

# EasyBiz@Home Business Insurance

Product disclosure statement  
and policy booklet



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# ABOUT THE EASYBIZ@HOME BUSINESS INSURANCE PRODUCT DISCLOSURE STATEMENT AND POLICY BOOKLET

## This booklet contains 3 sections:

- (a) **The EasyBiz@home Business Insurance Product Disclosure Statement (PDS)** – the law requires us to give a PDS for products we offer or issue to retail clients. The PDS applies to the following 3 covers available under the EasyBiz@home Business Insurance Policy that may be provided to you as a retail client:
  - (i) Personal Accident and Illness.
  - (ii) Motor Vehicles.
  - (iii) Domestic House and Contents.
- (b) **Important Information** – contains general information about the EasyBiz@home Business Insurance Policy.
- (c) **The EasyBiz@home Business Insurance Policy** – contains the terms and conditions of the policy.

## EASYBIZ@HOME BUSINESS INSURANCE PRODUCT DISCLOSURE STATEMENT (PDS)

<p>(1) <b>About the EasyBiz@home Business Insurance PDS</b></p>	<ul style="list-style-type: none"> <li>(a) This PDS has been prepared to assist you in understanding the Personal Accident and Illness cover, Motor Vehicles cover, and Domestic House and Contents cover available under the EasyBiz@home Business Insurance Policy and in making an informed choice about your insurance requirements.</li> <li>(b) This PDS has three parts:                     <ul style="list-style-type: none"> <li>(i) Part 1 of the PDS is set out on pages 1 to 4 of this EasyBiz@home Business Insurance Product Disclosure Statement and Policy booklet. It includes information about costs and your cooling-off rights.</li> <li>(ii) Part 2 of the PDS is the information about resolving a complaint or dispute and the Motor Vehicle Insurance Repair Code of Conduct set out on page 6.</li> <li>(iii) Part 3 of the PDS is the terms and conditions of the Policy set out in Section 6 - Personal Accident and Illness (pages 39 to 44), Section 7 - Motor Vehicles (pages 45 to 55) and Section 8 - Domestic House and Contents (pages 56 to 69) together with Our agreement with you and General Definitions (pages 7 to 8), Section 9 - General Exclusions (pages 70 to 72) and Section 10 - General Conditions (pages 73 to 76).</li> </ul> </li> </ul>
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## PRODUCT DISCLOSURE STATEMENT (PDS) (CONTINUED)

<p><b>(2) Cost of the policy</b></p>	<p>(a) The Premium payable by you for this insurance will be shown on your Certificate of Insurance.</p> <p>(b) The key factors that influence the Premium calculation are reflected in the questions asked and the information sought at the time of your enquiry or application for insurance. The factors vary depending on the type of insurance you have selected.</p> <p>(c) The things that influence the Premium for these covers include:</p> <p>(i) Domestic House and Contents - the type of property being insured, where the property is located, the type of construction, the sum insured and your previous claims history.</p> <p>(ii) Motor Vehicles - the make, model and type of vehicle, how the vehicle is being used, where the vehicle is garaged, the age of the driver, the sum insured and your previous claims history.</p> <p>(iii) Personal Accident and Illness - your type of occupation, the length of time you elect to wait before a claim payment will be made, the sum insured of your Average Weekly Earnings and chosen Capital Benefit.</p> <p>(d) Premiums are also subject to Commonwealth and State taxes and/or charges. These include the Goods and Services Tax and stamp duty. The amount of these taxes and/or charges will be shown in your Certificate of Insurance.</p> <p>(e) If you request an amendment to the cover during the Period of Insurance, you will be informed of the cost (if any) of making the amendment. The things that will influence the cost of an amendment are those listed in (c) above.</p>
<p><b>(3) Are any excesses payable?</b></p>	<p>(a) If you make a claim under the policy, you may have to contribute some money towards the cost of the claim which is known as an 'Excess'. We will tell you if you need to pay an Excess when you make a claim, but this will also be set out in the terms and conditions of the Policy.</p> <p>(b) The amount of any Excess and when it applies is detailed in the terms and conditions section of this booklet or your written quotation, cover note or Certificate of Insurance.</p> <p>(c) When you make a claim, you may be required to pay one Excess or more.</p>
<p><b>(4) Paying for your Policy</b></p>	<p>(a) You can choose to pay your Premium upfront annually or by direct debit on a monthly basis. We may reward you for paying upfront annually, as the cost of the policy may be less than if you pay by monthly instalments. This is because the monthly instalments may include an administration charge for processing the payments.</p> <p>(b) If you choose to pay by monthly direct debit, you must ensure that your payments are made each month. If a payment is unpaid for 14 days or more, 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.</p>
<p><b>(5) Is there a cooling-off period?</b></p>	<p>(a) There is a 21-day cooling-off period.</p> <p>(b) If you are not completely satisfied with your policy, you can request cancellation in writing within 21 days of the issue date and receive a full refund.</p> <p>(c) This will not apply if you make a claim within the cooling-off period.</p>
<p><b>(6) How can I resolve a dispute?</b></p>	<p>Our dispute resolution process is set out on page 5.</p>

## IMPORTANT INFORMATION

<p><b>(1) About the EasyBiz@home Policy</b></p>	<p>(a) This policy has been designed to meet the insurance needs of a range of businesses that operate at home, while offering the flexibility to provide for the specific insurance needs of your Business.</p> <p>(b) There are 8 different types of insurance cover available under the policy which are set out in Sections 1 to 8. Our agreement with you and General Definitions (pages 7 to 8), Section 9 – General Exclusions (pages 70 to 72) and Section 10 – General Conditions (pages 73 to 76) also apply to the 8 types of cover. You should carefully read each Section and select those covers which you believe will best suit your needs.</p> <p>(c) If you have any questions, please do not hesitate to contact us.</p>
<p><b>(2) What makes up your contract</b></p>	<p>(a) When we accept your application, or renew your policy, or if your insurance is amended, your insurance contract is made up of the following 2 documents:</p> <ul style="list-style-type: none"> <li>(i) the terms and conditions of the policy contained in this booklet which apply to the type of cover you have selected; and</li> <li>(ii) 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.</li> </ul> <p>(b) Read this booklet and your Certificate of Insurance carefully and keep them together with your important papers.</p>
<p><b>(3) Covers selected</b></p>	<p>We only cover you under those Sections requested by you and specified in the Certificate of Insurance.</p>
<p><b>(4) How much should I insure my property for?</b></p>	<p>(a) Where cover is on a replacement or reinstatement basis, the Sum Insured you choose should reflect the full new replacement cost of the property and an allowance for professional fees and removal of debris. All amounts should include GST.</p> <p>(b) Where cover is on an indemnity basis, the Sum Insured you choose should reflect the market value of the property at the time of taking out the policy (including GST).</p> <p>(c) Your Sums Insured under Section 1 - Fire and Other Defined Events and Section 8 - Domestic House and Contents will be increased at renewal to allow for inflation. Please check all Sums Insured shown on your Certificate of Insurance to ensure that they suit your requirements.</p>
<p><b>(5) Information you need to provide</b></p>	<p>(a) 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 the Sections of the policy that you want to be covered under.</p> <p>(b) Any personal information you give us will be treated in accordance with the Privacy Act.</p> <p>(c) 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.</p>
<p><b>(6) Your Disclosure Obligations</b></p>	<p>(a) When you take out insurance with us you have a duty to tell us 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.</p> <p>(b) You have the same obligation to inform us if those things change before you renew, extend, vary, or reinstate your contract of general insurance.</p> <p>(c) Your duty however <b>does not</b> require disclosure of things that:</p> <ul style="list-style-type: none"> <li>(i) reduce the risk;</li> <li>(ii) are common knowledge;</li> <li>(iii) we know or, in the ordinary course of our business, ought to know; or</li> <li>(iv) we have indicated that we do not want to know.</li> </ul>

## IMPORTANT INFORMATION (CONTINUED)

(7) <b>Non-disclosure</b>	If you do not comply with your Disclosure obligations, we may be entitled to: <ul style="list-style-type: none"> <li>(a) reduce our liability for any claim;</li> <li>(b) cancel the policy; or</li> <li>(c) avoid the contract from its beginning, if your non-disclosure was fraudulent.</li> </ul>
(8) <b>Claims Procedures</b>	<ul style="list-style-type: none"> <li>(a) <b>If you believe you may have a claim</b> it is important that you carefully read and follow the general claims procedures set out in the General Conditions - Section 10(1) and the procedures set out in the Specific Conditions that apply to claims under the following Sections (if applicable): <ul style="list-style-type: none"> <li>(i) Liability in Section 5.5; and</li> <li>(ii) Personal Accident and Illness in Section 6.6.</li> </ul> </li> <li>(b) The procedures you must comply with include: <ul style="list-style-type: none"> <li>(i) immediately <b>contact the Police</b> in the event of burglary or if your Property is lost, stolen, or maliciously damaged;</li> <li>(ii) take all reasonable steps to <b>prevent or minimise any further loss</b>, damage, or liability; and</li> <li>(iii) <b>advise us</b> as soon as possible, providing full details of the facts and circumstances of the loss, damage, injuries, illness, or claim against you.</li> </ul> </li> </ul>

## GENERAL INSURANCE CODE OF PRACTICE

<b>General Insurance Code of Practice</b>	The purpose of the Code is to raise the standards of practice and service in the general insurance industry. The objectives of the Code are: <ul style="list-style-type: none"> <li>• to promote better, more informed relations between insurers and their customers;</li> <li>• to improve customer confidence in the general insurance industry;</li> <li>• to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and</li> <li>• to commit insurers and the professionals they rely upon to higher standards of customer service.</li> </ul>
<b>Our Commitment to You</b>	We have adopted and support the Code and are committed to complying with it. Please contact us if you would like more information about the Code.

## 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](http://www.fcs.gov.au)



## RESOLVING A COMPLAINT OR DISPUTE

<p><b>Our Service Commitment to You</b></p>	<p>Please contact your nearest office if you have a complaint, including if you are not satisfied with any of the following:</p> <ul style="list-style-type: none"> <li>• one of our products;</li> <li>• our service;</li> <li>• the service of our authorised representatives, loss adjusters or investigators; or</li> <li>• our decision on your claim.</li> </ul>
<p><b>(1) Talk to us first</b></p>	<p>If you have a complaint, the first thing you should do is speak to one of our staff. If your complaint relates specifically to a claim, speak with the claims officer managing your claim.</p> <p>If the staff member or claims officer are unable to resolve the matter for you, you may speak to a manager. The manager will usually provide you with a response to your complaint within 15 days. If the timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with you alternative timeframes.</p> <p>If you are not satisfied with our response or we cannot agree with you on alternative timeframes, you can go to step 2.</p>
<p><b>(2) Seek a review</b></p>	<p>If the matter is still not resolved the manager will refer you to the relevant dispute handling department or area who will conduct a review of your dispute and will usually provide you with a response to your dispute within 15 business days. If the timeframe is impractical, we will discuss with you alternative timeframes.</p> <p>If you are still not satisfied with our response to your dispute or we cannot agree on alternative timeframes, you can go to step 3.</p>
<p><b>(3) Seek an external review</b></p>	<p>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.</p> <p>Website: <a href="http://www.afca.org.au">www.afca.org.au</a>          Email: <a href="mailto:info@afca.org.au">info@afca.org.au</a>          Telephone: 1800 931 678 (free call)          In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001.</p>
<p><b>Australian Financial Complaints Authority (AFCA)</b></p>	<p>AFCA is independent and administers the external segment of the general insurance industry's alternative dispute resolution scheme, approved by the Australian Securities and Investments Commission.</p> <p>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.</p>

# THE MOTOR VEHICLE INSURANCE AND REPAIR INDUSTRY CODE OF CONDUCT

<p><b>The Motor Vehicle Insurance and Repair Industry Code of Conduct</b></p>	<p>We support the Motor Vehicle Insurance and Repair Industry Code of Conduct and are committed to continually reviewing our operations to ensure compliance.</p> <p>Where we elect to repair the Vehicle through one of our suggested repairers, we may approve the use of non-mechanical reusable parts or non-genuine parts which:</p> <ul style="list-style-type: none"> <li>• are consistent with the age and condition of the Vehicle;</li> <li>• do not affect the safety or the structural integrity of the Vehicle;</li> <li>• comply with the Vehicle manufacturer’s specifications and applicable Australian Design Rules;</li> <li>• do not adversely affect the post repair appearance of the Vehicle; and</li> <li>• do not void or affect the warranty provided by the Vehicle manufacturer.</li> </ul> <p>In repairing your Vehicle, we may arrange for the repair to be carried out by a specialist service provider, for example windscreen repairs.</p> <p>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 repairs authorised by us to be rectified at no cost to you if we agree that the repairs are defective. Before we can arrange for the any defective repairs to be rectified, you must allow us to inspect the Vehicle. Wear and tear is not covered by this guarantee.</p> <p>*Non-genuine parts are those parts not manufactured by a supplier to the original manufacturer of the Vehicle.</p>
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## FRAUD HOTLINE

<p><b>Fraud Hotline</b></p>	<p>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.</p> <p>Help stop insurance fraud by calling our hotline:  <b>1800 A FRAUD - 1800 237 283.</b></p> <p>If you choose to give your name, it will be held in the strictest confidence.</p>
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## EASYBIZ@HOME BUSINESS INSURANCE POLICY – TERMS AND CONDITIONS

<p><b>Our agreement with you</b></p>	<p>(a) If you have paid, or agreed to pay us the Premium, we will cover you in accordance with the terms and conditions of the policy that apply to the covers selected by you and specified in your Certificate of Insurance.</p> <p>(b) The insurance we provide in each Section of this policy is subject to the terms, Specific Conditions, Specific Exclusions, and limits set out in that Section together with General Definitions (pages 7 to 8), the General Exclusions in Section 9, the General Conditions in Section 10, and any endorsements or clauses shown in your Certificate of Insurance.</p> <p>(c) You, or any other person insured under this policy, must comply with all applicable terms, conditions, exclusions, limits, clauses and endorsements, otherwise your claim may not be covered under this policy.</p>
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# GENERAL DEFINITIONS

Some of the words used throughout this policy have a special meaning which is shown in the following table.

At the beginning of each Section of the policy you will find further definitions that are applicable only to the cover under that Section.

Word	Meaning
“Business”	Your business, trade, or profession, as specified in the Certificate of Insurance. See also Section 5.1 for the definition applicable only to Section 5 - Liability.
“Certificate of Insurance”	The certificate issued by us which forms part of your policy and shows your policy number, the Premium, the covers selected by you, and any special terms, conditions, exclusions, limits, clauses or endorsements that apply to your policy. You receive a Certificate of Insurance when you first take out your policy and again when the policy is renewed or amended.
“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.
“Dangerous Goods”	(a) Any substances which form explosive mixtures with organic or other readily oxidisable materials; or (b) petroleum products, toxic materials, corrosive acids, inflammable liquids, gases, explosives, or inflammable substances having a closed cup flashpoint below 22.7 celsius.
“Excess”	The amount which 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 value of the Building; or (ii) in the case of other Property, its replacement by similar property; in a condition equal to, <b>but not</b> better or more extensive than, its condition at the time of loss or destruction; and (b) where the Property is damaged, the repair and/or restoration of the Property to a condition substantially the same as, <b>but not</b> better or more extensive than, its condition at the time of damage.
“Limit of Liability”	The most we will pay for a claim. The limit that applies to a Section or part of a Section of the Policy will be specified in your Certificate of Insurance or will be detailed in the terms and conditions of the Policy.
“Money”	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 belonging to you or for which you are legally responsible.

## GENERAL DEFINITIONS (CONTINUED)

Word	Meaning
“Period of Insurance”	The period specified in the Certificate of Insurance.
“Premises”	The Business premises specified in the Certificate of Insurance. See also Section 2.1 and Section 8.1 for definitions applicable only to Section 2 – Burglary and Section 8 – Domestic House and Contents.
“Premium”	The amount payable by you for the insurance provided by us under your policy.
“Property”	The property specified in the Certificate of Insurance as being insured by this policy. See also Section 3.1 for the definition applicable only to Section 3 – Business Property Away From Home.
“Proposal”	The record of your answers, particulars and statements given 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, <b>but not Flood</b> .
“Reinstate” or “Reinstatement”	<p>(a) Where the Property is lost or destroyed:</p> <p>(i) in the case of a Building, the rebuilding; or</p> <p>(ii) in the case of other Property, the replacement by similar property;</p> <p>to a condition equal, to <b>but not</b> better or more extensive than, its condition when new;</p> <p>(b) where the Property is damaged, the repair and/or restoration of the Property to a condition substantially the same as, <b>but not</b> better or more extensive than, its condition when new; and</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> <p>(i) any statute or regulation; or</p> <p>(ii) any by-law or regulation of any municipal or other statutory authority;</p> <p>provided that our liability will not exceed the Sum Insured for that Property.</p>
“Sum Insured”	The amount of cover you have chosen and the most we will pay for a claim. The sum insured that applies to a Section or part of a Section of the Policy will be specified in your Certificate of Insurance or will be detailed in the terms and conditions of the Policy
“we”, “us”, or “our”	The Insurer named on the back cover of this booklet.
“you” or “your”	Each person, company, or other entity named in the Certificate of Insurance as being insured under this policy. See also Section 5.1 for the definition applicable only to Section 5 - Liability.

# Section 1 - Fire and Other Defined Events

## 1.1 Definitions

The meaning of the following words that apply only when used in Section 1 are shown below.

Word	Meaning
“Accidental Damage”	Loss, destruction or damage that is unexpected, unintentional, sudden and unforeseen.
“Breakdown”	Sudden and unforeseen physical loss, destruction, or damage resulting from electronic, electrical or mechanical failure.
“Building”	<p>Any building at the Premises owned by you or for which you are legally responsible, including:</p> <ul style="list-style-type: none"> <li>(a) awnings, signs, lettering, meters and switchboards, lifts, hoists and all their attachments, electrical installations, fire alarm systems, fire sprinkler installations, towers, tanks, power lines, poles, walls, gates and fences, plant and apparatus, forming part of the building owned by you; and</li> <li>(b) all landlord’s fixtures and fittings;</li> </ul> <p><b>but not</b> your Home Building. The meaning of ‘Home Building’ is set out in Section 8.1 (page 56).</p>
“Business Contents”	<p>Plant and machinery including their foundations, settings and beddings, and all other contents of every description that are owned by you or for which you are legally responsible, <b>but not</b>:</p> <ul style="list-style-type: none"> <li>(a) your Domestic Contents;</li> <li>(b) Stock in Trade or Money; or</li> <li>(c) motor vehicles or their accessories, unless specified in the Certificate of Insurance.</li> </ul> <p>The meaning of ‘Domestic Contents’ is set out in Section 8.1 (page 56).</p>
“Stock in Trade”	<p>Stock or merchandise which is manufactured, unmanufactured, or in the course of manufacture that is owned by you, or for which you are legally responsible including:</p> <ul style="list-style-type: none"> <li>(a) materials used in their packing; and</li> <li>(b) raw materials.</li> </ul>

See also the General Definitions for the meanings of other words 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 cover under Section 1, **we cover** you for loss, destruction, or damage to the Property while held in the Building or in the open air at the Premises caused by any Defined Event listed below occurring during the Period of Insurance **except** as provided under **We Will Not Pay**.

Defined Event	We Will Not Pay
	The Specific Exclusions in Section 1.5 and the General Exclusions in Section 9 also apply
(1) <b>Fire</b>	<b>We will not pay</b> for loss, destruction, or damage caused by: (a) the Property's own spontaneous combustion, fermentation, heating; or (b) any process involving the direct application of heat.
(2) <b>Lightning or Thunderbolt</b>	
(3) <b>Explosion</b>	<b>We will not pay</b> for loss, destruction, or damage to boilers and their contents.
(4) <b>Earthquake, Tsunami, Subterranean Fire, or Volcanic Eruption</b>	<b>We will not pay</b> the first: (a) 1% of the total Sum Insured; or (b) \$20,000 whichever is the lesser, for loss, destruction, or damage to the Property during any period of 72 consecutive hours of the Earthquake, Tsunami, Subterranean Fire, or Volcanic Eruption. However, this is subject to a minimum Excess of \$250.
(5) <b>Riots, Strikes and Civil Commotion</b>	
(6) <b>Escape of Liquids</b> resulting from bursting, leaking, discharging, or overflowing of pipes, tanks, fixed room heating, or water apparatus	<b>We will not pay</b> for loss, destruction, or damage to the pipes, tanks, fixed room heating, or water apparatus themselves.
(7) <b>Impact</b> by vehicles or animals	<b>We will not pay</b> for loss, destruction, or damage to fencing caused by animals.
(8) <b>Impact</b> by trees, watercraft, or aircraft and other aerial devices, including space debris, whether artificially created or not, and articles dropped from them	<b>We will not pay</b> for loss, destruction, or damage caused by the impact of trees or parts of trees resulting from felling or lopping trees.

