

# Farm Pack Personal

## Product Disclosure Statement and Rural Insurance Policy



# POLICY

This Policy is underwritten by QBE Insurance (Australia) Limited  
ABN 78 003 191 035 of 82 Pitt Street, Sydney.

QM708



## About this booklet

This booklet contains 2 separate sections:

Part A and Part B.

### Part A – Product Disclosure Statement (PDS)

Part A of this booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. It gives a summary of the significant benefits and risks associated with this product (you should refer to Part B – Terms and Conditions for full details).

The PDS also contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, terms, conditions and obligations attaching to this product. Please read Parts A and B of this booklet carefully.

### Part B – Policy Terms and Conditions

Part B of this booklet contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy. It is Part B which forms part of your legal contract with us.

If we issue you with an insurance Policy, you will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to your cover and should be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the Policy Schedule we send to you form your legal contract with us so please keep them in a safe place for future reference.

If you require further information about this product, please contact your Financial Services Provider.

## About Steadfast

Steadfast is an unlisted public company comprising over 260 shareholders. Each shareholder is an independent insurance brokerage. This policy is available exclusively to you through shareholders of Steadfast Group Limited ABN 98 073 659 677, AFSL 254928. Steadfast Group Limited does not issue, guarantee or underwrite this policy.

### Important information about Steadfast's advice

Any advice Steadfast gives about this policy does not take into account any of your particular objectives, financial situation or needs. For this reason, before you act on Steadfast's advice, you should consider the appropriateness of the advice taking into account your own objectives, financial situation and needs. Before you make any decisions about whether to acquire this policy we recommend you read this PDS.

## About QBE Australia

QBE Insurance (Australia) Limited is a member of the QBE Insurance Group (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886 and continues to provide industry-leading insurance solutions that are focused on the needs of intermediaries and their clients.

QBE is a household name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

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## PART A – PRODUCT DISCLOSURE STATEMENT (PDS) FOR FARM PACK PERSONAL POLICY

### Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If any major omissions, updates or corrections need to be made to the PDS a Supplementary PDS may be provided. In either case the relevant document will be provided to you with the PDS.

### Significant benefits and features

This insurance Policy offers you a choice of cover. You can choose any or all of the following:

- Home building and home contents
- Valuables
- Motor vehicle
- Personal accident and sickness.
- Boat

The types of cover you have chosen will be shown on your Policy Schedule.

#### Home building, home contents and valuables

We believe the most significant benefits of these sections of this insurance Policy are that it protects:

- (a) your financial investment in your home buildings and contents if they are lost or damaged due to an insured event
- (b) you for your legal liability to third parties if they claim against you for compensation or expenses which you become legally liable to pay.

Optional extensions are available for:

- (a) pairs and sets
- (b) flood
- (c) valuables
- (d) Domestic Workers Compensation for your domestic workers (only applicable in States or Territories where Domestic Workers Compensation can be offered in conjunction with a Home and Contents policy)

You have a choice of insured events cover or accidental damage cover:

Insured events covers your home and contents up to their sums insured, during the period of insurance, against loss or damage caused directly by any of the following 'Insured Events':

- fire or explosion
- smoke
- lightning or thunderbolt
- earthquake or tsunami

- burglary or housebreaking
- theft
- vandalism
- deliberate or intentional acts, but not by a tenant
- liquid escaping from pipes, gutters, tank, drain, bath, basin, spa, sauna, shower, sink, toilet, washing machine, dishwasher, aquarium, waterbed
- burning out of electric motors (up to 15 years of age)
- accidental breakage of glass. Refer to the Home Building and Home Contents section of the policy for full details of the types of items covered
- riot or civil commotion
- impact (e.g. by a vehicle, aircraft, watercraft, animal, bird, tree or part of a tree, TV or radio antenna)
- storm, rainwater, hail or wind (but not flood)
- landslide or subsidence, if the loss or damage occurs within 72 hours of specific listed events (storm, tsunami, rainwater, hail, snow or wind: earthquake: explosion: liquid escaping from fixed pipes or other apparatus).

Accidental damage covers your home and contents up to their sums insured, during the period of insurance, against accidental loss or damage (including events such as storm, fire, earthquake, and theft) but not loss or damage caused by tenants.

Both Insured events and Accidental damage cover:

- (a) fusion of an electric motor (up to 15 years of age)
- (b) spoilage of food in domestic refrigerators or freezers if your contents are insured.

Legal liability up to the limit specified on your policy schedule, including:

- (a) liability for you or any member of your family in respect of ownership of your home (where your home is insured under this Policy or where your home is a strata title residence and your contents are insured under this Policy)
- (b) personal legal liability anywhere in the world for you or any member of your family (where your contents are insured)

Insured events and accidental damage cover provide the following additional benefits:

- temporary removal of contents
- fees incurred directly in relation to repair or replacement of the home
- removal of debris
- extra costs of reinstatement necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing the home
- loss of rent or temporary accommodation if the home is so damaged by an insured event that it cannot be lived in or let to tenants.

Other additional benefits, specific to either Listed Events or Accidental Damage cover options also operate. Refer to the Home Building and Home Contents section of the policy for full details of additional benefits applicable to each cover option.



Insured events and accidental damage cover both provide the option of insuring your valuables.

If you select this option, we will cover your valuables against accidental loss or damage occurring during the period of insurance while they are:

- (a) in Australia or New Zealand, and
- (b) for up to 90 consecutive days, anywhere in the world.

### **The Policy does not cover certain things**

Claims may be refused in certain circumstances. Please refer to the Home Building and Home Contents section and the Valuables section of the Farm Pack Personal Policy Terms and Conditions which follows this PDS for full details of the terms and conditions of cover and exclusions.