## Section 1 - Fire and Other Defined Events (continued)

### 1.2 Defined Events (continued)

Defined Event	We Will Not Pay The Specific Exclusions in Section 1.5 and the General Exclusions in Section 9 also apply
(9) <b>Vandalism, Malicious Damage or Damage by Burglars</b>	<p><b>We will not pay for:</b></p> <ul style="list-style-type: none"> <li>(a) loss, destruction, or damage caused by tenants;</li> <li>(b) theft of any Property; or</li> <li>(c) <b>any amount greater</b> than \$1,000 for breakage of glass.</li> </ul>
(10) <b>Storm or Rainwater</b>	<p><b>We will not pay</b> for loss, destruction, or damage:</p> <ul style="list-style-type: none"> <li>(a) to gates, fences, retaining and free-standing walls whether or not forming part of the Building, textile awnings, shade cloth, blinds, signs, glasshouses, greenhouses, hot houses, igloos, flimsies, and items of similar construction;</li> <li>(b) to the Property in the open air <b>unless</b> that Property comprises or is part of a permanent structure designed to function without the protection of walls or a roof; or</li> <li>(c) caused by water seeping or percolating through a wall, roof, or floor.</li> </ul>
(11) <b>Accidental Damage</b>	<ul style="list-style-type: none"> <li>(a) <b>We will not pay</b> for loss, destruction, or damage caused by or resulting from: <ul style="list-style-type: none"> <li>(i) any other Defined Event in Section 1.2;</li> <li>(ii) Flood;</li> <li>(iii) the Property's own fermentation or heating;</li> <li>(iv) burglary, theft, armed hold-up, kidnapping, bomb threat, sabotage, extortion, or any threat or attempt of it;</li> <li>(v) any fraudulent or dishonest acts by your employees;</li> <li>(vi) clerical or accounting errors, or unexplained inventory shortage or disappearance;</li> <li>(vii) shortages in the supply or delivery of materials to, or by, you;</li> <li>(viii) the action of birds, moths, termites or other insects or 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;</li> <li>(ix) smoke, smut, sludge, or chemicals from industrial or agricultural operations <b>but we will pay</b> for sudden and unforeseen damage that results;</li> <li>(x) dust, sand, mud, or smog, <b>but we will pay</b> for sudden and unforeseen damage that results;</li> <li>(xi) wear, tear, fading, breakage of fragile articles, scratching or marring, gradual deterioration or continued developing flaws, the cost of normal upkeep or making good;</li> <li>(xii) failure of, or error or omission in design, plan, specification, or testing;</li> <li>(xiii) incorrect siting of buildings, as a result of incorrect design or specification;</li> <li>(xiv) faulty materials or faulty workmanship;</li> <li>(xv) normal settling, seepage, creeping, heaving, vibration, shrinkage or expansion in buildings, foundations, walls, roofs, ceilings, floors, pavements, roads, and other structural improvements;</li> <li>(xvi) electrical or magnetic damage, power surge, disturbance, or erasure of electronic recordings;</li> </ul> </li> </ul>

## Section 1 - Fire and Other Defined Events (continued)

### 1.2 Defined Events (continued)

Defined Event	We Will Not Pay The Specific Exclusions in Section 1.5 and the General Exclusions in Section 9 also apply
(11) <b>Accidental Damage (continued)</b>	<ul style="list-style-type: none"> <li>(xvii) Computer Virus;</li> <li>(xviii) data processing or media failure or breakdown, or malfunction of the processing system. This exclusion does not apply if you have selected the Optional Cover in Section 1.6(1) - Computers and Electronic Equipment Breakdown including Loss of Information;</li> <li>(xix) mechanical, electrical, or electronic breakdown, failure, or derangement, or boiler or pressure vessel explosion or implosion, <b>but</b> this exclusion is limited to the machine, equipment, boiler or pressure vessel immediately or directly affected. This exclusion does not apply if you have selected the Optional Cover in Section 1.6(1) - Computers and Electronic Equipment Breakdown including Loss of Information;</li> <li>(xx) failure of the supply of water, gas, electricity, or fuel;</li> <li>(xxi) civil commotion, or locked-out workers;</li> <li>(xxii) any order of any government or public or local authority including the confiscation, nationalisation, requisition, or damage of any property; or</li> <li>(xxiii) any other event or circumstance more specifically excluded in Section 1 or in the General Exclusions in Section 9.</li> </ul> <p>(b) <b>We will not pay</b> for loss, destruction, or damage to:</p> <ul style="list-style-type: none"> <li>(i) any Property in transit;</li> <li>(ii) aircraft or watercraft of every kind and description, or property contained within them;</li> <li>(iii) registered motor vehicles or trailers, or property contained within them;</li> <li>(iv) railways, locomotive or rolling stock, or property contained within them;</li> <li>(v) growing crops or standing timber, shrubs, or pastures;</li> <li>(vi) animals, birds, fish, or any other living thing;</li> <li>(vii) the Property arising out of renovation, repair, installation, testing, alteration, or the Property undergoing construction or erection;</li> <li>(viii) land, dams, reservoirs, canals, tunnels, bridges, docks, piers or wharves not forming part of a building;</li> <li>(ix) Property during the course of and as the result of its processing;</li> <li>(x) glass for any amount greater than \$1,000; or</li> <li>(xi) Money.</li> </ul>

## Section 1 - Fire and Other Defined Events (continued)

### 1.3 Settlement

If your claim is covered under Section 1, **we will** at our option pay for, reinstate, or repair the Property on the basis set out below.

<b>Settlement Basis</b>	
<b>(1) Stock in Trade and Motor Vehicles</b>	For Stock in Trade or motor vehicles or their accessories, <b>we will</b> Indemnify you.
<b>(2) All other Property</b>	<p><b>(a)</b> For all other Property, <b>we will</b> Reinstatement the Property <b>but only if</b>:</p> <ul style="list-style-type: none"> <li><b>(i)</b> replacement, rebuilding, or repair is carried out within a reasonable time. This may be at another site providing our liability is not increased;</li> <li><b>(ii)</b> any repair costs <b>do not exceed</b> the Reinstatement costs that would have been payable had the Property been totally lost, destroyed, or damaged; and</li> <li><b>(iii)</b> a sum equal to the cost of Reinstatement has actually been incurred; otherwise <b>we will</b> Indemnify you.</li> </ul> <p><b>(b)</b> <b>We are not bound</b> to Reinstatement Property (other than Buildings) exactly or completely if the Property or any material required to Reinstatement the Property:</p> <ul style="list-style-type: none"> <li><b>(i)</b> is not readily available or available locally; or</li> <li><b>(ii)</b> a change in law prevents Reinstatement.</li> </ul> <p>In these circumstances, <b>we will</b> Indemnify you.</p> <p><b>(c)</b> Where any state, local, or other statutory authority, permits the Reinstatement of a Building <b>but only</b> subject to:</p> <ul style="list-style-type: none"> <li><b>(i)</b> a reduced plot ratio; or</li> <li><b>(ii)</b> the payment of certain fees, contributions, or impost;</li> </ul> <p><b>we will pay</b> in addition to any amount payable for Reinstatement:</p> <ul style="list-style-type: none"> <li><b>(A)</b> 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</li> <li><b>(B)</b> 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 Reinstatement the Building.</li> </ul>
<b>(3) Patterns or Designs</b>	<b>We will Indemnify you up to 5%</b> of the Sum Insured for Contents for loss, destruction, or damage to patterns, models, moulds, plans, or designs.
<b>(4) Sets or Pairs of Items</b>	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"> <li><b>(a)</b> <b>we will pay</b> the replacement value of that one item; and</li> <li><b>(b)</b> <b>we will not compensate</b> you for a reduction in the value of the pair, suite, or set.</li> </ul>
<b>(5) Work of Art</b>	<b>We will Indemnify you up to \$1,000</b> in value for any one item for loss, destruction, or damage to a curiosity or work of art.
<b>(6) Our Limit of Liability</b>	Our liability is limited to the Sum Insured, less the applicable Excess.
<b>(7) Automatic Reinstatement of the Sum Insured</b>	Following payment of a claim for loss, destruction, or damage under this Section, other than for the full amount of the Sum Insured, we will reinstate the Sum Insured to the full amount of the Sum Insured, <b>provided that</b> you pay any extra Premium that applies if required by us.
<b>(8) Total Loss</b>	If we have paid the full amount of the Sum Insured to settle a claim: <ul style="list-style-type: none"> <li><b>(a)</b> the damaged property becomes ours;</li> <li><b>(b)</b> any proceeds of any salvage sale become ours; and</li> <li><b>(c)</b> the insurance on that Property terminates and no refund of Premium applies.</li> </ul>

## Section 1 - Fire and Other Defined Events (continued)

### 1.4 Additional Benefits

- (1) If your claim is covered under Section 1, **we will** also cover you for the following Additional Benefits. **You must** obtain our consent prior to any of the costs being incurred. Any amount we pay for these Additional Benefits is in addition to the Sum Insured.

Additional Benefit	Limits to Additional Benefits – in addition to the Sum Insured
(a) <b>Professional Fees</b>	<p><b>We will pay up to:</b></p> <p>(i) 5% of the Sum(s) Insured for Building, Contents and/or Stock in Trade (as the case may be), but not more than \$20,000 in total; or</p> <p>(ii) \$2,000;</p> <p>whichever is greater, for professional fees directly related to the Reinstatement of the Property <b>but not</b> for claims preparation.</p>
(b) <b>Removal of Debris</b>	<p><b>We will pay up to:</b></p> <p>(i) 10% of the Sum(s) Insured for Building, Contents and/or Stock in Trade (as the case may be), but not more than \$50,000 in total; or</p> <p>(ii) \$10,000;</p> <p>whichever is greater, for costs of demolition or dismantling of the damaged Property, and removal, storage and disposal of debris.</p>
(c) <b>Temporary Repair</b>	<p><b>We will pay up to \$5,000</b> for the cost of shoring up, underpinning or propping, or other temporary repair of the Property, for the purpose of maintaining or restoring safety, integrity or accessibility.</p>
(d) <b>Exploratory Costs</b>	<p><b>We will pay up to \$5,000</b> for the cost of:</p> <p>(i) identifying and locating the cause of the loss, destruction, or damage that results from bursting, leaking, discharging, or overflowing of pipes, tanks, fixed room heating, or water apparatus or other systems used to hold or carry liquid of any kind; and/or</p> <p>(ii) rectification of paths or driveways immediately surrounding and adjoining the Buildings, if damaged while locating the cause.</p> <p><b>We will not pay</b> for loss, destruction, or damage to the pipes, tanks, fixed room heating, or water apparatus themselves.</p>

The Specific Exclusions in Section 1.5 and the General Exclusions in Section 9 apply to these Additional Benefits

- (2) **We will** extend your cover to include the following Additional Benefits. Any amount we pay for these Additional Benefits is in addition to the Sum Insured.

Additional Benefit	Limits to Additional Benefits – in addition to the Sum Insured
(a) <b>Seasonal Increase in Sum Insured for Contents and Stock in Trade</b>	<p><b>We will</b> increase the Sum Insured for Contents and Stock in Trade by 50% either:</p> <p>(i) 3 days prior to Gazetted Monday Public Holidays and until the conclusion of the following trading day; or</p> <p>(ii) from the 1<sup>st</sup> of November to the conclusion of trading on the 16<sup>th</sup> of January in the following year; and for the 30 days immediately prior to Good Friday and 10 days following Good Friday.</p>
(b) <b>Alterations and Additions</b>	<p>If you make alterations or additions to the Property during the Period of Insurance, <b>we will</b> increase the Sum Insured for such Property by up to:</p> <p>(i) 5% of the total Sum Insured; or</p> <p>(ii) \$50,000;</p> <p>whichever is the lesser.</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
(c) <b>Fire Extinguishing Costs</b>	<p><b>We will pay</b> up to \$5,000 for the cost of:</p> <ul style="list-style-type: none"> <li>(i) the wages of your employees;</li> <li>(ii) the replenishment of fire fighting appliances; and</li> <li>(iii) repairing or replacing destroyed or damaged materials including employees' clothing not more specifically covered under this policy or any other policy of insurance if your employees take action to extinguish fire, or to prevent damage to Property resulting from fire, at or in the immediate vicinity of, the Premises.</li> </ul>
(d) <b>Cost of Re-writing Record Books</b>	<p><b>We will pay</b> up to \$10,000 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.</p>
(e) <b>Employees' Personal Property</b>	<p><b>We will pay</b> up to:</p> <ul style="list-style-type: none"> <li>(i) \$500 in respect of any one employee; and</li> <li>(ii) a total of \$2,000 for all employees;</li> </ul> <p>during the Period of Insurance for the cost of employees' tools of trade and personal property, <b>other than</b> Money that is:</p> <ul style="list-style-type: none"> <li>(A) on the Premises; and</li> <li>(B) lost, destroyed, or damaged as a result of a Defined Event in Section 1.2(1) to 1.2(10).</li> </ul>
(f) <b>Book Debts</b>	<p><b>We will pay</b> up to \$5,000 for:</p> <ul style="list-style-type: none"> <li>(i) your customers' outstanding debts, being money owed for goods purchased from you or services rendered by you on credit, which you would normally have collected and you are unable to recover directly due to the loss, destruction, or damage to your books of account as a result of a Defined Event in Section 1.2, occurring at the Premises and during the Period of Insurance. This includes an allowance for demonstrable trends of the Business at the time of such loss, destruction, or damage; and</li> <li>(ii) the reasonable cost of accountant's fees for: <ul style="list-style-type: none"> <li>(A) certifying any particular, detail, or information required for the preparation of a claim under Section 1.4(2)(f)(i); and</li> <li>(B) reconstructing your books of account to enable you to recover these outstanding debts from your customers.</li> </ul> </li> </ul>
(g) <b>Fusion</b>	<ul style="list-style-type: none"> <li>(a) <b>We will pay</b> up to \$2,000 for any one event for electrical damage to electrical motors up to and including 2kw in capacity, where such damage is caused by the burning out of the motor by electric current, in: <ul style="list-style-type: none"> <li>(i) portable tools and equipment;</li> <li>(ii) fixed machinery;</li> <li>(iii) pumps; or</li> <li>(iv) refrigeration or airconditioning equipment; used in the Business.</li> </ul> </li> <li>(b) Each claim is subject to an Excess of \$100.</li> <li>(c) <b>We will not pay</b> for damage to: <ul style="list-style-type: none"> <li>(i) associated electronic controls;</li> <li>(ii) submersible or turbine pumps;</li> <li>(iii) dairy machinery; or</li> <li>(iv) irrigation equipment.</li> </ul> </li> </ul>

The Specific Exclusions in Section 1.5 and the General Exclusions in Section 9 apply to these Additional Benefits

## Section 1 - Fire and Other Defined Events (continued)

### 1.5 Specific Exclusions

We do not cover you under Section 1 in the following circumstances.

<b>Excluded Circumstances</b>	
(1) <b>Sea</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by the action of the sea, or tidal wave <b>unless</b> caused by or arising from tsunami.
(2) <b>Earth Movement</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by erosion, subsidence, landslide, or other earth movement.
(3) <b>Flood</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by Flood.
(4) <b>Dangerous Goods</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly from circumstances where you are in breach of any law, bylaw, municipal or other public body regulation dealing with the storage of Dangerous Goods on the Premises.
(5) <b>Cessation of Work</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by cessation of work.
(6) <b>Documents or Business Books</b>	<b>We will not pay</b> for loss of, or destruction or damage to documents, manuscripts, or business books <b>except and to the extent provided</b> under the cost of re-writing record books in Section 1.4(2)(d).
(7) <b>Jewellery or Furs</b>	<b>We will not pay</b> for loss of, or destruction or damage to jewellery, precious stones, precious metals, bullion, furs, or stamps.
(8) <b>Explosives</b>	<b>We will not pay</b> for loss of, or destruction or damage to explosives.
(9) <b>Aircraft or Watercraft</b>	<b>We will not pay</b> for loss of, or destruction or damage to aircraft or watercraft of any kind and description, or property contained within them.
(10) <b>Railways, Locomotives or Rolling Stock</b>	<b>We will not pay</b> for loss of, or destruction or damage to railways, locomotives or rolling stock, or property contained within them.
(11) <b>Growing Crops, Standing Timber, Shrubs or Pastures</b>	<b>We will not pay</b> for loss of, or destruction or damage to growing crops or standing timber, shrubs, or pastures.
(12) <b>Property not forming part of a Building</b>	<b>We will not pay</b> for loss of, or destruction or damage to land, dams, reservoirs, canals, tunnels, bridges, docks, piers or wharves not forming part of a building.
(13) <b>Personal Property and Household Property</b>	<b>We will not pay</b> for loss of, or destruction or damage to personal valuables, clothing and personal effects, and all other household property which can be more specifically insured under this policy or any other policy of insurance except and to the extent provided under Section 1.4(2)(e).

See also the General Exclusions in Section 9 which are applicable to all Sections

## Section 1 - Fire and Other Defined Events (continued)

### 1.6 Optional Cover

If selected by you and your Certificate of Insurance indicates that you have taken out cover under Optional Cover 1.6(1), **we cover** you as provided below for loss, destruction or damage to computers and electronic equipment including loss of information caused by Breakdown occurring during the Period of Insurance.

<b>Details of Cover</b>	
<p><b>(1) Computers and Electronic Equipment Breakdown including Loss of Information</b></p>	<p><b>(a) We will pay:</b></p> <ul style="list-style-type: none"> <li><b>(i)</b> for Breakdown requiring repair or replacement to: <ul style="list-style-type: none"> <li><b>(A)</b> computers;</li> <li><b>(B)</b> data carrying media;</li> <li><b>(C)</b> electronic data processing equipment; and</li> <li><b>(D)</b> all other equipment connected to and operating from the computer, excluding underground lines; used in connection with your Business.</li> </ul> </li> <li><b>(ii)</b> the amount specified in your Certificate of Insurance for any one Breakdown, during the Period of Insurance, less the applicable Excess.</li> </ul> <p><b>(b) We will also pay</b> up to \$1,000 for the following as a result of lost, destroyed, or damaged electronic data being removable media and data including programs and information installed or stored on computer hard drives and removable media:</p> <ul style="list-style-type: none"> <li><b>(i)</b> the cost of replacement of the lost, destroyed, or damaged data media by new unused materials;</li> <li><b>(ii)</b> expenses incurred by you strictly for the purpose of restoring the data media by reproduction of the data or information to a condition equivalent to that existing prior to the occurrence of loss, destruction, or damage; and</li> <li><b>(iii)</b> the loss of data or information to be reproduced in an updated form, if the cost of doing so is no greater than that of reinstatement to a condition existing prior to the occurrence of loss, destruction, or damage.</li> </ul> <p><b>(c)</b> We will also provide the cover in (b) for any other claims paid under Section 1 – Fire and Other Defined Events and any claim paid under Section 2 – Burglary.</p> <p><b>(d) We will not pay</b> for:</p> <ul style="list-style-type: none"> <li><b>(i)</b> costs and expenses incurred more than 12 months after the occurrence of physical loss, destruction, or damage;</li> <li><b>(ii)</b> loss or distortion of data information or records which does not arise from physical destruction;</li> <li><b>(iii)</b> wasting, wearing away, or wearing out, caused by or naturally resulting from ordinary use, working, or gradual deterioration;</li> <li><b>(iv)</b> faults or defects known to you, or your employees, at the time this policy was arranged;</li> <li><b>(v)</b> loss, destruction, or damage caused by atmosphere moisture, or temperature, <b>other than</b> directly resulting from damage to the air conditioning equipment essential for controlling the working or storage environment of the equipment;</li> <li><b>(vi)</b> loss, destruction, or damage caused by Computer Virus; or</li> <li><b>(vii)</b> the cost of extra charges incurred for overtime work.</li> </ul> <p><b>(e)</b> Following the occurrence of loss, destruction, or damage, the Sum Insured is reinstated to the full amount specified in the Certificate of Insurance. <b>You must</b> pay any extra Premium that applies if required by us.</p> <p><b>(f)</b> The General Exclusion in Section 9(6) Electronic Data, <b>does not apply</b> to this Optional Cover 1.6(1).</p>

**The Specific Exclusions in Section 1.5 and the General Exclusions in Section 9 apply to this Optional Cover**

# Section 2 – Burglary

## 2.1 Definitions

The meaning of the following words that apply only when used in Section 2 are shown below.

Word	Meaning
“Building”	Any building at the Premises owned by you or for which you are legally responsible, including: (a) awnings, signs, lettering, meters and switchboards, lifts, hoists and all their attachments, electrical installations, fire alarm systems, fire sprinkler installations, towers, tanks, power lines, poles, walls, gates and fences, plant and apparatus, forming part of the building owned by you; and (b) all landlord’s fixtures and fittings. <b>but not</b> your Home Building. The meaning of ‘Home Building’ is set out in Section 8.1 Definitions.
“Burglary”	(a) Stealing consequent upon actual forcible and violent entry into the Premises; (b) Stealing or any attempted stealing, by any person having been feloniously concealed on the Premises, provided that there is evidence of forcible and violent exit from the Premises; or (c) Stealing consequent upon threat of immediate violence or violent intimidation.
“Contents”	All contents at the Premises including the value of work done, containers, and packing materials owned by you or for which you are legally responsible <b>but not</b> your Domestic Contents. The meaning of ‘Domestic Contents’ is set out in Section 8.1 Definitions.
“Premises”	The premises specified in the Certificate of Insurance <b>but does not include</b> any garden, yard, open verandah, open building, or other open areas.
“Theft”	Stealing other than Burglary.

See also the General Definitions for the meanings of other words which are also applicable to Section 2

## 2.2 Defined Events

If your Certificate of Insurance indicates that you have taken out cover under Section 2, **we cover** you if the Property at the Premises is lost, destroyed, or damaged during the Period of Insurance as a result of Burglary.

**We will not pay** for any loss, destruction, or damage if any of the Specific Exclusions in Section 2.5 or the General Exclusions in Section 9 apply.

## Section 2 – Burglary (continued)

### 2.3 Settlement

If your claim is covered under Section 2, **we will** at our option pay for, reinstate, or repair the Property on the basis set out below.

<b>Settlement Basis</b>	
<b>(1) Buildings and/or Contents</b>	<p>(a) Where the Building and/or Contents item is:</p> <ul style="list-style-type: none"> <li>(i) lost or destroyed, we will replace it with a similar item, to a condition equal to <b>but not</b> better or more extensive than its condition when new; or</li> <li>(ii) damaged, we will repair or restore the item to a condition substantially the same as <b>but not</b> better or more extensive than its condition when new;</li> </ul> <p><b>but only if:</b></p> <ul style="list-style-type: none"> <li>(A) the replacement or repair is carried out within a reasonable time;</li> <li>(B) the repair cost <b>does not</b> exceed the Reinstatement cost that would have been incurred had the Property been totally lost, destroyed or damaged;</li> <li>(C) a sum at least equal to the cost of Reinstatement has actually been incurred; otherwise <b>we will</b> Indemnify you.</li> </ul> <p>(b) <b>We are not bound</b> to Reinstatement Property (other than Buildings) exactly or completely if the Property or any material required to Reinstatement the Property:</p> <ul style="list-style-type: none"> <li>(i) is not readily available or available locally; or</li> <li>(ii) a change in law prevents Reinstatement.</li> </ul> <p>In these circumstances we will Indemnify you.</p>
<b>(2) Our Limit of Liability</b>	<p>Our liability is limited to the lesser of:</p> <ul style="list-style-type: none"> <li>(a) the Sum Insured in Section 2; or</li> <li>(b) the Sum Insured in Section 1 for Contents and Stock in Trade if applicable; less the applicable Excess.</li> </ul>
<b>(3) One Automatic Reinstatement of the Sum Insured</b>	<ul style="list-style-type: none"> <li>(a) Following payment of a claim for loss, destruction, or damage under this Section, other than for the full amount of the Sum Insured, we will automatically reinstate the Sum Insured only once in any one Period of Insurance, <b>provided that</b> you pay any extra Premium that applies if required by us.</li> <li>(b) Subsequent reinstatement of the Sum Insured will not be automatic and will only be effected on such terms as we agree with you in writing.</li> </ul>
<b>(4) Total Loss</b>	<p>If we have paid the full amount of the Sum Insured to settle a claim:</p> <ul style="list-style-type: none"> <li>(a) the damaged property becomes ours;</li> <li>(b) any proceeds of any salvage sale become ours; and</li> <li>(c) the insurance on that Property terminates and no refund of Premium applies.</li> </ul>



## Section 2 – Burglary (continued)

### 2.4 Additional Benefits

- (1) If your claim is covered under Section 2, **we will** also cover you for the following Additional Benefits. **You must** obtain our consent prior to any of the costs being incurred. Any amount we pay for these Additional Benefits is in addition to the Sum Insured.

Additional Benefit	Limits to Additional Benefits – in addition to the Sum Insured
(a) <b>Temporary Protection</b>	<b>We will pay</b> up to \$1,000 in total for all costs incurred during the Period of Insurance for temporary protection for the safety of the Property pending repair of the damage.
(b) <b>Replacing Locks or Barrels</b>	<b>We will pay</b> up to a total of \$1,000 for all costs incurred during the Period of Insurance for recoding and if necessary, replacing locks or barrels if the keys to external door or window locks are stolen.

**The Specific Exclusions in Section 2.5 and the General Exclusions in Section 9 apply to these Additional Benefits**

- (2) If you are covered under Section 2, **we will** extend your cover to include the following Additional Benefits. Any amount we pay for these Additional Benefits is in addition to the Sum Insured.

Additional Benefit	Limits to Additional Benefits – in addition to the Sum Insured
(a) <b>Employees' Personal Property</b>	<b>We will pay</b> up to: (i) \$500 in respect of any employee; and (ii) a total of \$2,000 for all employees; for the cost of employees' tools of trade and personal property, that is: (A) on the Premises; and (B) lost, destroyed, or damaged as a result of a Defined Event in Section 2.2; during the Period of Insurance.
(b) <b>Repairing Damage to Building</b>	<b>We will pay</b> up to \$2,000 in total for all costs incurred during the Period of Insurance for repairing the damage to the Building arising from Burglary or attempted Burglary, <b>but only if</b> you are a tenant and liable under the terms of a lease for damage to the Building.
(c) <b>Book Debts</b>	<b>We will pay</b> up to \$5,000 for: (i) your customers' outstanding debts, being money owed for goods purchased from you or services rendered by you on credit, which you would normally have collected and you are unable to recover directly due to the loss, destruction, or damage to your books of account as a result of a Defined Event in Section 2.2, occurring at the Premises and during the Period of Insurance. This includes an allowance for demonstrable trends of the Business at the time of such loss, destruction, or damage; and (ii) the reasonable cost of accountant's fees for: (A) certifying any particular, detail, or information required for the preparation of a claim under Section 2.4(2)(c)(i); and (B) reconstructing your books of account to enable you to recover these outstanding debts from your customers.

**The Specific Exclusions in Section 2.5 and the General Exclusions in Section 9 apply to these Additional Benefits**

## Section 2 – Burglary (continued)

### 2.5 Specific Exclusions

We do not cover you under Section 2 in the following circumstances.

Excluded Circumstances	
(1) Money	We will not pay for loss of, or destruction or damage to Money.
(2) Tobacco	We will not pay for loss of, or destruction or damage to tobacco, cigars, or cigarettes.
(3) Vehicles, Aircraft, or Watercraft	We will not pay for loss of, or destruction or damage to motor vehicles of any type, including motorcycles, trailers, tractors, and self-propelled implements, watercraft, aircraft, or their accessories.
(4) Plans or Designs	We will not pay for loss of, or destruction or damage to patterns, models, moulds, plans, or designs.
(5) Glass	We will not pay for breakage of glass.
(6) Personal Property and Household Property	We will not pay for loss of, or destruction or damage to personal valuables, clothing and personal effects, and all other household property except and to the extent provided under Section 2.4(2)(a) Employees Personal Property.
(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 in the form of unexplained shortages and/or disappearance.
(9) Connivance, Family or Employees, etc.	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) Theft	We will not pay for loss, destruction, or damage resulting from Theft.

See also the General Exclusions in Section 9 which are applicable to all Sections

### 2.6 Specific Condition

If you choose to be covered under Section 2 of this policy, you must comply with the Specific Condition noted below otherwise we may not pay your claim under Section 2.

Specific Condition	
(1) Burglar Alarm Systems	<p>Where the Property at the Premises is protected by a burglar alarm system, you must ensure that:</p> <ul style="list-style-type: none"> <li>(a) the burglar alarm system is made operative whenever the Premises are left unattended; and</li> <li>(b) you exercise all due care to maintain all burglar alarm systems under your control so that they are in good working order at all times.</li> </ul> <p>If you do not meet both of these conditions, we may refuse to pay, or reduce the amount we pay, for any claim.</p>

See also the General Conditions in Section 10 which are applicable to all Sections

# Section 3 – Business Property Away From Home

## 3.1 Definitions

The meaning of the following words that apply only when used in Section 3 are shown below.

Word	Meaning
“Accidental Damage”	Loss, destruction or damage that is unexpected, unintentional sudden and unforeseen.
“Business Property”	Stock in trade, tools of trade, plant and equipment, electronic equipment and mobile phones which you own or for which you are legally responsible and which are used in your Business.

See also the General Definitions for the meanings of other words which are also applicable to Section 3

## 3.2 Defined Event

If your Certificate of Insurance indicates that you have taken out cover under Section 3, **we cover** you against **Accidental Damage** occurring to the Business Property during the Period of Insurance within Australia or New Zealand **but** not at the Premises specified in the Certificate of Insurance.

**We will not pay** for any loss, destruction, or damage if any of the Specific Exclusions in Section 3.4 or the General Exclusions in Section 9 apply.

## 3.3 Settlement

If your claim is covered under Section 3, **we will** at our option pay for, reinstate, or repair the Property on the basis set out below.

Settlement Basis	
(1) <b>Business Property</b>	<p>(a) For all Business Property <b>we will</b> Reinstatement the Business Property <b>but only if</b>:</p> <ul style="list-style-type: none"> <li>(i) replacement, rebuilding, or repair is carried out within a reasonable time. This may be at another site providing our liability is not increased;</li> <li>(ii) any repair costs do not exceed the Reinstatement costs that would have been incurred had the Business Property been totally lost, destroyed, or damaged; and</li> <li>(iii) a sum at least equal to the cost of Reinstatement has actually been incurred otherwise <b>we will</b> Indemnify you.</li> </ul> <p>(b) <b>We are not bound</b> to Reinstatement Business Property exactly or completely if the Business Property or any material required to Reinstatement the Business Property:</p> <ul style="list-style-type: none"> <li>(i) is not readily available or available locally; or</li> <li>(ii) a change in law prevents Reinstatement.</li> </ul> <p>In these circumstances, <b>we will</b> Indemnify you.</p>
(2) <b>Pairs or Sets</b>	<p>(a) If any Business Property consists of an article or articles in a pair or set, <b>we will not pay</b> more than the proportionate value of the lost, destroyed, or damaged article or articles.</p> <p>(b) No article or articles will be treated as having had any special value.</p>
(3) <b>Our Limit of Liability</b>	Our liability is limited to the Sum Insured, less the applicable Excess.
(4) <b>Total Loss</b>	<p>If we have paid the full amount of the Sum Insured to settle a claim:</p> <ul style="list-style-type: none"> <li>(a) the damaged Business Property becomes ours;</li> <li>(b) any proceeds of any salvage sale become ours; and</li> <li>(c) the insurance on that Business Property terminates and no refund of Premium applies.</li> </ul>

## Section 3 – Business Property Away From Home (continued)

### 3.4 Specific Exclusions

We do not cover you under Section 3 for any of the following circumstances, other than to the extent indicated.

Excluded Circumstances	
(1) <b>Cleaning or Maintenance</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by the actual process of cleaning, dyeing, repairing, altering, restoring, renovating, modifying or maintaining the Business Property.
(2) <b>Wear, Tear, or Fragile Articles</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by wear, tear, fading, breakage of fragile articles, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good, want of lubrication or upkeep, or lack of proper maintenance of the Business Property, but <b>we will pay</b> for loss, destruction, or damage to any item of Business Property caused by or resulting from wear and tear to a clasp, setting, or other fastening, carrier, or container.
(3) <b>Birds, Insects, or Vermin</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by the action of birds, moths, termites or other insects, or vermin.
(4) <b>Rust, or Corrosion</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by rust or corrosion, mildew, mould, wet or dry rot, oxidation, contamination, disease, inherent vice or latent defect, adjusting or servicing operations.
(5) <b>Atmospheric Conditions</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by the action of light, shrinkage, evaporation, variation in temperature, or other atmospheric conditions.
(6) <b>Change of Condition</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by loss of weight, change in flavour, colour, texture, or finish of the Business Property.
(7) <b>Smoke, Chemicals, or Sand</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by smoke, smut, sludge, or chemicals from industrial or agricultural operations, dust, sand, mud, or smog, but <b>we will pay</b> for sudden and unforeseen loss of, or destruction or damage that results.
(8) <b>Lenses, Mirrors, or Plates</b>	<b>We will not pay</b> for scratching or breakage of lenses, mirrors, prisms, slides, or plates.
(9) <b>Clocks or Scientific Instruments</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by over winding, denting, or internal damage of clocks, watches, or scientific instruments.
(10) <b>Inventory or Shortages in Supply</b>	<b>We will not pay</b> for unexplained inventory shortages or disappearance resulting from clerical or accounting errors, shortages in supply or delivery of materials or goods.
(11) <b>Dishonest Act</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by any fraudulent or dishonest acts by your employees.
(12) <b>Mechanical or Electrical Breakdown</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by mechanical, electrical or electronic breakdown, failure or derangement.
(13) <b>Magnetic Damage or Power Surge</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by electrical or magnetic damage, power surge, disturbance, or erasure of electronic recordings.
(14) <b>Data Processing</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by data processing or media failure or breakdown, or malfunction of the processing system.

## Section 3 – Business Property Away From Home (continued)

### 3.4 Specific Exclusions (continued)

<b>Excluded Circumstances</b>	
<b>(15) Error in Design</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by failure of, or error or omission in, design, plan, specification, or during testing.
<b>(16) Spontaneous Fermentation</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by the Business Property's own spontaneous fermentation or heating.
<b>(17) Unattended Vehicle</b>	<b>We will not pay</b> for stealing of Business Property whilst contained in an unattended and unlocked motor vehicle or caravan.
<b>(18) Money</b>	<b>We will not pay</b> for loss, destruction, or damage to Money, securities of any kind, bonds, title deeds, documents, manuscripts, or business books.
<b>(19) Valves or Batteries</b>	<b>We will not pay</b> for loss, destruction, or damage to valves, transistors, or batteries in portable electronic equipment and the like.
<b>(20) Pictures or Paintings</b>	<b>We will not pay</b> for loss, destruction, or damage to any pictures or paintings through cracking.
<b>(21) Sporting Equipment</b>	<b>We will not pay</b> for loss, destruction, or damage to sporting equipment while in use or course of play.
<b>(22) Breakage of Glass</b>	<b>We will not pay</b> for breakage of glass.
<b>(23) Professional Entertaining</b>	<b>We will not pay</b> for loss, destruction, or damage to musical instruments, equipment or apparatus if you are engaged in or in any way connected with any form of professional entertaining.
<b>(24) Computer Virus</b>	<b>We will not pay</b> for loss, destruction, or damage caused by or arising from Computer Virus.
<b>(25) Jewellery</b>	<b>We will not pay</b> for, loss, destruction, or damage to jewellery, precious stones, precious metals, or bullion.
<b>(26) Furs or Leather</b>	<b>We will not pay</b> for loss, destruction, or damage to furs or leather apparel.

See also the General Exclusions in Section 9 which are applicable to all Sections

# Section 4 – Business Money

## 4.1 Definitions

The meaning of the following words that apply only when used in Section 4 are shown below.

Word	Meaning
“Business Money in Transit”	<p>(a) <b>Business Money:</b></p> <p>(i) in transit to and from the Premises, while in your personal custody, or in the custody of persons authorised by you; or</p> <p>(ii) while contained in the night safe of any bank where you transact business.</p> <p>(b) <b>Business Money in Transit does not</b> include Money on the Premises or in a private residence.</p>
“Business Money”	Money which is received from the goods or services you provide, or the products you sell, in connection with the Business.

See also the General Definitions for the meanings of other words which are also applicable to Section 4

## 4.2 Defined Events

If your Certificate of Insurance indicates that you have taken out cover under Section 4, **we cover** you for loss, destruction, or damage to Business Money caused by any Defined Event listed below occurring during the Period of Insurance **except** as provided under We Will Not Pay.

Defined Event	We Will Not Pay
	The Specific Exclusions in Section 4.5 and the General Exclusions in Section 9 also apply
(1) <b>Loss of, or Destruction or Damage to Business Money in Transit</b>	<p><b>We will not pay</b> for loss, destruction, or damage:</p> <p>(a) to Business Money in the night safe of a bank after closing time that occurs on the next bank business day following the deposit into the night safe; or</p> <p>(b) that did not occur within Australia.</p>
(2) <b>Loss of, or Destruction or Damage to Business Money in your personal custody, or in the custody of persons authorised by you, while contained in your, or their, private residence</b>	<b>We will not pay</b> for any loss, destruction, or damage which did not occur in Australia.
(3) <b>Loss of, or Destruction or Damage to Business Money on the Premises during your Business hours</b>	

## Section 4 – Business Money (continued)

### 4.3 Settlement

If your claim is covered under Section 4, **we will pay** you on the basis set out below.

<b>Settlement Basis</b>	
<b>(1) Our Limit of Liability</b>	Our liability is limited to the Sum Insured, less the applicable Excess.
<b>(2) One Automatic Reinstatement of the Sum Insured</b>	<p><b>(a)</b> Following payment of a claim for loss, destruction, or damage under this Section, other than for the full amount of the Sum Insured, we will automatically reinstate the Sum Insured only once in any one Period of Insurance, <b>provided that</b> you pay any extra Premium that applies if required by us.</p> <p><b>(b)</b> Subsequent reinstatement of the Sum Insured will not be automatic and will only be effected on such terms as we agree with you in writing.</p>
<b>(3) Total Loss</b>	If we paid the full amount of the Sum Insured to settle a claim, the insurance on that Property terminates and no refund of Premium applies.

### 4.4 Additional Benefits

If your claim is covered under Section 4 **we will** also cover you for the following Additional Benefits. **You must** obtain our consent prior to any of the costs being incurred. Any amount we pay for these Additional Benefits is in addition to the Sum Insured.

<b>Additional Benefit</b>	<b>Limits to Additional Benefits</b> – in addition to the Sum Insured
<b>(1) Safes and Strongrooms</b>	<b>We will pay</b> up to a total of \$1,000, for all costs incurred during the Period of Insurance for loss of, or destruction or damage to any safe or strongroom caused by any person, not authorised by you, attempting to gain entry.
<b>(2) Seasonal Increase in Sum Insured</b>	<p><b>We will</b> increase the Sum Insured for Business Money specified in the Certificate of Insurance by 50% either:</p> <p><b>(i)</b> 3 days prior to Gazetted Monday Public Holidays and until the conclusion of the following trading day; or</p> <p><b>(ii)</b> from the 1<sup>st</sup> of November to the conclusion of trading on the 16<sup>th</sup> of January in the following year; and for the 30 days immediately prior to Good Friday; and 10 days following Good Friday.</p>

The Specific Exclusions in Section 4.5 and the General Exclusions in Section 9 apply to these Additional Benefits



## Section 4 – Business Money (continued)

### 4.5 Specific Exclusions

We do not cover you under Section 4 in the following circumstances, other than to the extent indicated.

Excluded Circumstances	
(1) <b>Shortages</b>	We will not pay for shortages resulting from clerical or accounting errors or errors in receiving or paying out Business Money.
(2) <b>Discovery After Three Days</b>	We will not pay for loss, destruction, or damage not discovered within three working days of its occurrence.
(3) <b>Family or Employee</b>	We will not pay for loss, destruction, or damage resulting from collusion, embezzlement, or misappropriation by you, any member of your family, your co-directors, partners, or employees.
(4) <b>Carriers</b>	We will not pay for loss of, or destruction or damage to Business Money carried by professional money carriers, professional carriers, or common carriers.
(5) <b>Unattended Vehicle</b>	We will not pay for loss, destruction, or damage from an unattended vehicle.
(6) <b>Ransom or Extortion</b>	We will not pay for loss, destruction, or damage resulting from ransom or extortion, other than as a result of stealing consequent upon actual assault or the threat of immediate violence to any person on the Premises.
(7) <b>Trickery</b>	We will not pay for loss, destruction, or damage as a result of trickery or deception.
(8) <b>Banking</b>	We will not pay for loss of, or destruction or damage to any Business Money that has not been deposited in a Bank within 5 business days (not including any bank holidays) of being received.
(9) <b>Personal Money</b>	We will not pay for loss, destruction or damage to your personal Money.

See also the General Exclusions in Section 9 which are applicable to all Sections

### 4.6 Specific Condition

If you choose to be covered under Section 4 of this policy, you must comply with the Specific Condition noted below otherwise we may not pay your claim under Section 4.

Specific Condition	
(1) <b>Burglar Alarm Systems</b>	<p>Where the Property at the Premises is protected by a burglar alarm system, you must ensure that:</p> <ul style="list-style-type: none"> <li>(a) the burglar alarm system is made operative whenever the Premises are left unattended; and</li> <li>(b) you exercise all due care to maintain all burglar alarm systems under your control so that they are in good working order at all times.</li> </ul> <p>If you do not meet both of these conditions, we may refuse to pay, or reduce the amount we pay, for any claim.</p>

See also the General Conditions in Section 10 which are applicable all Sections.

# Section 5 – Liability

## 5.1 Definitions

The meaning of the following words that apply only when used in Section 5 are shown below.

Word	Meaning
“Aircraft”	Any vessel, craft, aerial device, or thing, designed to fly in, or through, the atmosphere or space, <b>including</b> air cushioned vehicles.
“Business”	The business, trade, or profession specified in the Certificate of Insurance <b>including</b> : (a) the provision and management by you of: (i) canteen, social, sports, welfare, and child care facilities for your employees’ benefit; and (ii) first aid, medical, fire, and ambulance services; and (b) liability that arises out of your ownership or occupation of the Premises.
“Event”	(a) A single incident; (b) a series or number of incidents either having the same original cause or attributable to the one source; or (c) a continuous or repeated exposure to substantially the same general conditions.
“Manufacturer”	A person or entity which: (a) manufactures goods; or (b) is deemed to be a manufacturer under the Trade Practices Act 1974, because it: (i) holds itself out to the public as a manufacturer; (ii) has its own brand name on the goods; (iii) permits another person to promote the goods manufactured by the business; or (iv) imports the goods.
“North America”	(a) The United States of America and Canada; and (b) any State or Territory incorporated in or administered by, or from, either the United States of America or Canada.
“Occurrence”	An Event, which results in Personal Injury or Property Damage neither expected nor intended by you, and would not be expected from the standpoint of a reasonable person in your position.
“Personal Injury”	(a) Bodily injury, sickness, or disease <b>including</b> death, shock, fright, mental anguish, mental injury, or disability; (b) unlawful arrest, wrongful detention, or false imprisonment; (c) wrongful entry or eviction or other invasion of privacy; or (d) a publication of a libel or utterance of a slander or other defamatory material.
“Product Liability”	Your liability for Personal Injury or Property Damage caused by an Unknown Defect in Your Product <b>but only</b> 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”	(a) Physical loss, destruction, or damage to tangible property; (b) loss of use of tangible property resulting from physical loss, destruction, or damage to the tangible property; or (c) loss of use of tangible property that <b>has not</b> been lost, destroyed, or damaged which has caused physical injury to, or destruction or loss of, other tangible property.

## Section 5 – Liability (continued)

### 5.1 Definitions (continued)

Word	Meaning
“Territorial Limit”	<p>Anywhere in the world, <b>except</b> in North America where <b>we only cover</b> you for Occurrences in connection with:</p> <ul style="list-style-type: none"> <li>(a) Product Liability for Your Product being exported to North America; or</li> <li>(b) Personal Injury or Property Damage occurring during Business visits to North America by directors or employees of the Business normally resident outside North America. <b>We do not cover</b> directors or employees who are engaged in manual labour during any such visit.</li> </ul>
“Unknown Defect”	<ul style="list-style-type: none"> <li>(a) A defect in, or the harmful nature of, Your Products;</li> <li>(b) a defect or deficiency in any direction or advice provided or intended to be provided by you concerning the use or storage of Your Products; or</li> <li>(c) a failure by you to provide direction or advice concerning the use or storage of Products;</li> </ul> <p><b>that</b> was <b>not known</b> to, or which could not reasonably have been suspected by, you or your directors, partners, or senior executives, before Your Products left your possession.</p>
“Vehicle”	<p>Any machine on wheels or self-laid tracks, designed to be propelled by <b>other than</b> manual or animal power, and any trailer or other attachment designed to be drawn by any such machine, <b>but does not include</b> Aircraft or Watercraft.</p>
“Watercraft”	<p>Any vessel, craft, or thing, designed to float or travel on, or in, water or to travel on, or through water <b>but does not include</b> any air cushioned vehicle.</p>
“you” and “your”	<p>Each person, company, or other entity specified in the Certificate of Insurance as being insured under this policy and <b>includes</b>:</p> <ul style="list-style-type: none"> <li>(a) all subsidiary companies of any company specified in the Certificate of Insurance: <ul style="list-style-type: none"> <li>(i) incorporated or acquired in the Territorial Limit;</li> <li>(ii) existing before the commencement of your cover under Section 5; and</li> <li>(iii) declared in the Proposal;</li> </ul> </li> <li>(b) all companies incorporated or acquired by a person, company, or other entity specified in the Certificate of Insurance 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</li> <li>(c) any: <ul style="list-style-type: none"> <li>(i) director, executive, officer, employee, partner, or shareholder of the Business;</li> <li>(ii) office bearer or member of a canteen, social, sports, welfare, or child care facility provided by the Business for employees’ benefit;</li> <li>(iii) member of a first aid, medical, fire, or ambulance service provided by the Business; and</li> <li>(iv) voluntary worker of a company, or other entity specified in the Certificate of Insurance;</li> </ul> </li> </ul> <p>while acting in such capacity.</p>
“Your Product” or “Product”	<p>Any thing manufactured or 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 (<b>including</b> any packaging, containers, directions, markings, instructions, warnings, or specifications) after physical possession has been passed to others.</p>

See also the General Definitions for the meanings of other words which are also applicable to Section 5.

## Section 5 – Liability (continued)

### 5.2 Cover and Limitations

If your Certificate of Insurance indicates that you have taken out cover under Section 5, **we cover** you against all sums which you become **legally liable** to pay as compensation in respect of:

(1) **Personal Injury**; or

(2) **Property Damage**;

happening during the Period of Insurance as a result of an Occurrence within the Territorial Limit in connection with your Business.

<b>Cover and Limitations</b>	
The Specific Exclusions in Section 5.4 and the General Exclusions in Sections 9 also apply.	
<b>(1) Our Limit of Liability</b>	<p>(a) <b>We will pay</b> up to the Limit of Liability subject to (b) below, less the stated Excess, for all claims for Personal Injury or Property Damage as a result of any one Occurrence during the Period of Insurance.</p> <p>(b) <b>Our total liability</b> for all Products Liability claims are a result of all Occurrences during the Period of Insurance <b>is limited</b> to the Limit of Liability.</p> <p>(c) <b>We will not pay</b> more than the Limit of Liability referred to in (a) or (b) above, regardless of the number of:</p> <ul style="list-style-type: none"> <li>(i) legal entities included in the definition of “you” in Section 5.1; or</li> <li>(ii) persons or organisations who sustain Personal Injury or Property Damage.</li> </ul> <p>(d) If we pay a claim <b>we will also pay</b> in addition to the Limit of Liability referred to in (a) and (b) above for:</p> <ul style="list-style-type: none"> <li>(i) Legal costs and expenses incurred by you with our written consent for representation in any court, or in the settlement or defence of the claim; and</li> <li>(ii) first aid costs incurred by you for first aid rendered to others at the time of an Occurrence which results in Personal Injury;</li> </ul> <p>subject to (e) as detailed below.</p> <p>However, if a judgement, or an amount to settle a claim, exceeds the Limit of Liability, any amount we pay for legal costs and expenses <b>is limited</b> to the proportion the Limit of Liability bears to the judgement or settlement sum.</p> <p>(e) The costs and expenses we will pay under (d) are included in the Limit of Liability for:</p> <ul style="list-style-type: none"> <li>(i) Claims arising from Personal Injury or Property Damage occurring during Business visits to North America by your directors or employees who are normally resident outside North America; and</li> <li>(ii) Product Liability claims.</li> </ul> <p>(f) The Excess that applies to each claim is as specified on your Certificate of Insurance.</p>
<b>(2) Discharge of Liabilities</b>	<p>(a) <b>We may</b> at any time pay to you, in respect of all claims:</p> <ul style="list-style-type: none"> <li>(i) the amount of the Limit of Liability; or</li> <li>(ii) any <b>lesser sum</b> for which we reasonably believe the claims can be settled; after deduction of any sum already paid as compensation in respect of the claims.</li> </ul> <p>(b) Upon making the payment set out in (a), <b>we will</b> relinquish control of, and be under no further liability under the policy in connection with, the claims <b>except</b> for costs, charges, and expenses:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(ii) incurred by us or incurred by you with our written consent prior to the date of the payment.</li> </ul> <p>(c) <b>We will not pay</b> for any claim or judgement or defend any suit after our Limit of Liability has been exhausted.</p>

## Section 5 – Liability (continued)

### 5.2 Cover and Limitations (continued)

<b>Cover and Limitations</b>	
The Specific Exclusions in Section 5.4 and the General Exclusions in Sections 9 also apply.	
(3) <b>Property in your Physical or Legal Control</b>	<p><b>We will pay</b> for Property Damage:</p> <ul style="list-style-type: none"> <li>(a) to property in your physical or legal control <b>but not</b> belonging to you up to \$50,000 for any one Occurrence, <b>but we will not pay</b> for Money, securities, or negotiable instruments;</li> <li>(b) to premises that are leased, rented, or temporally occupied, by you for the purpose of your Business caused by fire, explosion, water discharging or leaking from any pipe or water system, or impact caused by any Vehicle <b>provided that you</b> must pay the first \$250 in respect of Property Damage caused <b>other than</b> by fire or explosion; and</li> <li>(c) to Vehicles <b>not</b> owned by you, or used by you or on your behalf, while in your physical or legal control <b>but only</b> where: <ul style="list-style-type: none"> <li>(i) the Property Damage occurs while the Vehicle is in a car park owned or operated by you; and</li> <li>(ii) no part of your Business is the ownership or operation of a car park for reward.</li> </ul> </li> </ul>
(4) <b>Building and Demolition</b>	<p><b>We will pay</b> for claims arising from the alteration of, or addition to, existing buildings:</p> <ul style="list-style-type: none"> <li>(a) that are owned or occupied by you; and</li> <li>(b) where the total cost of the alteration or addition <b>does not</b> exceed \$500,000.</li> </ul>
(5) <b>Underground Cables, Pipes, and Services</b>	<ul style="list-style-type: none"> <li>(a) <b>We will pay</b> for claims in respect of Property Damage to underground cables, wires, pipes, or other services caused by, or arising out of, the use of any mechanical digging, scraping, grading, drilling, or levelling apparatus affixed to or forming part of any Vehicle, where: <ul style="list-style-type: none"> <li>(i) such apparatus is affixed to or forms part of any unregistered Vehicle;</li> <li>(ii) the appropriate authority has been contacted to verify the existence and location of such underground services and fittings; and</li> <li>(iii) a plan detailing the location of such services and fittings is obtained from the relevant authority prior to the commencement of the work.</li> </ul> </li> <li>(b) <b>You must pay</b> an Excess of \$2,000, for each claim in respect of Property Damage to underground cables, wires, pipes, or other services <b>including</b> their supports and fittings.</li> </ul>
(6) <b>Cutting, Heating, Welding or Grinding</b>	<p><b>We will only pay</b> for claims arising directly or indirectly out of, caused by, or in connection with, any:</p> <ul style="list-style-type: none"> <li>(a) cutting;</li> <li>(b) heating;</li> <li>(c) welding; or</li> <li>(d) grinding;</li> </ul> <p>if you have complied with the current Australian Standard “AS1674.1 – 1997 and AS1674.2 – 2003 Safety in Welding and Allied Processes”.</p>
(7) <b>Contractual Liabilities</b>	<p><b>We will only pay</b> for claims arising out of a liability assumed by you under any contract or agreement, where:</p> <ul style="list-style-type: none"> <li>(a) the liability would have been implied by law in the absence of the contract or agreement; or</li> <li>(b) the liability is in respect of a claim made by a lessor or landlord for indemnity for: <ul style="list-style-type: none"> <li>(i) Personal Injury; or</li> <li>(ii) Property Damage</li> </ul> <p>under the provisions of a lease or agreement for tenancy of premises occupied by you in connection with the Business, <b>but not</b> in respect of Property Damage to buildings, occupied in whole or in part by you, or their contents.</p> </li> </ul>

## Section 5 – Liability (continued)

### 5.3 Additional Benefits

If you are covered under Section 5, **we will** extend your cover to include the following Additional Benefits. Any amount we pay for these Additional Benefits is not in addition to the Limit of Liability.

Additional Benefit	Limits to Additional Benefits – <b>not</b> in addition to the Limit of Liability
(1) <b>Cross Liability</b>	Each of the parties comprising “you” are considered as a separate entity and “you” or “your” will apply to each party as if a separate policy had been issued to each of the parties, <b>but</b> our aggregate liability is limited to the Limit of Liability, <b>less</b> the applicable Excess.
(2) <b>Principals Indemnity</b>	<p><b>We cover</b> 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 <b>you must</b> indemnify the principal, <b>but only</b>:</p> <ul style="list-style-type: none"> <li>(a) in relation to work carried out by you; and</li> <li>(b) if the liability would have been implied by law in the absence of the contract or agreement and you would be entitled to cover under Section 5 if the claim was made against you.</li> </ul>
(3) <b>Treatment Risk</b>	<ul style="list-style-type: none"> <li>(a) If your Business is that of a hairdresser or beauty salon, <b>we will pay</b> for claims arising directly or indirectly out of, or caused by, haircutting, hair-colouring, hairdressing, shaving, shampooing, massaging, manicuring, facial treatment, ear piercing, hair removal, or the use of hand or electric appliances.</li> <li>(b) <b>We will not pay</b> for claims arising directly or indirectly from, or caused by: <ul style="list-style-type: none"> <li>(i) body or facial piercing, <b>other than</b> ear piercing;</li> <li>(ii) any treatment or activity in respect of weight management or weight reduction;</li> <li>(iii) the use of any sporting equipment or apparatus designed for exercise, weight management, or weight reduction;</li> <li>(iv) the use of any solarium, tanning machine, or similar device;</li> <li>(v) the removal or peeling of skin;</li> <li>(vi) cosmetic tattooing or micro-pigmentation;</li> <li>(vii) laser treatment; or</li> <li>(viii) resulting from sexual assault or sexual molestation.</li> </ul> </li> <li>(c) <b>Our total liability</b> for all claims during the Period of Insurance, provided by Section 5.3(3) is limited to \$10,000,000, <b>less</b> the applicable Excess.</li> <li>(d) The Specific Exclusion in Section 5.4(25) Professional Liability <b>does not apply</b> to this Section 5.3(3).</li> </ul>
(4) <b>Waiver of Subrogation</b>	<ul style="list-style-type: none"> <li>(a) <b>We will not</b> exercise our rights of subrogation under Section 5 subject to (b) below, against: <ul style="list-style-type: none"> <li>(i) any corporation, the majority of whose capital stock is owned or controlled by you;</li> <li>(ii) any corporation, firm, or individual who owns or controls the majority of your capital stock; or</li> <li>(iii) any corporation, firm, or individual to which, or to whom, protection is afforded under Section 5.</li> </ul> </li> <li>(b) <b>We will however</b> exercise our rights of subrogation: <ul style="list-style-type: none"> <li>(i) if such corporation, firm, or individual is protected from such loss by any other insurance, <b>but only</b> to the extent and up to the Sum Insured/Limit of Liability of the other insurance; and</li> <li>(ii) for claims arising out of a liability assumed by you under any contract or agreement, <b>other than</b> as provided for under Section 5.2(7) Contractual Liabilities.</li> </ul> </li> </ul>

The Specific Exclusions in Section 5.4 and the General Exclusions in Section 9 apply to these Additional Benefits

## Section 5 – Liability (continued)

### 5.4 Specific Exclusions

We do not cover you under Section 5 in the following circumstances, **other than** to the extent indicated.

Excluded Circumstances	
(1) <b>Vehicles</b>	<p><b>We will not pay</b> for claims arising out of your ownership, possession, operation, or use of any vehicle:</p> <ul style="list-style-type: none"> <li>(a) which is registered; or</li> <li>(b) in respect of which compulsory insurance is required by virtue of any legislation relating to motor vehicles.</li> </ul>
(2) <b>Aircraft</b>	<p><b>We will not pay</b> for claims arising directly or indirectly out of, caused by, or in connection with:</p> <ul style="list-style-type: none"> <li>(a) the ownership, possession, use, existence, working, navigation, or operation by you or on your behalf, of any Aircraft;</li> <li>(b) the repair, maintenance, servicing of, or installation work in or on, any Aircraft;</li> <li>(c) the use of any of Your Products with your knowledge in the construction of any Aircraft; or</li> <li>(d) Your Product being manufactured specifically for, and installed in an Aircraft, or arising out of Your Product which you knew would be so installed.</li> </ul>
(3) <b>Watercraft</b>	<p><b>We will not pay</b> for claims arising directly or indirectly out of, caused by, or in connection with:</p> <ul style="list-style-type: none"> <li>(a) the ownership, possession, use, existence, working, navigation, or operation, by you or on your behalf, of any Watercraft while afloat;</li> <li>(b) the repair, maintenance, or servicing of, or installation work in or on any Watercraft; or</li> <li>(c) ship-breaking or shipbuilding.</li> </ul>
(4) <b>Pollution</b>	<p><b>We will not pay</b> for:</p> <ul style="list-style-type: none"> <li>(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 <b>including, but not</b> limited to: <ul style="list-style-type: none"> <li>(i) smoke, vapour, soot, or fumes;</li> <li>(ii) acids, alkalis, or chemicals, liquids, gases; or</li> <li>(iii) waste <b>including</b> material to be recycled, reconditioned, or reclaimed; or</li> </ul> </li> <li>(b) any costs of removing, nullifying, or cleaning up pollutants; <b>unless</b> caused by a sudden, identifiable, unintended, and unexpected happening which takes place in its entirety at a specific time and place, <b>provided that</b>: <ul style="list-style-type: none"> <li>(i) if such seepage, discharge, dispersal, emission, release, or escape extends beyond more than one Period of Insurance, <b>we will not pay</b> more than the Limit of Liability stated in the Certificate of Insurance; and</li> <li>(ii) our total liability for claims during the Period of Insurance is limited to the Limit of Liability, <b>less</b> the applicable Excess.</li> </ul> </li> </ul>



## Section 5 – Liability (continued)

### 5.4 Specific Exclusions (continued)

<b>Excluded Circumstances</b>	
<p><b>(5) Employers' Liability (Workers Compensation)</b></p>	<p><b>(a) We will not pay:</b></p> <ul style="list-style-type: none"> <li><b>(i)</b> for Personal Injury arising out of or sustained in the course of employment of a person in your service or employed by you: <ul style="list-style-type: none"> <li><b>(A)</b> where you are indemnified or entitled to be indemnified under a policy of insurance, or arrangement made by you to provide accident insurance for your workers under a licence to self insure, required by any workers' compensation legislation or accident compensation legislation (or would have been if the required insurance been taken out or arrangement put in place);</li> <li><b>(B) except for</b> a person you are deemed to be an employer of by reason only of Section 175 of the Workers' Compensation and Injury Management Act 1981 (WA); or</li> </ul> </li> <li><b>(ii)</b> for Personal Injury arising out of harassment, libel, slander, defamation, humiliation, or discrimination against any person while in your service or while employed by you;</li> <li><b>(iii)</b> for Personal Injury arising out of for mental anguish suffered by any person arising out of, or in the course of, that person's employment by you or service to you;</li> <li><b>(iv)</b> for claims of a type that would have been covered under a policy of insurance arranged in accordance with any workers' compensation legislation or accident compensation legislation, <b>but</b> in respect of which indemnity has been withdrawn or reduced as a consequence of a change to the scope, terms, provisions, or requirements of such legislation made after the commencement of the Period of Insurance; or</li> <li><b>(v)</b> for any other liability imposed by the provisions of any workers compensation legislation or accident compensation legislation or industrial award, agreement, or determination.</li> </ul> <p><b>(b) We will pay</b> for liability of others assumed by you under a written contract where the contractual liability has been notified and specifically accepted by us.</p>
<p><b>(6) Property in your Physical or Legal Control</b></p>	<p><b>We will not pay</b> for Property Damage to property in your physical or legal control, <b>other than</b> and to the extent provided for under Section 5.2(3).</p>
<p><b>(7) Rectifying Faulty Work</b></p>	<p><b>We will not pay</b> for claims in respect of rectifying faulty work that had been originally undertaken by you.</p>
<p><b>(8) Contractual Liabilities</b></p>	<p><b>We will not pay</b> for claims arising out of a liability assumed by you under any contract or agreement, <b>other than</b> and to the extent provided for under Section 5.2(7) and Section 5.4(5)(b)</p>
<p><b>(9) Libel or Slander</b></p>	<p><b>We will not pay</b> for claims arising out of publication of a libel, utterance of a slander, or defamation:</p> <ul style="list-style-type: none"> <li><b>(a)</b> if the first injurious publication or utterance of the same or similar material by you or on your behalf was made prior to the commencement of your cover under Section 5; or</li> <li><b>(b)</b> if the publication, utterance, or defamation was: <ul style="list-style-type: none"> <li><b>(i)</b> made by you or at your direction with knowledge of the falsity of it; or</li> <li><b>(ii)</b> in the course of or related to advertising, broadcasting, publishing, or telecasting activities conducted by you or on your behalf.</li> </ul> </li> </ul>
<p><b>(10) Asbestos</b></p>	<p><b>We will not pay</b> for claims caused by, or arising directly or indirectly out of, or in connection with, the use or presence of asbestos.</p>

## Section 5 – Liability (continued)

### 5.4 Specific Exclusions (continued)

<b>Excluded Circumstances</b>	
<b>(11) Loss of Use</b>	<p><b>We will not pay</b> for claims arising from loss of use of tangible property which has not been physically lost, destroyed, or damaged, resulting from:</p> <ul style="list-style-type: none"> <li>(a) a delay or lack of performance by you or on your behalf under any contract or agreement; or</li> <li>(b) the failure of Your Product to meet the level of performance, quality, fitness, or durability expressly or impliedly warranted or represented by you;</li> </ul> <p><b>except for</b> 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 <b>other than</b> you.</p>
<b>(12) Faulty Design</b>	<p><b>We will not pay</b> 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.</p>
<b>(13) Product Damage</b>	<p><b>We will not pay</b> for claims:</p> <ul style="list-style-type: none"> <li>(a) to reinstate, repair, or replace Your Product; or</li> <li>(b) to pay the cost of reinstating, repairing or replacing, Your Product; where the damage was caused by Your Product.</li> </ul>
<b>(14) Product Recall</b>	<p><b>We will not pay</b> for claims arising:</p> <ul style="list-style-type: none"> <li>(a) from the cost of recall, withdrawal from sale, inspection, repair, or replacement of Your Product;</li> <li>(b) from the cost of investigation into the cause of any defect; or</li> <li>(c) in connection with the loss of use of Your Product.</li> </ul>
<b>(15) Discrimination</b>	<p><b>We will not pay</b> for claims arising out of the breach of any legal obligation relating to the prohibition of discrimination under any anti-discrimination legislation.</p>
<b>(16) Assault and Battery</b>	<p><b>We will not pay</b> for claims arising out of or resulting from liability for assault or battery, <b>unless</b> it was committed by you or at your direction for the purpose of preventing or eliminating danger to persons or property.</p>
<b>(17) Building and Demolition</b>	<p><b>We will not pay</b> for claims arising directly or indirectly out of, or caused by, or in connection with the:</p> <ul style="list-style-type: none"> <li>(a) erection of any new buildings or demolition of any buildings;</li> <li>(b) alteration of or addition to existing buildings that are not owned or occupied by you; or</li> <li>(c) alteration of or addition to existing buildings that are owned or occupied by you <b>other than</b> and to the extent provided for under Section 5.2(4).</li> </ul>
<b>(18) Claims in North America</b>	<p><b>We will not pay</b> for claims:</p> <ul style="list-style-type: none"> <li>(a) brought against you in North America; or</li> <li>(b) arising as a consequence of: <ul style="list-style-type: none"> <li>(i) you entering into contractual obligations subscribing to the jurisdiction of a court of North America; or</li> <li>(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 North America.</li> </ul> </li> </ul>
<b>(19) Fines and Penalties</b>	<p><b>We will not pay</b> or be liable for fines or penalties.</p>
<b>(20) Punitive Damages</b>	<p><b>We will not pay</b> or be liable for aggravated, punitive, or exemplary damages.</p>

## Section 5 – Liability (continued)

### 5.4 Specific Exclusions (continued)

<b>Excluded Circumstances</b>	
<b>(21) Underground Cables, Pipes, and Services</b>	<b>We will not pay</b> for claims in respect of Property Damage to underground cables, wires, pipes, or other services caused by or arising out of, the use of any mechanical digging, scraping, grading, drilling, or levelling apparatus affixed to or forming part of any Vehicle, <b>other than</b> and to the extent provided for under Section 5.2(5).
<b>(22) Cutting, Heating, Welding, or Grinding</b>	<b>We will not pay</b> for claims arising directly or indirectly out of, caused by, or in connection with any: <ul style="list-style-type: none"> <li>(a) cutting;</li> <li>(b) heating;</li> <li>(c) welding; or</li> <li>(d) grinding;</li> </ul> <b>other than</b> and to the extent provided for under Section 5.2(6).
<b>(23) Activities</b>	<b>We will not pay</b> for claims arising directly or indirectly out of, caused by, or in connection with any person participating in any activity involving: <ul style="list-style-type: none"> <li>(a) the riding of an animal;</li> <li>(b) scuba diving;</li> <li>(c) the use of a motorcycle;</li> <li>(d) abseiling, rock climbing, or the like;</li> <li>(e) snow skiing or sled riding; or</li> <li>(f) shooting, hunting, or the use of firearms.</li> </ul>
<b>(24) Advice for a Fee</b>	<b>We will not pay</b> for claims arising out of your rendering or failure to render advice for a fee, <b>other than</b> where that fee is in respect of the use or storage of your Products and that fee, or a discrete part of that fee, is directly payable for the advice (whether written or oral).
<b>(25) Professional Liability</b>	<b>We will not pay</b> for liability caused by, or arising out of: <ul style="list-style-type: none"> <li>(a) the rendering of or failure to render professional advice or service, or any related error or omission; or</li> <li>(b) prescription or administration of treatment of, or to, persons, (<b>including but not limited to</b>, grooming, beauty, cosmetic, pharmaceutical and therapeutic treatment) <b>other than Treatment Risk</b> and to the extent provided for under Section 5.3(3); or</li> <li>(c) making or formulating a design or specification within the domain of the architectural, engineering, scientific, chemical, actuarial, statistical, economic, financial, or medical profession;</li> </ul> <b>except</b> for the rendering of or the failure to render first aid services on your premises by your employees who are not qualified medical persons.
<b>(26) Child and Sexual Molestation</b>	<b>We will not pay</b> for claims arising out of, or resulting from, the molesting of any persons.

See also the General Exclusions in Section 9 which are applicable to all Sections

## Section 5 – Liability (continued)

### 5.5 Specific Conditions

If you are covered under Section 5 of this policy, **you must** follow the Specific Conditions noted below **otherwise** we may not pay your claim under Section 5.

Specific Conditions	
<b>(1) Claims Procedures and Requirements</b>	<p><b>You must:</b></p> <ul style="list-style-type: none"> <li>(a) immediately notify us in writing of the Occurrence of any Personal Injury or Property Damage;</li> <li>(b) provide us with all reasonable particulars and information that we may require;</li> <li>(c) immediately, on receipt, forward to us every letter, writ, summons, and process;</li> <li>(d) give all information and assistance we may require in the prosecution, defence, or settlement of any claim; and</li> <li>(e) use your best endeavours to preserve any damaged, defective, or other appliances, plant, or things which might prove necessary or useful by way of evidence in connection with any claim.</li> </ul>
<b>(2) Alteration or Repair</b>	<p><b>You must not</b> alter or repair any building, appliance, plant, or thing relevant to any claim, until we have the opportunity of an inspection, <b>unless</b> necessary for practical or safety reasons.</p>
<b>(3) No Admission of Liability</b>	<p><b>You must not</b> make any admission of liability, offer, promise, or payment without our prior written consent.</p>
<b>(4) Notices and Communication</b>	<p>Every notice to or communication with us <b>must</b> be in writing.</p>
<b>(5) Inspection</b>	<ul style="list-style-type: none"> <li>(a) If required by us, <b>you must</b> allow us: <ul style="list-style-type: none"> <li>(i) at any time to inspect your Property and operations; and</li> <li>(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 Section 5.</li> </ul> </li> <li>(b) Neither our inspection nor any report constitutes an undertaking to determine or warrant that such Property or operations are: <ul style="list-style-type: none"> <li>(i) safe;</li> <li>(ii) healthful; or</li> <li>(iii) in compliance with any law, rule, or regulation.</li> </ul> </li> </ul>
<b>(6) Product Recall</b>	<p><b>You must</b> at your own expense take reasonable action to trace, recall, or modify any of the Products containing any defect or deficiency of which you have knowledge or reason to suspect contain any defect or deficiency.</p>
<b>(7) Reasonable Care</b>	<p><b>You must:</b></p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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</li> <li>(c) comply with all statutory obligations concerning the inspection of passenger lifts and steam pressure apparatus.</li> </ul>

## Section 5 – Liability (continued)

### 5.5 Specific Conditions (continued)

Specific Conditions	
<b>(8) Maintenance of Product Records</b>	<p><b>You must</b> 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"><li>(a) research and development documents;</li><li>(b) design and manufacturing specifications;</li><li>(c) documents made or received by you showing the source and quality of components received by you;</li><li>(d) lists of businesses in the distribution chain;</li><li>(e) sales records of goods, <b>including</b> batch and model numbers, by destination and date; and</li><li>(f) records or documents containing details of all of your quality control measures, inspections, testing, repairs, replacements, and recalls.</li></ul>
<b>(9) Your Responsibility to Identify Manufacturer/Supplier</b>	<p><b>You must:</b></p> <ul style="list-style-type: none"><li>(a) supply within 30 days following receipt of a written request from any person particulars identifying:<ul style="list-style-type: none"><li>(i) the Manufacturer of the Product; or</li><li>(ii) the supplier of the Product to you;</li><li>(iii) in respect of any Product sold or supplied by you to that person; and</li></ul></li><li>(b) retain proof that the person received notification in writing within the 30-day period.</li></ul>

See also the General Conditions in Section 10 that apply to all Sections

# Section 6 – Personal Accident and Illness

## 6.1 Definitions

The meaning of the following words that apply only when used in Section 6 are shown below.

Word	Meaning
“Average Weekly Earnings”	<p>(a) The average weekly amount earned by the Insured Person (after deducting the average weekly expenses incurred in earning that income) over:</p> <ul style="list-style-type: none"> <li>(i) the period that the Insured Person has been continuously engaged in his or her occupation, trade, business, profession or employment; or</li> <li>(ii) over 52 weeks;</li> </ul> <p>whichever is the shortest period immediately before the date on which the Defined Event occurred.</p> <p>(b) If the Insured Person is a proprietor or partner in a business we will also include in Average Weekly Earnings for each week of continuing incapacity, 1/52nd of the share of the annual expenses which:</p> <ul style="list-style-type: none"> <li>(i) are the ongoing expenses of the business;</li> <li>(ii) are normally paid from the gross billings attributable to the personal efforts of the Insured Person; and</li> <li>(iii) the Insured Person must continue to meet.</li> </ul>
“Capital Benefit”	The amount specified in the Certificate of Insurance as the “Capital Benefit”.
“Compensation”	The amount calculated by multiplying the percentages specified in the Defined Events in Section 6.2 by the Capital Benefit or Weekly Benefit.
“Excess Period”	The period, shown on your Certificate of Insurance, for which we will not pay you Compensation, beginning after the Insured Person first receives medical advice from a registered medical practitioner, in respect of each separate occurrence of any Defined Event.
“Illness”	Any sickness, disease, or physical impairment of the Insured Person, first manifesting itself during the Period of Insurance and which prevents the Insured Person from engaging in, or attending to, all of his/her normal duties of profession, business, or occupation <b>but does not include</b> an Injury.
“Injury”	Bodily injury caused by accident to the Insured Person <b>but does not include</b> any condition which is also an Illness.
“Insured Person”	A person specified in the Certificate of Insurance as a person in respect of whose Injury or Illness insurance cover is provided under this Section.
“Weekly Benefit”	The amount specified in the Certificate of Insurance as the “Weekly Benefit”.

See also the General Definitions for the meanings of other words which are also applicable to Section 6

## Section 6 – Personal Accident and Illness (continued)

### 6.2 Defined Events

If your Certificate of Insurance indicates that you have taken out cover under Section 6, **we cover** you against any Defined Event listed below, occurring to the Insured Person anywhere in the world during the Period of Insurance, **but only** if the Defined Event is individually selected by you and specified in the Certificate of Insurance.

**We will not pay** for Injury or Illness if any of the Specific Exclusions in Section 6.5 or the General Exclusions in Section 9 apply.

Defined Event		
(1) <b>Injury</b> to the Insured Person, which must within 12 calendar months, result in his/her:		
(a) Death;	100%	
(b) Total and irrecoverable loss of all sight in both eyes;	100%	)
(c) Total and permanent loss of the use of both hands;	100%	)
(d) Total and permanent loss of the use of both feet;	100%	)
(e) Total and permanent loss of the use of one hand and one foot;	100%	)
(f) Total and permanent disablement from engaging in or attending to his/her normal profession, business, or occupation for a continuous period of 12 calendar months;	100%	)
(g) Total and permanent loss of the use of one arm or of the greater part of one arm;	80%	)
(h) Total and permanent loss of the use of one leg;	75%	)
(i) Total and irrecoverable loss of all sight in one eye together with irrecoverable loss of at least 50% of the sight in the other eye;	75%	)
(j) Total and permanent loss of the use of one hand or of five fingers of one hand, or the lower part of one arm;	70%	) of
(k) Total and permanent loss of the use of one foot or the lower part of one leg;	60%	)
(l) Total and permanent loss of hearing;	50%	) Capital
(m) Total and irrecoverable loss of all sight in one of two eyes;	50%	)
(n) Total and irrecoverable loss of the lens in one of two eyes;	50%	) Benefit
(o) Total and permanent loss of the use of one thumb:		)
(i) both phalanges; or	30%	)
(ii) one phalanx;	15%	)
(p) Total and permanent loss of the use of any finger:	10%	)
(i) three phalanges;	8%	)
(ii) two phalanges; or	4%	)
(iii) one phalanx;		)
(q) Total and permanent loss of the use of:	30%	)
(i) all toes of each foot;	10%	)
(ii) great toe - both phalanges;	5%	)
(iii) great toe - one phalanx; or	4%	)
(iv) each toe other than great toe; or	12.5%	)
(r) Total and permanent deafness of one ear.		)
(2) <b>Injury</b> which within 12 calendar months results in:		)
(a) total disablement of the Insured Person from engaging in or attending to his/her normal duties of profession, business, or occupation; or	100%	) of
(b) partial disablement of the Insured Person from engaging in or attending to his/her normal duties of profession, business, or occupation.	25%	) Weekly ) Benefit )
(3) <b>Illness</b> of the Insured Person.	100% of Weekly Benefit	
(4) <b>Illness</b> of the Insured Person resulting in:		
(a) total and incurable blindness; or		
(b) complete and permanent paralysis of any two limbs; such blindness or paralysis having continued for a period of 12 calendar months <b>provided</b> that the Insured Person has become entitled to Compensation for Illness under Section 6.2(3) only.	100% of Capital Benefit	



## Section 6 – Personal Accident and Illness (continued)

### 6.3 Settlement

If your claim is covered under Section 6, **we will** settle the claim on the basis set out below.

<b>Settlement Basis</b>	
<b>(1) Compensation</b>	<b>We will pay</b> you Compensation.
<b>(2) Our Limit of Liability</b>	<p><b>(a)</b> If you become entitled to Compensation for the Capital Benefit under more than one Defined Event in Section 6.2(1) resulting from the same Injury, <b>we will not pay:</b></p> <ul style="list-style-type: none"> <li><b>(i)</b> for any Defined Event if it is included in any other Defined Event for which a greater amount of Compensation is payable; or</li> <li><b>(ii)</b> in total, more than the Capital Benefit.</li> </ul> <p><b>(b) We will not pay</b> Compensation:</p> <ul style="list-style-type: none"> <li><b>(i)</b> for the same Insured Person after they have received Compensation for Capital Benefits under Section 6.2(1)(a) to (n), or 6.2(4);</li> <li><b>(ii)</b> under Sections 6.2(2) and 6.2(3): <ul style="list-style-type: none"> <li><b>(A)</b> for Weekly Benefits for a total period exceeding 104 weeks, as a result of any single Injury or Illness; or</li> <li><b>(B)</b> for Weekly Benefits in respect of the same period of time; or</li> <li><b>(C)</b> for any amount exceeding the lesser of: <ul style="list-style-type: none"> <li><b>(I)</b> the Compensation calculated as being payable; or</li> <li><b>(II)</b> 85% of the Insured Person’s Average Weekly Earnings not replaced from any other source;</li> </ul> </li> </ul> </li> <li><b>(iii)</b> for any period prior to the Insured Person receiving medical advice from a registered medical practitioner; or</li> <li><b>(iv)</b> for any Excess Period.</li> </ul> <p><b>(c)</b> The Weekly Benefits in Sections 6.2(2) and 6.2(3) are in addition to the Capital Benefits in Sections 6.2(1) and 6.2(4), if cover under Section 6.2(2) or Section 6.2(3) (as applicable) are selected by you and specified in the Certificate of Insurance.</p>
<b>(3) Workers’ Compensation</b>	The total amount of Compensation payable for Weekly Benefits in Sections 6.2(2) and 6.2(3) (subject to our limit of liability in Section 6.3(2)) will be reduced by the amount of weekly compensation payable to the Insured Person for the same Injury or Illness pursuant to the provisions of workers’ compensation or similar legislation.

## Section 6 – Personal Accident and Illness (continued)

### 6.4 Additional Benefits

- (1) If your claim for Capital Benefits is covered under Section 6.2(1)(f) for total and permanent disablement, or Section 6.2(4), **we will** also pay for rehabilitation costs necessarily and reasonably incurred. **You must** obtain our consent prior to any of the costs being incurred. Any amount we pay for this Additional Benefit is in addition to the Sum Insured.

Additional Benefit	Limits to Additional Benefits – in addition to the Sum Insured
(a) <b>Rehabilitation Costs</b>	<p><b>We will pay</b> up to a total of \$10,000 for each Insured Person, for the costs incurred by the Insured Person to:</p> <ul style="list-style-type: none"> <li>(i) undergo a rehabilitation program;</li> <li>(ii) acquire necessary equipment; or</li> <li>(iii) modify his/her home or car;</li> </ul> <p><b>other than</b> hospital treatment or general treatment under the Private Health Insurance Act 2007.</p>

The Specific Exclusions in Section 6.5 and the General Exclusions in Section 9 apply to this Additional Benefit

- (2) If you are covered under Section 6, **we will** extend your cover to include the following Additional Benefits. Any amount we pay for these Additional Benefits is not in addition to the Sum Insured.

Additional Benefit	Limits to Additional Benefits – not in addition to the Sum Insured
(a) <b>Disappearance</b>	<ul style="list-style-type: none"> <li>(i) If the Insured Person disappears at the time of the sinking, disappearance or wrecking of the conveyance in which the Insured Person was an occupant, and the Insured Person's body is not found within one year, <b>we will</b> presume that the Insured Person has died as a result of Injury.</li> <li>(ii) If after payment of Compensation, the Insured Person is found alive, <b>you must</b> repay the Compensation to us.</li> </ul>
(b) <b>Exposure</b>	If following Injury the Insured Person is exposed to the elements and as a result suffers a condition for which Compensation is payable, such condition will be treated as though it was an Injury.

The Specific Exclusions in Section 6.5 and the General Exclusions in Section 9 apply to these Additional Benefits

### 6.5 Specific Exclusions

**We do not cover** you under Section 6 for Injury or Illness in the following circumstances, other than to the extent indicated.

Excluded Circumstances	
(1) <b>Self-inflicted Injury</b>	<b>We will not pay</b> for Injury or Illness caused directly or indirectly by, or attributable to, a deliberate self-inflicted injury or suicide.
(2) <b>Venereal Disease</b>	<b>We will not pay</b> for Injury or Illness caused directly or indirectly by, or attributable to venereal disease or the contraction or complications of any sexually transmitted disease, other than syphilis technica.
(3) <b>HIV or AIDS</b>	<b>We will not pay</b> for Injury or Illness caused directly or indirectly by, or attributable to infection with Human Immunodeficiency Virus (HIV) or variants including Auto Acquired Immune Deficiency Syndrome (AIDS) or any illness which is caused by or made more likely by the contraction of HIV or its variants and AIDS Related Complex (ARC).
(4) <b>Hernia</b>	<b>We will not pay</b> for Injury or Illness caused directly or indirectly by, or attributable to <b>hernia however caused, except</b> where the Insured Person is insured for both Injury and Illness.

## Section 6 – Personal Accident and Illness (continued)

### 6.5 Specific Exclusions (continued)

<b>Excluded Circumstances</b>	
<b>(5) Alcohol or Drugs</b>	<p><b>We will not pay</b> for Injury or Illness caused directly or indirectly by, or attributable to, the Insured Person being:</p> <ul style="list-style-type: none"> <li>(a) under the influence of intoxicating liquor or a drug, <b>other than</b> a drug administered by, or taken in accordance with the advice of, a registered medical practitioner; or</li> <li>(b) addicted to intoxicating liquor, or a drug.</li> </ul>
<b>(6) Riot, Malicious Act, or Criminal Act</b>	<p><b>We will not pay</b> for Injury or Illness caused directly or indirectly by, or attributable to, or consequential upon, the Insured Person:</p> <ul style="list-style-type: none"> <li>(a) taking part in a riot or civil commotion;</li> <li>(b) acting maliciously; or</li> <li>(c) taking part in any criminal activity.</li> </ul>
<b>(7) Aerial Activities</b>	<p><b>We will not pay</b> for Injury or Illness caused directly or indirectly by, or attributable to, or consequential upon, the Insured Person engaging in any form of aerial flight or aerial activities, <b>except</b> if the Insured Person travels by air as a passenger in an aircraft that is authorised to fly under any legislation that relates to the safety of aircraft.</p>
<b>(8) Sports or Motorcycling</b>	<p><b>We will not pay</b> for Injury or Illness caused directly or indirectly by, or attributable to the Insured Person engaging in:</p> <ul style="list-style-type: none"> <li>(a) football of any code;</li> <li>(b) polo, polocrosse, boxing, kickboxing, wrestling, racing of any kind (other than on foot), underwater activities (involving artificial breathing methods), competitive snow or ice sports, ski-jumping either water or snow, pot holing, bungee jumping, mountaineering or rock climbing, abseiling, hang-gliding, paragliding, or parachuting of any kind;</li> <li>(c) water skiing or riding on a flotation device being towed by a boat;</li> <li>(d) motorcycling as passenger or rider; or</li> <li>(e) professional sporting activities.</li> </ul>
<b>(9) Excluded Condition</b>	<p><b>We will not pay</b> for Injury:</p> <ul style="list-style-type: none"> <li>(a) arising in any way from any “Excluded Condition” specified in the Certificate of Insurance;</li> <li>(b) beyond the usual time determined by a registered medical practitioner that the Insured Person should have recovered from the Injury if recovery had not been hindered by the “Excluded Condition”; or</li> <li>(c) which would not have incapacitated the Insured Person but for the “Excluded Condition”.</li> </ul>
<b>(10) Excluded Illness</b>	<p><b>We will not pay</b> for any:</p> <ul style="list-style-type: none"> <li>(a) pre-existing illness specified in the Certificate of Insurance as excluded; or</li> <li>(b) illness existing at, or contracted within 28 days after, the commencement of cover under Sections 6.2(3) and 6.2(4).</li> </ul>
<b>(11) Pre-existing Condition</b>	<p><b>We will not pay</b> for any pre-existing condition or illness.</p>
<b>(12) Illness Age Limit</b>	<p><b>We do not cover</b> any person over 60 years of age under Sections 6.2(3) and 6.2(4).</p>

See also the General Exclusions in Section 9 which are applicable to all Sections

## Section 6 – Personal Accident and Illness (continued)

### 6.6 Specific Conditions

If you are covered under Section 6 of this policy, **you must** follow the Specific Conditions noted below otherwise we may not pay your claim under Section 6.

Specific Conditions	
<b>(1) Medical Consultation</b>	<p>(a) Immediately following the occurrence of any Injury or Illness which may give rise to a claim under this Section, the Insured Person must at his/her expense consult a registered medical practitioner and follow the advice given.</p> <p>(b) <b>You must</b> supply, at your expense, all certificates and information required by us and in a form acceptable to us.</p> <p>(c) The Insured Person must comply with all requests by us to undergo any medical examination as often as is required and at our expense.</p>
<b>(2) Post Mortem</b>	In the event of the death of the Insured Person we may order a post mortem examination at our expense.
<b>(3) Notice of Alteration to the Risk</b>	<p>(a) <b>You must</b> give immediate written notice to us of any change in the occupation of any Insured Person and pay any additional Premium that may be required by us.</p> <p>(b) If after the commencement of this Section any Insured Person is affected by any disease or physical defect or infirmity of which you become aware, <b>you must</b> give written notice to us prior to the next renewal date detailing the circumstances of the change.</p>
<b>(4) Additional Accident and Illness Insurance</b>	You must give immediate written notice to us of any other policy of insurance which you have, or become aware of, that provides cover for accident, disease, injury, or illness, effected by or on behalf of an Insured Person.

**See also the General Conditions in Section 10 that apply to all Sections.**

# Section 7 – Motor Vehicles

## 7.1 Definitions

The meaning of the following words that apply only when used in Section 7 are shown below.

Word	Meaning
“Accessories”	<p>Means:</p> <ul style="list-style-type: none"> <li>(a) equipment specifically manufactured and designed for a vehicle and permanently attached to the Vehicle as additional equipment, including:               <ul style="list-style-type: none"> <li>(i) audio visual equipment;</li> <li>(ii) air conditioning units;</li> <li>(iii) alarms and other security devices;</li> <li>(iv) radio receivers, satellite navigation and citizen band radio service equipment; or</li> </ul> </li> <li>(b) artwork or signwriting, gates, tarpaulins, chains, ropes, and winches while attached to the Vehicle; or</li> <li>(c) other options and accessories that are specified in the Certificate of Insurance while permanently attached to the Vehicle.</li> </ul>
“Agreed Value”	The Sum Insured shown on the Certificate of Insurance for any specified sedan, station wagon, van, or utility with a carrying capacity of less than 2 tonnes.
“Market Value”	<p>The cash purchase price of the same model and make to your Vehicle, taking into account:</p> <ul style="list-style-type: none"> <li>(a) the value at the time of loss, destruction or damage; and</li> <li>(b) the age and condition of the Vehicle;</li> </ul> <p>calculated by an assessor appointed by us, and with reference to trade publications and other market information.</p>
“Personal Effects”	<p>Items of clothing and personal belongings normally worn or carried by a person <b>but does not include:</b></p> <ul style="list-style-type: none"> <li>(a) firearms, sporting or photographic equipment;</li> <li>(b) mobile phones, global positioning systems (GPS) or satellite navigation systems, musical instruments, or computers;</li> <li>(c) Money; or</li> <li>(d) jewellery, watches, or furs.</li> </ul>
“Tool of Trade”	<p>A Vehicle equipped with a tool, implement, or device for:</p> <ul style="list-style-type: none"> <li>(a) digging, scraping, grading, drilling, or levelling;</li> <li>(b) suction, sweeping, spraying; or</li> <li>(c) lifting, lowering, or supporting any object or person.</li> </ul>
“Total Loss”	<p>When:</p> <ul style="list-style-type: none"> <li>(a) the likely cost to repair the Vehicle plus the value of any salvage exceeds the Market Value; or</li> <li>(b) the Vehicle is stolen and not recovered within a reasonable period of time as determined by us.</li> </ul>
“Vehicle”	Any mechanically propelled vehicle designed for use on land only, including a motor car, motorcycle, goods carrying vehicle, trailer, caravan, mobile plant and equipment, tractor, self-propelled agricultural machine, or other vehicle, specified in the Certificate of Insurance and its Accessories.

See also the General Definitions for the meanings of words which are also applicable to Section 7

## Section 7 – Motor Vehicles (continued)

### 7.2 Defined Events

**We cover** you for each of the Defined Events listed below, unless otherwise indicated on your Certificate of Insurance and **except** as provided under **We Will Not Pay**, occurring during the Period of Insurance within the Commonwealth of Australia.

Defined Event	We Will Not Pay
	The Specific Exclusions in Section 7.5 and the General Exclusions in Section 9 also apply
<p>(1) Loss, destruction, or damage to the Vehicle caused by <b>Accident, Fire, or Theft</b></p>	<p><b>We will not pay for:</b></p> <ul style="list-style-type: none"> <li>(a) gradual deterioration or depreciation;</li> <li>(b) wear and tear, rust, or corrosion;</li> <li>(c) structural, mechanical, electrical, or electronic breakdown, malfunction or failure;</li> <li>(d) the tyres of the Vehicle being damaged by application of brakes, or by road punctures, cuts, or bursts;</li> <li>(e) loss of use of the Vehicle; or</li> <li>(f) loss by theft during or after a fire or accident <b>unless</b> and until steps have been taken to ensure the safety of the Vehicle.</li> </ul>
<p>(2) The incurring of a <b>Legal Liability</b> to pay compensation or damages for property damage or personal injury caused:</p> <ul style="list-style-type: none"> <li>• by the use of the Vehicle;</li> <li>• by goods falling from or being carried by the Vehicle; or</li> <li>• during loading or unloading of the Vehicle</li> </ul>	<ul style="list-style-type: none"> <li>(a) <b>We will not pay</b> for any liability caused by, arising out of, or in connection with: <ul style="list-style-type: none"> <li>(i) any contract, warranty, or agreement <b>unless</b> such liability would have been implied by law in the absence of the terms by which you assumed such liability in the contract, warranty, or agreement;</li> <li>(ii) the use of any unregistered or unlicensed Vehicle;</li> <li>(iii) the use of the Vehicle as a Tool of Trade <b>except</b> where the liability is caused: <ul style="list-style-type: none"> <li>(A) directly by the Vehicle and <b>does not</b> involve loss or damage to underground cables, pipes, or other services;</li> <li>(B) by goods being lifted, lowered, or carried by the Vehicle; or</li> <li>(C) by the falling of goods being lifted, lowered, or carried by the Vehicle;</li> </ul> </li> <li>(iv) delivery to or collection from the Vehicle; or</li> <li>(v) the transportation of: <ul style="list-style-type: none"> <li>(A) gases in containers having a capacity exceeding 500 litres; or</li> <li>(B) all other Dangerous Goods, in containers having a capacity exceeding 450 litres or a net mass exceeding 400 kilograms, except and to the extent provided under 7.4(2)(h) Dangerous Goods.</li> </ul> </li> </ul> </li> <li>(b) <b>We will not pay</b> for any liability: <ul style="list-style-type: none"> <li>(i) to any member of your family or to any person ordinarily residing with you or with whom you ordinarily reside;</li> <li>(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;</li> <li>(iii) in respect of which insurance is required by virtue of any statutory workers compensation scheme; or</li> <li>(iv) for removal of debris <b>except and to the extent</b> provided under Section 7.4(1)(p) Removal of Debris.</li> </ul> </li> <li>(c) <b>We will not pay</b> for: <ul style="list-style-type: none"> <li>(i) property belonging to you or in your custody or control;</li> <li>(ii) fines or penalties; or</li> <li>(iii) punitive, exemplary, or aggravated damages.</li> </ul> </li> </ul>

## Section 7 – Motor Vehicles (continued)

### 7.3 Settlement

- (1) If your claim for loss, destruction, or damage to the Vehicle is covered under Section 7.2(1), **we will** settle your claim on the basis set out below.

<b>Settlement Basis</b>	
<b>(a) Repair</b>	<p>(i) <b>We will</b> either repair or replace the Vehicle, or at our option, make a cash payment equivalent to the cost of repairing or replacing the Vehicle; or</p> <p>(ii) If we elect to repair the Vehicle:</p> <p>(A) you can suggest a repairer, or you can contact us to suggest one for you. If we do not accept your choice of repairer, you must still co-operate with us to select another repairer that you and we can mutually agree upon.</p> <p>(B) <b>we may</b> use reusable parts or parts not manufactured by a supplier to the original manufacturer of the Vehicle, which:</p> <p>(I) are consistent with the age and condition of the Vehicle;</p> <p>(II) do not affect the safety or the structural integrity of the Vehicle;</p> <p>(III) comply with the Vehicle manufacturer’s specifications and applicable Australian Design Rules;</p> <p>(IV) do not adversely affect the post repair appearance of the Vehicle; and</p> <p>(V) do not void or affect the warranty provided by the Vehicle manufacturer; and</p> <p>(C) <b>we may</b> arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs.</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>(b) Cost of Parts</b>	<p><b>We will not pay</b> for the cost of:</p> <p>(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;</p> <p>(ii) air freight of parts; or</p> <p>(iii) fabrication of parts.</p>
<b>(c) Total Loss</b>	<p>Where we have paid the claim as a Total Loss:</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>
<b>(d) Our Limit of Liability</b>	<p>Our Limit of Liability for the Vehicle at the time of loss, destruction or damage is limited to:</p> <p>(i) the lesser amount of the Sum Insured, or the Market Value; or</p> <p>(ii) the Agreed Value, if the Vehicle is a sedan, station wagon, van or utility with a carrying capacity of less than 2 tonnes;</p> <p>less the applicable Excess.</p>
<b>(e) Excess</b>	<p>You must pay all of the Excesses that apply to the claim.</p>
<b>(f) Theft of insured vehicle</b>	<p>If your Vehicle is stolen and not found within 21 days, we will declare the Vehicle a Total Loss. If your Vehicle is stolen and is not declared a Total Loss, Section 7.3(1)(a) will apply.</p>



## Section 7 – Motor Vehicles (continued)

### 7.3 Settlement (continued)

- (2) If you are covered for the incurring of a liability under Section 7.2(2), **we will pay** for the claim on the basis set out below.

<b>Settlement Basis</b>	
<b>(a) Our Limit of Liability</b>	<p><b>We will pay</b> up to a total of \$30,000,000:</p> <ul style="list-style-type: none"> <li>(i) in relation to any one accident or series of accidents arising out of the one event; and</li> <li>(ii) your legal costs and expenses incurred with our written consent or recoverable from you by a claimant;</li> </ul> <p><b>less</b> the applicable Excess.</p>
<b>(b) Legal Expenses</b>	<p><b>We will pay</b> for all legal expenses incurred with our written consent in defending any court proceeding arising from a claim.</p>

### 7.4 Additional Benefits

- (1) If you are covered for loss of, or destruction or damage to the Vehicle under Section 7.2(1), **we will** extend your cover to include the following Additional Benefits. Unless otherwise indicated, any amount we pay for these Additional Benefits is not in addition to the Sum Insured.

<b>Additional Benefit</b>	<b>Limits to Additional Benefits – not</b> in addition to the Sum Insured unless otherwise indicated
<b>(a) Taxi Fare</b>	<p><b>We will pay</b> 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, <b>provided that</b> you:</p> <ul style="list-style-type: none"> <li>(i) provide us with a receipt; and</li> <li>(ii) your claim is covered under Section 7.2(1).</li> </ul>
<b>(b) Return of Vehicle</b>	<p>Where the Vehicle is stolen and then recovered, <b>we will pay</b> the necessary costs involved in having the Vehicle returned to the place it is usually garaged.</p>
<b>(c) Use of Trailers</b>	<p><b>We will pay</b> up to \$500 in addition to the Sum Insured for loss of, or destruction or damage to any 2 or 4-wheel trailer, other than a caravan, while it is attached to the Vehicle.</p>
<b>(d) Approved Security Device</b>	<p><b>You will not</b> 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:</p> <ul style="list-style-type: none"> <li>(i) the Vehicle is fitted with a security device approved by us; and</li> <li>(ii) the device was armed and operable at the time of the theft or attempted theft.</li> </ul>

## Section 7 – Motor Vehicles (continued)

### 7.4 Additional Benefits (continued)

Additional Benefit	Limits to Additional Benefits – <b>not</b> in addition to the Sum Insured unless otherwise indicated
(e) <b>No Blame Bonus</b>	<p><b>You will not</b> lose the No Claim Bonus applicable to the Vehicle, if the Vehicle was involved in an accident and:</p> <ul style="list-style-type: none"> <li>(i) you can provide us with the name and address of the other driver and the registration number of the other vehicle; and</li> <li>(ii) the driver of the other vehicle was entirely at fault for the accident.</li> </ul> <p><b>We will</b> decide who is at fault.</p>
(f) <b>Personal Effects</b>	<ul style="list-style-type: none"> <li>(i) <b>We will pay</b> up to \$500 in addition to the Sum Insured for loss of, or destruction or damage to Personal Effects belonging to you or your employees, if: <ul style="list-style-type: none"> <li>(A) they are lost, destroyed, or damaged in an accident involving the Vehicle; or</li> <li>(B) stolen from your securely locked Vehicle.</li> </ul> </li> <li>(ii) <b>We will not</b> apply any Excess for a claim for Personal Effects only.</li> </ul>
(g) <b>Accidental Death of Driver</b>	<ul style="list-style-type: none"> <li>(i) <b>We will pay</b> you \$4,000 in addition to the Sum Insured, in the event of the death of the driver of the Vehicle: <ul style="list-style-type: none"> <li>(A) arising out of an accident involving the Vehicle; and</li> <li>(B) occurring within 12 calendar months from the date of the accident.</li> </ul> </li> <li>(ii) <b>We will not</b> apply an Excess for a claim for Accidental Death of Driver only.</li> </ul>
(h) <b>Windscreen and Window Glass</b>	<ul style="list-style-type: none"> <li>(i) <b>We will pay</b> for a claim for broken windscreen glass or window glass only without loss of the No Claim Bonus applicable to the Vehicle.</li> <li>(ii) <b>We will not</b> apply any Excess for a claim for a broken windscreen glass or window glass only, <b>but only</b> if the Vehicle has a carrying capacity of less than 5 tonnes.</li> </ul>
(i) <b>Hire Costs Following Theft</b>	<p><b>We will pay</b> in addition to the Sum Insured a maximum of \$100 per day up to \$1,000 in total following the theft of the Vehicle for the cost of hiring a similar vehicle for a period:</p> <ul style="list-style-type: none"> <li>(i) of 14 days; or</li> <li>(ii) up to the date of recovery and repair of the Vehicle; or</li> <li>(iii) until we pay your claim if your Vehicle is a Total Loss;</li> </ul> <p>whichever is the shortest period of time.</p>
(j) <b>No Fault Excess</b>	<ul style="list-style-type: none"> <li>(i) If your Vehicle is a sedan, station wagon, van, or utility with a carrying capacity of less than 2 tonnes, <b>you will not</b> be required to pay an Excess for a claim, <b>provided that</b>: <ul style="list-style-type: none"> <li>(A) you can provide us with the name and address of the other driver and the registration number of the other vehicle;</li> <li>(B) the driver of the other vehicle was entirely at fault for the accident; and</li> <li>(C) the amount of the claim exceeds the amount of any Excess, which would have otherwise been applicable.</li> </ul> </li> <li>(ii) Where there is a dispute as to fault, <b>you must</b> first pay the applicable Excess, however this will be refunded to you if it is established that the other driver was entirely at fault.</li> </ul>
(k) <b>Vehicles Being Transported</b>	<p><b>We will pay</b> for loss of, or destruction or damage to the Vehicle whilst being transported by road, rail, sea, or air between places in the Commonwealth of Australia or while being loaded before, or unloaded after such transportation.</p>

## Section 7 – Motor Vehicles (continued)

### 7.4 Additional Benefits (continued)

Additional Benefit	Limits to Additional Benefits – <b>not</b> in addition to the Sum Insured unless otherwise indicated
<b>(l) Emergency Repairs</b>	<b>We will pay</b> in addition to the Sum Insured up to \$500 for the reasonable cost of immediate repairs to enable your Vehicle to be driven safely following loss, destruction or damage.
<b>(m) Expediting Expenses</b>	<b>We will pay</b> in addition to the Sum Insured up to: <b>(i)</b> \$1,000; or <b>(ii)</b> 15% of the normal repair costs whichever is less, for the reasonable cost necessary to effect immediate temporary repairs or to expedite permanent repairs to your Vehicle.
<b>(n) Repair Guarantee</b>	We guarantee workmanship of the repairs authorised by us. This guarantee is for the life of your vehicle and is in addition to your statutory rights against the repairer and warranties that you have from the repairer directly. Wear and tear <b>is not</b> covered by this guarantee. We will arrange for repairs authorised by us to be rectified at no cost to you if we agree that the repairs are defective. Before we can arrange for the repairs to be rectified, you must allow us to inspect the Vehicle.
<b>(o) New Vehicle</b>	If your claim for loss of, or destruction or damage to the Vehicle is covered under this policy and your Vehicle is: <b>(i)</b> a sedan, station wagon, van, or utility with a carrying capacity of less than 2 tonnes; <b>(ii)</b> less than 24 months old from original registration; and <b>(iii)</b> a Total Loss; you may elect to have us replace the Vehicle with a similar make and model brand new Vehicle including similar Accessories, subject to local availability. The cost of the replacement Vehicle including Accessories may be greater than the Sum Insured shown on the Certificate of Insurance.
<b>(p) Removal of Debris</b>	<b>We will pay</b> up to \$5,000, in addition to the Sum Insured, for the cost of removal and disposal of any debris resulting from: <b>(i)</b> goods falling from the Vehicle; or <b>(ii)</b> the spillage, escape, or explosion of goods being carried by the Vehicle; as a result of an accident.
<b>(q) Towing</b>	<b>We will pay</b> 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.

The Specific Exclusions in Section 7.5 and the General Exclusions in Section 9 apply to these Additional Benefits

## Section 7 – Motor Vehicles (continued)

### 7.4 Additional Benefits (continued)

- (2) If you are covered for the incurring of a liability under Section 7.2(2), **we will** extend your cover to include the following Additional Benefits. Unless otherwise indicated, any amount we pay for these Additional Benefits is not in addition to the Sum Insured.

Additional Benefit	Limits to Additional Benefits – <b>not</b> in addition to the Sum Insured unless otherwise indicated
(a) <b>Substitute Motor Vehicle</b>	<p><b>We will pay</b> for liability arising from the use of a substitute vehicle, <b>provided that:</b></p> <ul style="list-style-type: none"> <li>(i) the Vehicle must be unable to be used as a result of damage, or mechanical or electrical breakdown or failure;</li> <li>(ii) the substitute vehicle must not be owned by you but must be in your custody or control;</li> <li>(iii) the substitute vehicle must be similar to the Vehicle; and</li> <li>(iv) not more than one substitute vehicle may be used at any one time in respect of the Vehicle.</li> </ul> <p>This Additional Benefit does not apply to Optional Cover in Section 7.6(2) Hire Costs Following Accident or Fire.</p>
(b) <b>Use of Trailer</b>	<p><b>We will pay</b> for liability arising from the use of any trailer or caravan while it is:</p> <ul style="list-style-type: none"> <li>(i) attached to the Vehicle; or</li> <li>(ii) accidentally detached from the Vehicle while in motion.</li> </ul>
(c) <b>Indemnity for your Employer or Principal</b>	<p><b>We will pay</b> all sums for which your employer, principal, or partner becomes 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.</p>
(d) <b>Employees using own Motor Vehicle</b>	<ul style="list-style-type: none"> <li>(i) <b>We will pay</b> for your liability arising out of your employees using their own motor vehicle while working for your Business.</li> <li>(ii) <b>We will not pay</b> if your employees are entitled to cover under their own vehicle insurance.</li> </ul>
(e) <b>Emergency Services Costs</b>	<p><b>We will pay</b> up to \$5,000 for your liability for charges imposed by the following authorities, as a result of an accident involving your Vehicle:</p> <ul style="list-style-type: none"> <li>(i) Fire Brigade;</li> <li>(ii) State, Federal or Local Government Emergency Services;</li> <li>(iii) Police.</li> </ul>
(f) <b>Uninsured Motorist</b>	<p><b>We will pay</b> up to \$3,000, where the Vehicle is damaged in an accident with an uninsured vehicle <b>provided that:</b></p> <ul style="list-style-type: none"> <li>(i) you can provide us with the name and address of the other driver and the registration number of the other vehicle;</li> <li>(ii) in our opinion, the driver of the other vehicle was entirely at fault for the accident;</li> <li>(iii) the damage to the Vehicle is not otherwise insured under this, or any other policy of insurance;</li> <li>(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</li> <li>(v) you agree not to take any separate action against the other driver without our consent.</li> </ul>
(g) <b>Persons Insured</b>	<p><b>We will</b> treat as though he or she were you, any person who:</p> <ul style="list-style-type: none"> <li>(i) with your consent was driving, using, or in charge of your Vehicle at the time of the accident, <b>provided that</b> he or she: <ul style="list-style-type: none"> <li>(A) is not entitled to cover for the accident under any other insurance policy; and</li> <li>(B) has not been refused motor vehicle insurance by any insurer; or</li> </ul> </li> <li>(ii) at the time of the accident was an authorised passenger in your Vehicle.</li> </ul>

## Section 7 – Motor Vehicles (continued)

### 7.4 Additional Benefits (continued)

Additional Benefits	Limits to Additional Benefits – not in addition to the Sum Insured unless otherwise indicated
(h) <b>Dangerous Goods</b>	<p><b>We will pay</b> up to \$25,000, in respect of your liability arising out of the use of your Vehicle in connection with the transportation of Dangerous Goods, where the transportation of such Dangerous Goods is in compliance with:</p> <ul style="list-style-type: none"> <li>(i) the Australian Code for the Transport of Explosives by Road and Rail;</li> <li>(ii) the Australian Code for the Transport of Dangerous Goods by Road and Rail; and</li> <li>(iii) any legislation relating to the transportation or storage of the Dangerous Goods.</li> </ul>

The Specific Exclusions in Section 7.5 and the General Exclusions in Section 9 apply to these Additional Benefits

- (3) If you are covered under Section 7, **we will** extend your cover to include the following Additional Benefits. Unless otherwise indicated, any amount we pay for these Additional Benefits is not in addition to the Sum Insured.

Additional Benefits	Limits to Additional Benefits – not in addition to the Sum Insured unless otherwise indicated
(a) <b>Cross Liability</b>	<p>Where the definition of “you” or “your” comprise more than one party, if one party causes personal injury or property damage and thereby becomes liable to one or more of the other parties, <b>we will</b> give cover to the party which has caused the personal injury or property damage but:</p> <ul style="list-style-type: none"> <li>(i) our Limit of Liability is not increased by this Additional Benefit; and</li> <li>(ii) this Additional Benefit is always subject to the operation of the Joint Insured provision in Section 10(4).</li> </ul>
(b) <b>Automatic Additions and Deletions</b>	<ul style="list-style-type: none"> <li>(i) <b>We will</b> cover any additional Vehicle purchased, leased, or hired by you for up to: <ul style="list-style-type: none"> <li>(A) \$100,000;</li> <li>(B) the Vehicle’s current Market Value; or</li> <li>(C) the purchase price of the Vehicle;</li> </ul>                     whichever is the lesser.                 </li> <li>(ii) <b>You must:</b> <ul style="list-style-type: none"> <li>(A) notify us within 14 days of the date of the purchase, lease, hire, or sale; and</li> <li>(B) pay any additional Premium requested by us.</li> </ul> </li> <li>(iii) <b>We will</b> allow a Premium adjustment for any Vehicle sold or disposed of during the Period of Insurance.</li> </ul>

The Specific Exclusions in Section 7.5 and the General Exclusions in Section 9 apply to these Additional Benefits

## Section 7 – Motor Vehicles (continued)

### 7.5 Specific Exclusions

We do not cover you under Section 7 in the following circumstances, other than to the extent indicated.

<b>Excluded Circumstances</b>	
<p><b>(1) Alcohol or Drugs</b></p>	<p><b>(a) We will not pay</b> for loss, destruction, or damage, or the incurring of a liability at a time when the Vehicle is being driven by, or is in the charge of, any person:</p> <ul style="list-style-type: none"> <li><b>(i)</b> under the influence of any drug or intoxicating liquor;</li> <li><b>(ii)</b> who is subsequently convicted of or issued with an infringement notice for driving under the influence of alcohol, or drugs, or alcohol and drugs;</li> <li><b>(iii)</b> who is subsequently convicted of or issued with an infringement notice for driving while the percentage of alcohol in the blood exceeds that permitted by the law of any State or Territory; or</li> <li><b>(iv)</b> who is subsequently convicted of or issued with an infringement notice for refusing to provide or allow the taking of a sample of: <ul style="list-style-type: none"> <li><b>(A)</b> breath;</li> <li><b>(B)</b> blood;</li> <li><b>(C)</b> urine;</li> <li><b>(D)</b> saliva; or</li> <li><b>(E)</b> any other sample as requested by police;</li> </ul>                     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 or presence of illicit drugs in the blood or other sample; or</li> <li><b>(v)</b> who refused a test to determine alcohol or drug levels, <b>including</b> a failure to report to a police station within the legal time frame following an incident that requires a drug or alcohol test, or did not remain at the scene of the incident for the time required by law, or until the police arrived without any reasonable excuse.</li> </ul> <p><b>(b) But paragraph (a) does not apply:</b></p> <ul style="list-style-type: none"> <li><b>(i)</b> to loss destruction or damage to your Vehicle if a person, <b>other than</b> you, was driving or in charge of the Vehicle, and you prove that you did not know, and could not reasonably have known, that the other person was under the influence of any drug or intoxicating liquor; and</li> <li><b>(ii)</b> to your vicarious liability occurred in connection with <b>(b)(i)</b> above <b>however we will not</b> indemnify the driver for his/her liability.</li> </ul>
<p><b>(2) Unroadworthy</b></p>	<p><b>We will not pay</b> for loss, destruction, or damage or the incurring of a liability caused directly or indirectly from the</p> <ul style="list-style-type: none"> <li><b>(a)</b> unroadworthy; or</li> <li><b>(b)</b> unsafe ;</li> </ul> <p>condition of the Vehicle, being a condition that was known to you, or should reasonably have been known to you, at the time of the occurrence of the loss, destruction, or damage or the incurring of the liability.</p>
<p><b>(3) Intentional Act</b></p>	<p><b>We will not pay</b> 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>
<p><b>(4) Deliberate Exposure</b></p>	<p><b>We will not pay</b> for loss, destruction, or damage or the incurring of a liability as a result of:</p> <ul style="list-style-type: none"> <li><b>(a)</b> a deliberate exposure to exceptional danger; or</li> <li><b>(b)</b> 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.</li> </ul>
<p><b>(5) Unlawful or Illegal Purpose</b></p>	<p><b>We will not pay</b> for loss of, or destruction or damage to the Vehicle, or the incurring of a liability at a time when the Vehicle is being used for an unlawful or illegal purpose, by you or by a person with your express or implied consent.</p>

## Section 7 – Motor Vehicles (continued)

### 7.5 Specific Exclusions (continued)

<b>Excluded Circumstances</b>	
<b>(6) Speed Tests</b>	<p><b>We will not pay</b> for loss of, or 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 preparation for:</p> <ul style="list-style-type: none"> <li>(a) racing or pacemaking;</li> <li>(b) a reliability, navigational, or similar trial, or</li> <li>(c) a speed, hill-climbing, or similar test,</li> </ul> <p>by you, or by some other person with your express or implied consent.</p>
<b>(7) Carrying, Lifting, or Towing Capacity</b>	<ul style="list-style-type: none"> <li>(a) <b>We will not pay</b> 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.</li> <li>(b) <b>We will pay</b> if a person <b>other than you</b> was driving or in charge of the Vehicle, if you prove that you did not know, and could not reasonably have known, that the Vehicle was carrying, lifting, or towing a load greater than the designed carrying capacity of the Vehicle.</li> </ul>
<b>(8) Hire Vehicle</b>	<p><b>We will not pay</b> for loss of, or 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, <b>unless</b> the Vehicle is being used as a car pool Vehicle or for a car sharing agreement for social or other similar purposes, including travelling to and from work.</p>
<b>(9) Unlicensed Driver</b>	<ul style="list-style-type: none"> <li>(a) <b>We will not pay</b> for loss of, or destruction or damage to the Vehicle, or the incurring of a liability at a time when: <ul style="list-style-type: none"> <li>(i) you are; or</li> <li>(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.</li> </ul> </li> <li>(b) In the case of some person other than you driving or being in charge of the Vehicle, your cover under Section 7 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.</li> </ul>
<b>(10) Liquid Petroleum Gas</b>	<p><b>We will not pay</b> for loss, destruction, or damage or the incurring of a liability as a result of the use of liquid petroleum gas (LPG) as a source of fuel, unless there has been strict compliance with all relevant statutes and regulations with respect to such use.</p>
<b>(11) Stock in Trade</b>	<p><b>We will not pay</b> for loss of, or 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.</p>
<b>(12) Motor Trade</b>	<p><b>We will not pay</b> for loss of, or 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.</p>
<b>(13) Reasonable Care after Accident</b>	<p><b>We will not pay</b> 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.</p>
<b>(14) Seizure or Confiscation</b>	<p><b>We will not pay</b> for loss, destruction, or damage or the incurring of a liability as a result of lawful seizure, confiscation, nationalisation, or requisition of the Vehicle.</p>

See also the General Exclusions in Section 9 which are applicable to all Sections



## Section 7 – Motor Vehicles (continued)

### 7.6 Optional Cover

If you have Accident, Fire and Theft cover for loss, destruction or damage to the Vehicle under Section 7.2(1), the Optional Cover 7.6(1) as indicated below will apply automatically **unless** you choose not to take this cover.

Details of Cover	
(1) <b>Maximum No Claim Bonus Protection</b>	<p>You are entitled to make one claim each Period of Insurance without losing the No Claim Bonus applicable to the Vehicle if the Vehicle:</p> <ul style="list-style-type: none"> <li>(i) has a carrying capacity of less than 2 tonnes; and</li> <li>(ii) is receiving our maximum No Claim Bonus discount.</li> </ul>

If selected by you and specified in your Certificate of Insurance the Optional Cover 7.6(2) as indicated below will apply.

Details of Cover	
(2) <b>Hire Costs Following Accident or Fire</b>	<p>When loss or damage is covered under Section 7 of the policy:</p> <ul style="list-style-type: none"> <li>(a) <b>We will pay</b> following notification by you to us, the reasonable cost incurred by you for hiring a replacement Vehicle, of similar make and model or carrying capacity, following loss, destruction or damage to the Vehicle caused by accident or fire for: <ul style="list-style-type: none"> <li>(i) up to \$100 per day;</li> <li>(ii) for a maximum period of 14 days; and</li> <li>(iii) no more than \$1,000 in total,</li> </ul>                     until your Vehicle is repaired, or until we pay your claim if your Vehicle is a Total Loss, whichever is the shortest period of time.                 </li> <li>(b) We must consent to the hire of the replacement Vehicle, but <b>you must</b> <ul style="list-style-type: none"> <li>(i) pay for the hire car first; and</li> <li>(ii) provide us with a hire agreement and receipt for the hire car.</li> </ul>                     We will then reimburse you. We are not responsible for making sure a hire car is available.                 </li> <li>(c) <b>We will not pay for:</b> <ul style="list-style-type: none"> <li>(i) any additional hire costs;</li> <li>(ii) running costs;</li> <li>(iii) loss or damage to the hire car;</li> <li>(iv) liability arising from the use of the hire car; or</li> <li>(v) any insurance excess or other costs which you may be liable for under the hire agreement.</li> </ul> </li> </ul>

**The Specific Exclusions in Section 7.5 and the General Exclusions in Section 9 apply to these Optional Covers**

# Section 8 – Domestic House and Contents

## 8.1 Definitions

The meaning of the following words that apply only when used in Section 8 are shown below.

Word	Meaning
<p><b>“Domestic Contents”</b></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"> <li>(a) furniture and furnishings;</li> <li>(b) floor rugs, carpets, and vinyls, whether fixed or unfixed;</li> <li>(c) household goods and garden equipment;</li> <li>(d) clothing, personal belongings, sporting, recreational and hobby equipment;</li> <li>(e) curtains and internal blinds;</li> <li>(f) above ground swimming pools, spas, and saunas that are not permanently fixed;</li> <li>(g) accessories or spare parts to a Motor Vehicle, aircraft, or Watercraft <b>but only</b> while not attached to a Motor Vehicle, aircraft, or Watercraft;</li> <li>(h) personal money, negotiable instruments, or bullion;</li> <li>(i) pictures, works of art, curios, documents, furs, musical instruments, watches, jewellery, unset precious stones, gold and silver articles, and collections of any kind;</li> <li>(j) audio and video recordings, including CDs, DVDs, laser discs and digital media;</li> <li>(k) computers and associated equipment including printers, scanners, and software;</li> <li>(l) specified items which are separately specified in the Certificate of Insurance; and</li> <li>(m) if you are a tenant in the Home Building, fixtures that are not landlord’s fixtures;</li> </ul> <p><b>but does not include:</b></p> <ul style="list-style-type: none"> <li>(n) any item included under the definition of Home Building in Section 8.1;</li> <li>(o) landscaping, trees, plants, or shrubs in the ground;</li> <li>(p) birds, animals, or fish; or</li> <li>(q) Motor Vehicles, aircraft, or Watercraft including accessories attached to them.</li> </ul>
<p><b>“Home Building”</b></p>	<p>The buildings at the Premises used principally and primarily as a place of residence including:</p> <ul style="list-style-type: none"> <li>(a) offices and surgeries contained within the place of residence;</li> <li>(b) outbuildings, fixtures, and structural improvements used for domestic purposes only;</li> <li>(c) services, whether underground or not, for which you are legally responsible;</li> <li>(d) retaining walls, fences, and gates used for domestic purposes only;</li> <li>(e) sealed, concreted or paved paths and driveways;</li> <li>(f) terraces, wells, bores and pergolas;</li> <li>(g) 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;</li> <li>(h) exterior blinds and awnings;</li> <li>(i) built in furniture;</li> <li>(j) meter boxes, television aerials, radio aerials and their masts and fittings; and</li> <li>(k) fixed wall, ceiling, and floor coverings;</li> </ul>

## Section 8 – Domestic House and Contents (continued)

### 8.1 Definitions (continued)

Word	Meaning
<p><b>“Home Building”</b> (continued)</p>	<p><b>but does not include:</b></p> <ul style="list-style-type: none"> <li>(l) carpets, vinyls, or floor rugs whether fixed or not;</li> <li>(m) trees, plants, shrubs, or landscaping;</li> <li>(n) a building used as a hotel, motel, or boarding house;</li> <li>(o) a building that is in the course of construction;</li> <li>(p) a temporary building or structure; or</li> <li>(q) a caravan, whether fixed to the Premises or not.</li> </ul>
<p><b>“Motor Vehicle”</b></p>	<p>A vehicle powered by other than animal power that is designed to travel by road, track, or cross country, including a trailer or caravan.</p>
<p><b>“Open Air”</b></p>	<p>Any place within:</p> <ul style="list-style-type: none"> <li>(a) the Premises that are not within an entirely walled and roofed building capable of being locked; or</li> <li>(b) any Motor Vehicle or Watercraft at the Premises whether locked or not.</li> </ul>
<p><b>“Premises”</b></p>	<p>The land specified in the Certificate of Insurance on which the Home Building or Domestic Contents are situated, including your road verge and street lawns.</p>
<p><b>“Watercraft”</b></p>	<p>Any vessel, craft, or thing made or intended to float on, or in, or travel through water, including a hovercraft <b>but does not include:</b></p> <ul style="list-style-type: none"> <li>(a) a surfboard less than 3 metres in length;</li> <li>(b) a surf mat;</li> <li>(c) water skis; or</li> <li>(d) a permanently moored pontoon.</li> </ul>

See also the General Definitions for the meanings of other words which are also applicable to Section 8

## Section 8 – Domestic House and Contents (continued)

### 8.2 Defined Events

If your Certificate of Insurance indicates that you have taken out cover under Section 8, **we cover** you for loss, destruction, or damage to the Home Building or Domestic Contents by one or more of the Defined Events listed below during the Period of Insurance **except** as provided under We Will Not Pay.

Defined Event	We Will Not Pay The Specific Exclusions in Section 8.5 and the General Exclusions in Section 9 also apply
(1) <b>Fire or Explosion</b>	<b>We will not pay</b> for loss, destruction, or damage caused by: (a) the Property, where the Property is undergoing any process involving the application of heat; or (b) the Property's own spontaneous combustion.
(2) <b>Lightning or Thunderbolt</b>	<b>We will not pay</b> for loss, destruction, or damage unless caused by a direct strike or a direct strike to Property in the immediate vicinity of the Premises
(3) <b>Earthquake, Tsunami, Subterranean Fire, or Volcanic Eruption</b>	<b>We will not pay</b> the first \$1,000 for loss, destruction, or damage to the Home Building or Domestic Contents occurring within any period of 48 consecutive hours of the earthquake, Tsunami, Subterranean Fire, or Volcanic Eruption. This is in addition to any excess that may apply.
(4) <b>Storm or Rainwater</b>	<b>We will not pay:</b> (a) more than 20% of your total Domestic Contents Sums Insured for loss, destruction, or damage to Domestic Contents while in the Open Air; (b) for loss, destruction, or damage caused by: (i) water entering through any opening not made by the storm, except water entering from the overflowing of a road drain, street gutter, or other drainage system external to the Home Building; (ii) water or wind entering the Home Building as a result of structural defects, faulty design, faulty workmanship, or lack of proper maintenance to the Home Building; (iii) water or wind entering the Home Building through an open window or door; (iv) action of the sea or high water; (v) erosion, landslide, subsidence, or any earth movement; or (c) for loss, destruction, or damage to glasshouses.
(5) <b>Malicious Acts</b>	<b>We will not pay</b> for loss, destruction, or damage caused by: (a) a tenant; (b) a boarder; (c) a person usually living in the Home Building; or (d) a person lawfully at the Premises.
(6) <b>Theft, Burglary, or Housebreaking</b> (actual or attempted)	(a) <b>We will not pay</b> more than: (i) 20% of your total Domestic Contents Sums Insured for theft of Domestic Contents while in the Open Air; or (ii) \$250 for theft or \$500 for burglary/housebreaking, of personal money, negotiable instruments, or bullion. (b) <b>We will not pay</b> for loss, destruction, or damage caused by: (i) a tenant; (ii) a boarder; (iii) a person usually living in the Home Building; or (iv) a person lawfully at the Premises.

## Section 8 – Domestic House and Contents (continued)

### 8.2 Defined Events (continued)

Defined Event	We Will Not Pay The Specific Exclusions in Section 8.5 and the General Exclusions in Section 9 also apply
(7) <b>Escape of Liquid</b> as a result of bursting, leaking, discharging, or overflowing of fixed domestic apparatus, tanks, or pipes	<b>We will not pay</b> for loss, destruction, or damage: (a) to the fixed domestic apparatus, tank, or pipe itself; or (b) caused by the escape of water from any shower alcove or recess.
(8) <b>Riot and Civil Commotion</b>	
(9) <b>Impact</b> by animals	<b>We will not pay</b> for loss, destruction, or damage caused by an animal kept at the Premises.
(10) <b>Impact</b> by a falling tree or branch, or mast or aerial	<b>We will not pay</b> 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) the cost of removing the tree or part of the tree, except those parts needing to be removed in order to repair the loss, destruction, or damage.
(11) <b>Impact by:</b> (a) Motor Vehicle or Watercraft; (b) aircraft or debris falling from an aircraft, rocket, or satellite; or (c) space debris	
(12) <b>Breakage of fixed glass, solar panels, ceramic cooktop, shower base, spa, bath, basin, sink, toilet, or cistern</b>	(a) <b>We will not pay</b> for loss, destruction, or damage: (i) caused to glass forming part of a glasshouse; (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 ordinarily carried by hand; or (v) to vases, ornaments, or table lamps. (b) <b>We will not pay</b> for chipping, scratching, or breaking of china, marble, composite material, or earthenware.
(13) <b>Fusion</b> , being the burning out by electric current of a motor in an electrical machine or apparatus forming part of the Home Building or Domestic Contents	<b>We will not pay</b> for loss, destruction, or damage: (a) to mechanical parts including bearings, brushes, or switches of any description; (b) to associated electrical controls; (c) to lighting or heating elements, fuses, or protective devices; or (d) caused by other mechanical, electrical, or electronic breakdown, malfunction or failure.

## Section 8 – Domestic House and Contents (continued)

### 8.3 Settlement

If your claim is covered under Section 8, **we will** at our option pay for, or reinstate, replace, or repair the Home Building or Domestic Contents, on the basis set out below.

<b>Settlement Basis</b>	
<b>(1) Home Building</b>	<b>We will</b> Reinstate the Home Building. We may, at our option, elect to pay you the cost to Reinstate the Home Building.
<b>(2) Domestic Contents</b>	<b>We will</b> Reinstate the Domestic Contents. We may, at our option, elect to pay you the cost to Reinstate the Contents.
<b>(3) Fusion</b>	<b>We will pay</b> for the repair or replacement of the electric motor, <b>but only</b> if the electric motor is 15 years old or less.
<b>(4) Floor Coverings or Curtains</b>	For fixed wall, ceiling, or floor coverings or carpets, internal blinds or curtains, <b>we will only pay</b> for repairing or replacing the item in the room in which the loss, destruction, or damage occurred.
<b>(5) Escape of Liquids</b>	<b>We will pay:</b> <b>(a)</b> for damage to the Home Building and Domestic Contents; and <b>(b)</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.
<b>(6) Sets or Pairs of Items</b>	Where you make a claim in relation to an item which forms part of a pair, suite, or set: <b>(a) we will pay</b> the value of that one item; and <b>(b) we will not pay</b> you for a reduction in the value of the pair, suite, or set.
<b>(7) Accessories or Spare Parts</b>	<b>We will pay</b> up to \$250 in total for loss of, or destruction or damage to accessories or spare parts to a Motor Vehicle, motorcycle, mini-bike, caravan, trailer, aircraft, or Watercraft while at the Premises <b>but not</b> while attached to a Motor Vehicle, motorcycle, mini-bike, caravan, trailer, aircraft or Watercraft.
<b>(8) Personal Money, Bullion, or Negotiable Instruments</b>	<b>We will pay</b> up to \$500 in total for loss of, or destruction or damage to personal money, negotiable instruments or bullion, except where the loss, destruction, or damage is caused by theft in which case we will pay up to \$250.
<b>(9) Works of Art, Jewellery, or Collections of any Kind</b>	<b>We will pay</b> up to: <b>(a)</b> \$1,000 per item; or <b>(b)</b> \$5,000 in total for all items; whichever is the lesser, for loss of, or 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, <b>unless</b> the item is separately specified in the Certificate of Insurance.
<b>(10) Audio or Video Recordings</b>	<b>We will pay</b> up to \$1,000 in total for loss of, or destruction or damage to audio or video recordings including CDs, DVD's and laser discs, unless separately specified in the Certificate of Insurance.
<b>(11) Computers</b>	<b>We will pay</b> up to \$5,000 in total for loss of, or destruction or damage to computers and associated equipment including printers, scanners, and software, unless separately specified in the Certificate of Insurance.

## Section 8 – Domestic House and Contents (continued)

### 8.3 Settlement (continued)

<b>Settlement Basis</b>	
<b>(12) Unavailability of Materials or Parts</b>	<p><b>We will</b> match the existing materials or parts, however if the exact materials or parts are not available locally:</p> <p>(a) <b>we will not pay for:</b></p> <p style="padding-left: 20px;">(i) any increased cost you may incur; or</p> <p style="padding-left: 20px;">(ii) any freight where materials or parts are imported into Australia; and</p> <p>(b) <b>we will pay</b> the last known cost of the existing materials or parts.</p>
<b>(13) Cash Settlement</b>	<p>(a) If we elect to cash settle for any item, <b>we will pay</b> the amount it would cost us to repair or replace that item.</p> <p>(b) If you do not want us to repair or replace an item, <b>we will</b> cash settle for the amount you would have received for that item from a licensed second hand dealer.</p>
<b>(14) Our Limit of Liability</b>	Our liability is limited to the Sum Insured, less the applicable Excess.
<b>(15) Automatic Reinstatement of the Sum Insured</b>	If we agree to pay you for a claim under Section 8, other than for the full amount of the Sum Insured, we will reinstate your Domestic House and Contents Sum Insured. When we do this, you do not have to pay any extra Premium to reinstate your Domestic House and Contents Sums Insured for the remainder of the Period of Insurance for Section 8. If we pay you the full amount of the Sum Insured for your Home Building or Contents, for any one claim those covers will come to an end and no refund of Premium is due.



## Section 8 – Domestic House and Contents (continued)

### 8.4 Additional Benefits

- (1) If your claim is covered under Section 8 for loss, destruction, or damage to the Home Building, **we will** also cover you for the following Additional Benefits. **You must** obtain our consent prior to any of the costs being incurred. Unless otherwise indicated, any amount we pay for these Additional Benefits is not in addition to the Sum Insured.

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

The Specific Exclusions in Section 8.5 and the General Exclusions in Section 9 apply to these Additional Benefits

- (2) If you are covered under Section 8 for loss, destruction, or damage to the Home Building, **we will** extend your cover to include the following Additional Benefit. Unless otherwise indicated, any amount we pay for this Additional Benefit is not in addition to the Sum Insured.

<b>Additional Benefits</b>	<b>Limits to Additional Benefits – not</b> in addition to the Sum Insured unless otherwise indicated
(a) <b>Landlord’s Fixtures and Fittings</b>	<b>We will pay</b> up to: <ul style="list-style-type: none"> <li>(i) 10% of the Home Building Sum Insured; or</li> <li>(ii) \$10,000</li> </ul> whichever is the lesser, for loss, destruction, or damage to your fixtures, fittings, furnishings, or carpets which are in your Home Building for use by your tenants, caused by one of the Defined Events in Section 8.2.

The Specific Exclusions in Section 8.5 and the General Exclusions in Section 9 apply to these Additional Benefits

- (3) If you are covered under Section 8 for loss, destruction, or damage to Domestic Contents, **we will** extend your cover to include the following Additional Benefits. **You must** obtain our consent prior to any of the costs being incurred. Unless otherwise indicated, any amount we pay for these Additional Benefits is not in addition to the Sum Insured.

<b>Additional Benefits</b>	<b>Limits to Additional Benefits – not</b> in addition to the Sum Insured unless otherwise indicated
(a) <b>Refrigerated Foods</b>	<b>We will pay</b> 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) <b>Credit Cards</b>	<b>We will pay</b> up to a total of \$5,000 in total for all losses in the Period of Insurance, for losses you incur as a result of the unauthorised use of a credit card issued to you provided that: <ul style="list-style-type: none"> <li>(i) you complied with all the conditions that apply in relation to each credit card; and</li> <li>(ii) the unauthorised use was not by a member of your family or by a person ordinarily residing with you.</li> </ul>
(c) <b>Non-paying Visitors’ and Guests’ Contents</b>	<ul style="list-style-type: none"> <li>(i) <b>We will pay</b>, up to a total of \$5,000 in addition to the Sum Insured in total for all losses in the Period of Insurance, for loss, damage or destruction in the Period of Insurance to uninsured visitors’ and guests’ contents while in the Home Building, caused by one of the Defined Events in Section 8.2, <b>other than</b> money, while in the Home Building.</li> <li>(ii) <b>We will not pay</b> for Money or contents belonging to paying guests.</li> </ul>

## Section 8 – Domestic House and Contents (continued)

### 8.4 Additional Benefits (continued)

Additional Benefits	Limits to Additional Benefits – not in addition to the Sum Insured unless otherwise indicated
<p>(d) <b>Contents while Temporarily Removed</b></p>	<p>(i) <b>We will pay</b> up to 20% of the Sum Insured for Domestic Contents, for loss, destruction, or damage to your Domestic Contents, occurring as a result of a Defined Event in Section 8.2, while temporarily removed from the Premises to anywhere in the Commonwealth of Australia and New Zealand for a period of up to <b>90 days</b>. This 90 day period does not apply to sporting equipment stored within a clubroom.</p> <p>(ii) <b>We will not pay</b> for:</p> <p>(A) loss, destruction, or damage while in transit, in commercial storage, within any furniture store or salesroom, or removed permanently to or from your Premises <b>unless</b> we have agreed to cover them in writing;</p> <p>(B) theft, <b>unless</b> the theft results from violent and forcible entry into a building; or</p> <p>(C) accessories and spare parts for motor vehicles, motorcycles, mini-bikes, caravans, trailers and watercraft.</p>
<p>(e) <b>Students' Contents</b></p>	<p>(i) <b>We will pay</b> up to \$5,000 for any one event for loss of, or destruction or damage, occurring as a result of a Defined Event in Section 8.2 to Domestic Contents (<b>other than</b> for Domestic Contents that are separately specified in the Certificate of Insurance):</p> <p>(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</p> <p>(B) while the students' Domestic Contents are located in their living area being in a residential area of a boarding school, college, or university.</p> <p>(ii) <b>We will not pay</b> for theft, <b>unless</b> the theft results from violent and forcible entry into a building.</p>
<p>(f) <b>Trees, Plants, or Shrubs</b></p>	<p><b>We will pay</b> up to \$300 for any one item up to a maximum of \$1,000 for all losses during the Period of Insurance for trees, plants, or shrubs lost, destroyed, or damaged as a result of:</p> <p>(i) Fire or Explosion in Section 8.2(1); or</p> <p>(ii) Theft, Burglary, or Housebreaking in Section 8.2(6).</p>
<p>(g) <b>Contents in Commercial Storage</b></p>	<p>(i) <b>We will pay</b> up to the amount specified in your Certificate of Insurance for loss, destruction or damage to your Domestic Contents, occurring as a result of a Defined Event in Section 8.2, whilst they are in a commercial storage facility within Australia, provided that:</p> <p>(A) you tell us beforehand that your Domestic Contents will be in a commercial storage facility; and</p> <p>(B) we have agreed in writing to cover them.</p> <p>(ii) <b>We will not pay</b> for jewellery, unset precious stones, money, negotiable instruments, or bullion.</p>
<p>(h) <b>Contents in Transit</b></p>	<p>(i) <b>We will pay</b> up to \$10,000 for loss, destruction, or damage to Domestic Contents whilst being transported by a vehicle to your Home Building, or to a commercial storage facility within Australia, provided that the loss, destruction, or damage occurs as a result of:</p> <p>(A) theft following violent and forcible entry into; or</p> <p>(B) fire, collision or overturning of;</p> <p>the vehicle that is transporting your Domestic Contents.</p> <p>(ii) <b>We will not pay</b> for loss, destruction, or damage to any glassware, crystal, crockery, mirrors or china, or any damage to other Domestic Contents caused by denting, scratching, chipping or bruising.</p>

The Specific Exclusions in Section 8.5 and the General Exclusions in Section 9 apply to these Additional Benefits

## Section 8 – Domestic House and Contents (continued)

### 8.4 Additional Benefits (continued)

- (4) If your claim is covered under Section 8 for loss, destruction, or damage to the Home Building or Domestic Contents, **we will** also cover you for the following Additional Benefits. **You must** obtain our consent prior to any of the costs being incurred. Unless otherwise indicated, any amount we pay for these Additional Benefits is not in addition to the Sum Insured.

Additional Benefits	Limits to Additional Benefits – <b>not</b> in addition to the Sum Insured unless otherwise indicated
(a) <b>Emergency Accommodation and Loss of Rent</b>	<p>If the Home Building becomes unfit to live in, in addition to the Sum Insured, <b>we will pay</b>:</p> <ul style="list-style-type: none"> <li>(i) the necessary and reasonable cost of emergency accommodation <b>but</b> not more than an amount equal to the rental value of the Home Building for a period which is reasonably required to repair, rebuild, or replace the Home Building up to a maximum of 12 months; or</li> <li>(ii) up to a maximum 15% of the Sum Insured for: <ul style="list-style-type: none"> <li>(A) the Home Building for loss of rent, if you had a tenant in the Home Building; or</li> <li>(B) the Home Building plus Domestic Contents, for emergency accommodation, if you lived in the Home Building;</li> </ul> </li> </ul> <p>whichever of (i) and (ii) is the lesser.</p>
(b) <b>Extra Costs</b>	<b>We will pay</b> for the reasonable incurred cost of temporary protection, demolition, and the removal and disposal of debris.
(c) <b>Replacing Locks or Barrels</b>	<b>We will pay</b> up to a total of \$1,000 for the cost of recoding and, if necessary, replacing locks or barrels if the keys to external door or window locks are stolen.
(d) <b>Funeral Expenses</b>	<ul style="list-style-type: none"> <li>(i) <b>We will pay</b> up to a total of \$10,000, in addition to the Sum Insured, for funeral expenses in the event you or a member of your family dies, and the death occurred: <ul style="list-style-type: none"> <li>(A) as a direct result of a Defined Event in Section 8.2;</li> <li>(B) at your Premises; and</li> <li>(C) within 12 months of the occurrence of the Defined Event.</li> </ul> </li> <li>(ii) <b>You must</b> provide us with a certified copy of the death certificate and any other evidence to support the claim.</li> </ul> <p><b>We will not</b> apply any Excess for a claim for funeral expenses only.</p>

The Specific Exclusions in Section 8.5 and the General Exclusions in Section 9 apply to these Additional Benefits

## Section 8 – Domestic House and Contents (continued)

### 8.4 Additional Benefits (continued)

- (5) If you are covered under Section 8, **we will** extend your cover to include all sums which you become liable to pay as compensation in respect of death, bodily injury, or property damage as a result of an accident occurring during the Period of Insurance at:
- (a) the Home Building, if you have cover for the Home Building; or
  - (b) anywhere in the Commonwealth of Australia, if you have cover for your Contents.

Additional Benefit	Limits to Additional Benefits
<p><b>Legal Liability</b></p>	<ul style="list-style-type: none"> <li>(a) <b>We will pay</b> up to \$20,000,000 in respect of any one accident, including any number of related accidents from a single underlying cause or from a combination of related accidents in close sequence, for:               <ul style="list-style-type: none"> <li>(i) all claims made against you arising from that accident; and</li> <li>(ii) all legal costs and expenses incurred by you with our written consent or recoverable from you by a claimant.</li> </ul> </li> <li>(b) <b>We will not pay</b> for any liability caused by, arising out of, or in connection with:               <ul style="list-style-type: none"> <li>(i) the ownership or control of a building or land <b>other than</b> at the Premises or a building hired for no longer than 24 hours solely to hold a personal, private, or family function;</li> <li>(ii) the use, control, or ownership of aircraft, or Watercraft, <b>except</b> models;</li> <li>(iii) vibration to, removal of, or interference with the support to land, buildings, or other property;</li> <li>(iv) any contract or agreement;</li> <li>(v) any profession, occupation, or business other than as landlord of the Home Building;</li> <li>(vi) any activities associated with hobby farming;</li> <li>(vii) property in your custody or control, except where the liability results from fire or, explosion of, or escape of liquid from the Home Building which is in your custody or control as a tenant or lessee;</li> <li>(viii) bodily injury resulting from a contagious, infectious, or communicable disease;</li> <li>(ix) the loading or unloading, use or ownership of Motor Vehicles, <b>other than</b> models, garden appliances, motorised wheelchairs, or golf buggies that do not require to be registered;</li> <li>(x) libel, slander, or defamation;</li> <li>(xi) asbestos;</li> <li>(xii) water skiing;</li> <li>(xiii) the seepage, discharge, dispersal, emission, release, or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water or the cost of removing, nullifying or cleaning up any such seepage, discharge, dispersal, emission, release, or escape; or</li> <li>(xiv) you providing or permitting the consumption of drugs of any kind.</li> </ul> </li> <li>(c) <b>We will not pay</b> for:               <ul style="list-style-type: none"> <li>(i) liability to any member of your family or to any person who usually lives with you or with whom you usually live;</li> <li>(ii) liability to any person you employ under a contract of service or contract for services;</li> <li>(iii) liability 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 that covers that liability;</li> <li>(iv) fines or penalties;</li> <li>(v) punitive, exemplary, or aggravated damages; or</li> <li>(vi) liability arising directly or indirectly out of or caused by fire which escapes after being lit by you or any person on your behalf in contravention of the provisions of any law, bylaw or regulation of any government or local government body.</li> </ul> </li> </ul>

The Specific Exclusions in Section 8.5 and the General Exclusions in Section 9 apply to these Additional Benefits

## Section 8 – Domestic House and Contents (continued)

### 8.5 Specific Exclusions

We do not cover you under Section 8 in the following circumstances, other than to the extent indicated.

Excluded Circumstances	
(1) <b>Wear and Tear</b>	<b>We will not pay</b> for loss, destruction, damage, or the incurring of a liability caused directly or indirectly by gradual deterioration, wear, tear, depreciation, rust, corrosion, wet rot, dry rot, mould, or mildew.
(2) <b>Defective Work or Material</b>	<b>We will not pay</b> for loss, destruction, damage, or the incurring of a liability caused directly or indirectly by defective work or materials.
(3) <b>Error in Design</b>	<b>We will not pay</b> for loss, destruction, damage, or liability caused directly or indirectly by fault, defect, error or omission in design, plan or specification.
(4) <b>Insects, Vermin, or Birds</b>	<b>We will not pay</b> for loss, destruction, damage, or the incurring of a liability caused directly or indirectly by insects, vermin, or birds.
(5) <b>Alterations or Repairs</b>	<b>We will not pay</b> for loss, destruction, damage, or liability caused directly or indirectly by alterations, additions, or repairs to the Home Building where the contract price is valued at more than \$50,000 at the time of commencement of such work.
(6) <b>Lawful Seizure</b>	<b>We will not pay</b> for loss, destruction, damage, or liability caused directly or indirectly by the lawful seizure, confiscation, nationalisation, or requisition of the Property.
(7) <b>Flood</b>	<b>We will not pay</b> for loss, destruction, or damage caused directly or indirectly by Flood.

See also the General Exclusions in Section 9 which are applicable to all Sections

## Section 8 – Domestic House and Contents (continued)

### 8.6 Optional Covers

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

<b>Details of Cover</b>	
<p><b>(1) Accidental Damage</b></p>	<p><b>(a) We cover</b> you for the Home Building or Domestic Contents being unintentionally and unexpectedly lost, destroyed, or damaged during the Period of Insurance by the additional Defined Event - <b>Accidental Damage</b>. You can choose to cover your Home Buildings or Domestic Contents (or both). Your Home Buildings or Domestic Contents will not be covered for Accidental Damage unless specified in your Certificate of Insurance.</p> <p><b>(b)</b> The Additional Benefits in Section 8.4. do not apply to the cover in this Optional Cover.</p> <p><b>(c) We will not pay</b> for loss, destruction, or damage caused by or resulting from:</p> <ul style="list-style-type: none"> <li><b>(i)</b> alterations, additions, or repairs to the Home Building;</li> <li><b>(ii)</b> atmospheric or climatic conditions;</li> <li><b>(iii)</b> the action of light;</li> <li><b>(iv)</b> shrinkage;</li> <li><b>(v)</b> contamination;</li> <li><b>(vi)</b> inherent vice or latent defect;</li> <li><b>(vii)</b> adjusting, servicing, or repairing operations;</li> <li><b>(viii)</b> scratching or marring;</li> <li><b>(ix)</b> incorrect siting of the Home Building;</li> <li><b>(x)</b> settling, seepage, creeping, heaving, vibration, shrinkage, or expansion of the Home Building;</li> <li><b>(xi)</b> mechanical, electrical, or electronic breakdown, failure, or malfunction;</li> <li><b>(xii)</b> Computer Virus;</li> <li><b>(xiii)</b> any process of cleaning involving the application of chemicals;</li> <li><b>(xiv)</b> explosion or bursting of firearm barrels;</li> <li><b>(xv)</b> the actions of domestic pets;</li> <li><b>(xvi)</b> developing flaws;</li> <li><b>(xvii)</b> fraudulent or dishonest acts;</li> <li><b>(xviii)</b> smoke, smut, sludge, or chemicals from industrial or agricultural operations <b>except</b> for sudden and unforeseen damage that results;</li> <li><b>(xix)</b> Flood;</li> <li><b>(xx)</b> dust, sand, mud, or smog <b>except</b> for sudden and unforeseen damage that results; or</li> <li><b>(xxi)</b> any of the Defined Events in Section 8.2.</li> </ul> <p><b>(c) We will not pay</b> for loss, destruction, or damage to:</p> <ul style="list-style-type: none"> <li><b>(i)</b> sporting equipment whilst in use;</li> <li><b>(ii)</b> data media;</li> <li><b>(iii)</b> any Domestic Contents in the Open Air;</li> <li><b>(iv)</b> money, negotiable instruments, or bullion;</li> <li><b>(v)</b> contact lenses, spectacles, or sunglasses; or</li> <li><b>(vi)</b> hearing aids or dentures.</li> </ul>

## Section 8 – Domestic House and Contents (continued)

### 8.6 Optional Covers (continued)

Details of Cover	
<p>(2) <b>Unspecified Personal Property</b></p>	<p>(a) <b>We will pay</b> up to the amount specified in your Certificate of Insurance for loss, destruction, or damage, occurring anywhere in the Commonwealth of Australia and New Zealand during the Period of Insurance.</p> <p>The items <b>we will</b> cover are:</p> <ul style="list-style-type: none"> <li>(i) jewellery, watches, gold and silver articles;</li> <li>(ii) portable television sets, video and audio equipment including CD, MP3 and DVD players and recorders;</li> <li>(iii) pocket calculators;</li> <li>(iv) photographic equipment, movie or video cameras, projectors, binoculars, telescopes, or microscopes;</li> <li>(v) sporting equipment while not in use;</li> <li>(vi) pictures, paintings, and prints;</li> <li>(vii) furs; or</li> <li>(viii) personal effects being items of clothing and personal belongings normally worn or carried by people <b>but does not include</b> sporting equipment, guns, goods used for your business or trade, money, or credit cards.</li> </ul> <p>(b) If your claim is covered, <b>we will</b>, at our option, either repair or replace the Unspecified Personal Property, or pay up to:</p> <ul style="list-style-type: none"> <li>(i) the amount it will cost us to repair or replace the Property; or</li> <li>(ii) the Sum Insured specified in the Certificate of Insurance for Unspecified Personal Property;</li> </ul> <p>whichever is the lesser.</p> <p>(c) Our liability is limited to the Sum Insured for the Unspecified Personal Property, less the applicable Excess.</p> <p>(d) Where you make a claim in relation to an item which forms part of a pair, suite or set, <b>we will</b>:</p> <ul style="list-style-type: none"> <li>(i) <b>pay</b> the value of that one item; and</li> <li>(ii) <b>not compensate</b> you for a reduction in the value of the pair, suite or set.</li> </ul> <p>(e) <b>We will not pay</b> for loss, destruction, or damage arising from or in connection with:</p> <ul style="list-style-type: none"> <li>(i) any process of cleaning, repairing, restoring or renovating the property;</li> <li>(ii) the action of light or atmospheric conditions;</li> <li>(iii) mechanical, electrical, or electronic breakdown, malfunction or failure; or</li> <li>(iv) cracking, scratching, or breaking of china, marble, plastics, earthenware, or glass <b>other than</b> lenses.</li> </ul>



## Section 8 – Domestic House and Contents (continued)

### 8.6 Optional Covers (continued)

<b>Details of Cover</b>	
<b>(3) Specified Personal Property</b>	<p>(a) <b>We will pay</b> up to the amount specified in the Certificate of Insurance for loss, destruction, or damage, occurring:</p> <ul style="list-style-type: none"> <li>(i) in the Commonwealth of Australia and New Zealand; and</li> <li>(ii) anywhere in the world for no more than 90 consecutive days from the time you leave Australia;</li> </ul> <p>occurring during the Period of Insurance, to personal Property specified in the Certificate of Insurance.</p> <p>(b) If your claim is covered, <b>we will</b>, at our option, either repair or replace the Specified Personal Property, or pay up to:</p> <ul style="list-style-type: none"> <li>(i) the amount it will cost us to repair or replace the property; or</li> <li>(ii) the amount specified in the Certificate of Insurance for that property; whichever is the lesser.</li> </ul> <p>(c) Our liability is limited to the Sum Insured for the Specified Personal Property, less the applicable Excess.</p> <p>(d) Where you make a claim in relation to an item which forms part of a pair, suite or set, <b>we will</b>:</p> <ul style="list-style-type: none"> <li>(i) <b>pay</b> the value of that one item; and</li> <li>(ii) <b>not compensate</b> you for a reduction in the value of the pair, suite or set.</li> </ul> <p>(e) <b>We will not pay</b> for loss, destruction, or damage arising from or in connection with:</p> <ul style="list-style-type: none"> <li>(i) any process of cleaning, repairing, restoring or renovating the property;</li> <li>(ii) the action of light or atmospheric conditions;</li> <li>(iii) mechanical, electrical, or electronic breakdown, malfunction or failure; or</li> <li>(iv) cracking, scratching, or breaking of china, marble, plastics, earthenware, or glass <b>other than</b> lenses.</li> </ul> <p>(f) <b>We will not pay</b> for loss, destruction, or damage to:</p> <ul style="list-style-type: none"> <li>(i) Motor Vehicles, aircraft, or Watercraft, or their accessories;</li> <li>(ii) fishing equipment, firearms, sporting equipment, or musical instruments while they are actually being used;</li> <li>(iii) photographic film, audio, video cassettes, tapes, CDs and DVDs;</li> <li>(iv) spectacles, contact or corneal lenses, resulting from you engaging in any form of body contact sport, swimming, or any water-related activity;</li> <li>(v) camping equipment and accessories, <b>unless</b> caused by fire, explosion, lightning, theft, storm or motor vehicle accident.</li> </ul>

The Specific Exclusions in Section 8.5 and the General Exclusions in Section 9 apply to these Optional Covers

## SECTION 9 – GENERAL EXCLUSIONS

These exclusions apply to all Sections of this policy.

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

Excluded Circumstances	
(1) <b>Warlike Activities or Nuclear Material</b>	<p><b>We will not pay</b> for loss, destruction, damage, Injury, Illness, or the incurring of a liability directly or indirectly caused by, or contributed by, or in consequence of:</p> <ul style="list-style-type: none"> <li>(a) war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism, 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;</li> <li>(b) nuclear weapons material; or</li> <li>(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.</li> </ul>
(2) <b>Consequential Loss</b>	<p><b>We will not pay</b> for consequential loss of any description resulting from any:</p> <ul style="list-style-type: none"> <li>(a) loss, destruction, or damage to the Business;</li> <li>(b) any interruption to the Business; or</li> <li>(c) liability of the Business.</li> </ul>
(3) <b>Fraudulent Claims</b>	<p><b>We will not pay</b> if you, or anyone acting on your behalf or with your knowledge or connivance, makes a claim knowing or reasonably suspecting the claim or any part of it to be false or fraudulent. <b>Making a fraudulent claim is a criminal offence. We may report to the police any person who lodges a fraudulent claim.</b></p>
(4) <b>Intentional Act</b>	<p><b>We will not pay</b> a claim if you, or someone else with your knowledge, deliberately caused any part of the loss, destruction, damage, or liability.</p>
(5) <b>Terrorism</b>	<p><b>We will not pay</b> 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 any act of terrorism, as defined below, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.</p> <p>An “<b>act of terrorism</b>” includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:</p> <ul style="list-style-type: none"> <li>(a) involves violence against one or more persons; or</li> <li>(b) involves damage to property; or</li> <li>(c) endangers life other than that of the person committing the action; or</li> <li>(d) creates a risk to health or safety of the public or a section of the public; or</li> <li>(e) is designed to interfere with or disrupt an electronic system.</li> </ul> <p><b>We will also not pay</b> 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>

## SECTION 9 – GENERAL EXCLUSIONS (continued)

Excluded Circumstances		
<b>(6) Electronic Data</b>	<b>“Electronic Data”</b>	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><b>We will not pay</b> for any claim under this policy directly or indirectly arising from or in any way connected with:</p> <ul style="list-style-type: none"> <li>(a) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation, or misappropriation of Electronic Data;</li> <li>(b) Computer Virus;</li> <li>(c) any error in creating, amending, entering, deleting or using Electronic Data; or</li> <li>(d) total or partial inability or failure to receive, send, access, or use Electronic Data for any time or at all;</li> </ul> <p>arising from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur, <b>other than</b> arising solely from:</p> <ul style="list-style-type: none"> <li>(e) fire;</li> <li>(f) lightning;</li> <li>(g) explosion;</li> <li>(h) earthquake, tsunami, subterranean fire, or volcanic eruption;</li> <li>(i) riots strikes or civil commotion;</li> <li>(j) escape of liquid as a result of bursting, leaking, discharging, or overflowing of pipes, tanks, fixed room heating or water apparatus;</li> <li>(k) impact by trees, watercraft, or aircraft and other aerial devices;</li> <li>(l) impact by vehicles or animals;</li> <li>(m) storm or Rainwater; or</li> <li>(n) burglary or theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing the Electronic Data.</li> </ul>	
<b>(7) Date Recognition</b>	<b>“Electronic Equipment”</b>	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).
	<b>“Date Recognition Conformity”</b>	<p>means that the</p> <ul style="list-style-type: none"> <li>(a) performance,</li> <li>(b) operation, or</li> <li>(c) functionality</li> </ul> <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"> <li>(d) before,</li> <li>(e) during, or</li> <li>(f) after</li> </ul> <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>

## SECTION 9 – GENERAL EXCLUSIONS (continued)

<b>Excluded Circumstances</b>	
<p>(7) <b>Date Recognition (continued)</b></p>	<p>(a) <b>We will not pay</b> for any claim under Section 5 directly or indirectly arising from or in any way connected with the failure or inability of any Electronic Equipment to meet Date Recognition Conformity.</p> <p>(b) <b>We will not pay</b> any claim under Section 1 directly or indirectly arising from or in any way connected with the failure or inability of any Electronic Equipment to meet Date Recognition Conformity. However, this exclusion will not apply to a claim for subsequent loss, destruction, or damage under Section 1 caused by:</p> <ul style="list-style-type: none"> <li>(i) fire;</li> <li>(ii) explosion;</li> <li>(iii) escape of liquid as a result of bursting, leaking, discharging, or overflowing of pipes, tanks, fixed room heating, or water apparatus; or</li> <li>(iv) impact by vehicle, aircraft or watercraft.</li> </ul> <p>(c) (i) <b>We will not pay</b> for any claim under Optional Cover 1.6(1) directly or indirectly arising from or in any way connected with the failure or inability of any Electronic Equipment to meet Date Recognition Conformity. However, this exclusion will not apply to a claim for a subsequent loss, destruction, or damage caused by:</p> <ul style="list-style-type: none"> <li>(A) fire;</li> <li>(B) explosion;</li> <li>(C) escape of liquid as a result of bursting, leaking, discharging, or overflowing of pipes, tanks, fixed room heating or water apparatus;</li> <li>(D) impact by vehicle, aircraft, or watercraft; or</li> <li>(E) burglary or theft.</li> </ul>
<p>(8) <b>Bushfire/Cyclone</b></p>	<p><b>We will not</b> provide any cover, for a period of 48 hours from the time of the commencement of your policy, for damage or loss caused by:</p> <ul style="list-style-type: none"> <li>(a) bushfire or grassfire; or</li> <li>(b) a named cyclone.</li> </ul> <p>This Exclusion does not apply, however, if this insurance commences directly after:</p> <ul style="list-style-type: none"> <li>(c) another insurance policy covering the same property expired, without a break in cover;</li> <li>(d) you have entered into a contract of sale to purchase the property; or</li> <li>(e) you have entered into a contract to lease the property.</li> </ul>
<p>(9) <b>Computer Viruses, Attacks by Hackers, Data Manipulation or Operational Errors</b></p>	<p><b>We will not pay</b> 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"> <li>(a) Computer Viruses;</li> <li>(b) attacks by hackers;</li> <li>(c) data manipulation by third parties; or</li> <li>(d) any operational errors.</li> </ul>

**See also the Specific Exclusions in each Section of this policy**

## SECTION 10 – GENERAL CONDITIONS

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

<b>General Conditions</b>	
The Specific Conditions in each Section of this policy also apply	
<b>(1) Claim Procedures</b>	<p>If something happens which gives rise or may give rise to a claim under this policy:</p> <p><b>(a) you must:</b></p> <ul style="list-style-type: none"> <li><b>(i)</b> 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;</li> <li><b>(ii)</b> take all reasonable precautions to prevent or minimise further loss, damage, or liability;</li> <li><b>(iii)</b> take all reasonable steps to recover any lost or stolen Property;</li> <li><b>(iv)</b> immediately notify the police in the event of a burglary or if any Property is stolen, lost, or maliciously damaged;</li> <li><b>(v)</b> supply us with details of any other insurances which cover or may cover the event;</li> <li><b>(vi)</b> provide all reasonable information and assistance as we may require; and</li> <li><b>(vii)</b> use your best endeavours to preserve any damaged or defective property, or other property which might provide evidence in connection with any claim;</li> </ul> <p><b>(b) you must not:</b></p> <ul style="list-style-type: none"> <li><b>(i)</b> admit liability for any event, loss, damage, or injury or settle or attempt to settle or defend any claim without our written consent; or</li> <li><b>(ii)</b> alter or repair any building, appliance, plant, or thing until we have had the opportunity of an inspection, <b>unless</b> such alteration or repair is necessary for safety reasons;</li> </ul> <p><b>(c) you are not</b> entitled to abandon any Property to us;</p> <p><b>(d) we will</b> have full discretion in the conduct of any negotiations and the settlement of any claims;</p> <p><b>(e)</b> 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><b>(f)</b> more specific claims procedures are noted under Specific Conditions in:</p> <ul style="list-style-type: none"> <li><b>(i)</b> Liability in Section 5.5; and</li> <li><b>(ii)</b> Personal Accident and Illness in Section 6.6.</li> </ul>
<b>(2) Alteration of Risk</b>	<p><b>(a) You must</b> immediately notify us in writing of any changes of which you know that materially alter any of the facts or circumstances that existed at the commencement of this policy.</p> <p><b>(b) Until:</b></p> <ul style="list-style-type: none"> <li><b>(i)</b> we agree in writing to the terms of insurance of the altered risk; and</li> <li><b>(ii)</b> you pay any additional Premium requested by us;</li> </ul> <p><b>we will not</b> be liable for any loss, destruction, or damage caused by or attributable to such alteration.</p>
<b>(3) Reasonable Care</b>	<p><b>You must</b> at all times take reasonable care:</p> <ul style="list-style-type: none"> <li><b>(a)</b> for the safety of the Property;</li> <li><b>(b)</b> to ensure that only competent employees are employed;</li> <li><b>(c)</b> to maintain the Premises, structures, fittings, fixtures, furnishings, appliances, machinery, implements, plant, and Property in sound condition;</li> </ul>

## SECTION 10 – GENERAL CONDITIONS (continued)

<b>General Conditions</b>	
The Specific Conditions in each Section of this policy also apply	
<b>(3) Reasonable Care (continued)</b>	<ul style="list-style-type: none"> <li>(d) to prevent personal injury or damage to property;</li> <li>(e) to comply with all statutory obligations, bylaws, and regulations imposed by any public authority; and</li> <li>(f) to prevent injury or damage to property due to manufacture, sale, or supply of defective goods.</li> </ul>
<b>(4) Joint Insureds</b>	<p>Where you comprise more than one party:</p> <ul style="list-style-type: none"> <li>(a) the Proposal 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</li> <li>(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, <b>we will not pay</b> 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.</li> </ul>
<b>(5) Unoccupancy</b>	<p>Cover under this policy will be entirely suspended where the Premises are not occupied for a period in excess of <b>90 consecutive days unless</b> our written consent to continue cover has been obtained before the Premises are left unoccupied.</p>
<b>(6) Contractual Agreements</b>	<ul style="list-style-type: none"> <li>(a) <b>We will not pay</b> 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>unless</b> such agreement, release, or undertaking has been allowed in this policy or by specific mention in your Certificate of Insurance.</li> <li>(b) <b>We will</b> reduce our liability by the same amount that the agreement, release, or undertaking has prevented you from recovering from that person or organisation.</li> </ul>
<b>(7) Named Insureds</b>	<p><b>We do not cover</b> any person or organisation who is not named in the Certificate of Insurance or referred to in this policy.</p>
<b>(8) Subrogation</b>	<ul style="list-style-type: none"> <li>(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: <ul style="list-style-type: none"> <li>(i) injury;</li> <li>(ii) damage to the Property; or</li> <li>(iii) costs;</li> </ul>                     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 liable to you or otherwise in respect of any such claim.                 </li> <li>(b) Any claimant under this policy must, at our request and expense, give information and assistance as may reasonably be required for 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.</li> </ul>

## SECTION 10 – GENERAL CONDITIONS (continued)

<b>General Conditions</b>	
The Specific Conditions in each Section of this policy also apply	
<b>(9) Cancellation</b>	<p>This policy may be cancelled by:</p> <p>(a) <b>you</b> at any time notifying us in writing, in which case:</p> <p style="margin-left: 20px;">(i) cancellation takes place when we receive the notice;</p> <p style="margin-left: 20px;">(ii) <b>we will</b> retain, or be entitled to, Premium for the period during which the policy has been in force based on our normal short period rates.</p> <p>(b) <b>us</b> on any grounds set out in the Insurance Contracts Act 1984, by giving you notice in writing, in which case:</p> <p style="margin-left: 20px;">(i) 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 style="margin-left: 20px;">(ii) <b>we will</b> refund the Premium paid for the unexpired Period of Insurance.</p> <p><b>You must</b> supply us with such particulars as we may require for the adjustment of the Premium following any cancellation.</p>
<b>(10) Goods and Services Tax</b>	<p>Where payment is made under this policy for the acquisition of goods, services or other supply, <b>we will</b> reduce the amount of 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>Where payment is made under this policy as compensation instead of payment for the acquisition of goods, services or other supply, <b>we will</b> 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>The Sum Insured and all other amounts indicated in this policy are inclusive of Goods and Services Tax (GST).</p>
<b>(11) Paying by Instalments</b>	<p>(a) If you are paying us by instalments for your policy, and one instalment of Premium remains unpaid for 14 days or more, we may refuse to pay a claim altogether.</p> <p>(b) Where we have not received an instalment payment:</p> <p style="margin-left: 20px;">(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 style="margin-left: 20px;">(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 style="margin-left: 40px;">(A) prior to cancellation, informing you that your policy is being cancelled for non-payment; or</p> <p style="margin-left: 40px;">(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>
<b>(12) Premium Adjustment</b>	<b>You must</b> furnish all information we may require for the adjustment of the Premium in accordance with the provisions of each Section of this policy.
<b>(13) Consequences of Non-Disclosure</b>	<p>If you <b>do not</b> meet your obligations to us, 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>



## SECTION 10 – GENERAL CONDITIONS (continued)

<b>General Conditions</b>	
The Specific Conditions in each Section of this policy also apply	
<b>(14) Excess</b>	<p>(a) <b>We will deduct</b> from the amount to be paid to you the amount of Excess shown on the Certificate of Insurance or in this policy.</p> <p>(b) Any <b>Voluntary Excess</b> and/or <b>Additional Excess</b> are <b>in addition</b> to the Basic Excess.</p> <p>(c) You must pay all of 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 style="padding-left: 20px;">(i) The claim applies across Section 5 Liability, Section 6 Personal Accident &amp; Illness, Section 7 Motor Vehicles and Section 8 Domestic House and Contents; 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>
<b>(15) Conditions, Exclusions, and Definitions</b>	Where a Specific Condition, Specific Exclusion or Specific Definition is in conflict with a General Condition, General Exclusion or General Definition, the Specific Condition, Exclusion, or Definition will apply.
<b>(16) Other Insurance</b>	<b>You must</b> 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.
<b>(17) Disputes</b>	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.
<b>(18) Governing Legislation</b>	This policy is governed by the Insurance Contracts Act 1984. This policy and any person's rights pursuant to this policy will be read subject to this Act as it applies at the time of any claim or exercise of any right pursuant to this policy.
<b>(19) Electronic Communication</b>	<p>(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.</p> <p>(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.</p> <p>(c) You are responsible for making sure the e-mail and mailing address we have for you are up to date.</p>



# NOTES

The information in this booklet was prepared on 1 November 2018. The information in the PDS is current at that date. From time to time, we may include more up-to-date information in the PDS that is not materially adverse without notifying you. You can get more up-to-date information by calling the phone number or visiting the website on the back cover. We will give you a free copy of any updates when you request them. If it becomes necessary, we will issue you a supplementary or replacement PDS. ©2018.

# Contact

Enquiries, applications, alterations **132 818**

Claims **132 818**

Helpline **132 900**

Report insurance fraud **1800 237 283**

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