The policy will not insure loss, damage or liability arising from:

- Lawful destruction or confiscation of your property.
- Damage to a heating element. We will pay for any resultant damage following damage to a heating element.
- Mildew, atmospheric or climatic conditions.
- Mould or fungi.
- Damage, loss or injury that you or anyone acting for you deliberately caused.
- Flood, storm surge, the action of the sea, tidal wave, high water, or erosion.
- Landslide or subsidence except as detailed under 'What is covered' for Cover options 1 and 2.
- Any event that does not occur within the period of insurance.

The Policy will not insure you or your family against liabilities arising from:

- (a) any agreement, unless liability would have attached to you or your family if that agreement did not exist
- (b) death or bodily injury to you or to any person who normally lives with you
- (c) damage to property belonging to you or any person who normally lives with you or to your or their employees
- (d) the ownership, custody, or use of any lift, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 4 meters in length (except canoes, surfboards, surf skis or sailboards) or motorised water craft in excess of 10 horsepower
- (e) the conduct of any activity carried on by you or your family for reward except letting the home for domestic purposes or babysitting on a casual basis
- (f) directly or indirectly, out of or in connection with the actual or alleged use or presence of Asbestos
- (g) construction or demolition of a building, including the home if the value of the work exceeds \$100,000
- (h) the ownership or use of any motor vehicle other than the cover given by the additional benefit – Motor Vehicle Liability.

These are only some of the events that are not covered by this insurance. Please read the Home Building and Home Contents section and the Valuables section of the Farm Pack Personal Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

### **The amount of any claim may be reduced**

- (a) where an excess applies (any applicable excess will be shown in your Policy Schedule)
- (b) where you have not requested the insured value of any item to be specified in the Policy and where the value of that item exceeds any applicable sum insured sub limit
- (c) where the claim is for fusion and we apply depreciation because of the age of the motor
- (d) where you do not comply with a condition of this Policy and this contributes to any loss or damage.

Please refer to the General Conditions in Part B of this booklet.

Some General Conditions Include:

#### **1. unoccupancy**

The Policy cover will be limited to lightning, thunderbolt and earthquake for any period in excess of 90 consecutive days during which the home has been left unoccupied and you have not obtained our written agreement

#### **2. alteration of risk**

You must tell us about any changes in the nature of the risk which occurs during the period of insurance and which increases our risk. If you fail to do so, we may cancel the Policy.

### **Motor vehicle**

We believe the most significant benefits of this section of the Policy are that it protects:

If you choose Comprehensive cover – (Cover 1)

- (a) your financial investment in your motor vehicle if it is stolen, or lost or damaged due to an incident which is covered by the comprehensive cover section of this Policy
- (b) you for your legal liability to third parties in the event of an incident which is covered by the third party property damage cover section of this Policy.

If you choose Third Party Fire and Theft cover – (Cover 2)

- (a) your financial investment in your motor vehicle if it is stolen, or lost or damaged due to fire, explosion or lightning
- (b) you for your legal liability to third parties in the event of an incident which is covered by the third party cover section of this Policy.

If you choose Third Party Property Damage – (Cover 3)

- (a) you for your legal liability to third parties in the event of an incident which is covered by the third party property damage section of this Policy.

### The Policy does not cover certain things

Claims may be refused in certain circumstances. Please refer to the Motor Vehicle section of the Farm Pack Personal Policy Terms and Conditions which follow this PDS for full details of the terms and conditions of cover and exclusions.

The Policy will not cover any loss, damage or legal liability occurring if your vehicle:

1. is being driven by anyone:
  - who does not hold an appropriate driving licence, or
  - who is under the influence of alcohol or drugs, or
  - whose blood alcohol reading exceeds the legal limit, or
  - who following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing analysis as required by the law of any state or territory in which the accident occurred
2. is being used to carry more passengers or carrying or towing a heavier load than it was designed for
3. is being used when it is in an unsafe or un-roadworthy condition and you knew or should have known that it was unsafe or un-roadworthy.

The Policy will not cover your vehicle for:

1. damage to its tyres caused by the application of brakes, road punctures, cuts or bursting unless caused as a result of an incident covered under the type of cover you have selected or people acting maliciously
2. depreciation, wear, tear, rust or corrosion
3. failure or breakdown of a structural, electrical, mechanical or electronic nature.

The Policy will not cover your vehicle or any loss, damage or legal liability arising out of your failure to comply with a condition of this Policy.

These are only some of the events that are not covered by this insurance. Please read the 'Motor Vehicle' section of the Farm Pack Personal Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

### The amount of any claim may be reduced

- (a) where you have not requested the insured value of any item to be specified in the Policy
- (b) where an excess applies. 'Excess' means the first amount you must contribute to any claim you make under this Policy. Depending on the age or experience of the driver and whether you have told us about them and we have noted them on the Policy Schedule, you may have to contribute more than one excess. If we accept your claim, we will deduct the excess shown in your current Policy Schedule from any amount we pay under your claim.

Standard Excess is the first amount you will have to contribute to every claim.

Age or Inexperienced Driver Excess is in addition to the standard excess and applies where a vehicle is driven by a person:

- under the age of 25 years, or

- aged 25 years or more but who has not held a driver's licence for 2 or more years.

This excess does not apply if the only damage to your vehicle is a broken windscreen, or window glass, or caused by storm or hail damage.

Undeclared Driver's Excess is in addition to all other excesses and applies where, at the time of an incident which gives rise to a claim, your vehicle is driven by or in the charge of a person:

- who is a member of your family and they normally live with you, and
- whose name has not been shown as a driver on the Policy Schedule.

There are some circumstances where this excess will not apply. Please refer to the section headed 'When no Excess Applies' in the Motor Vehicle section in Part B of this booklet

### Personal Accident and Sickness

We believe the most significant benefits of this section of the insurance Policy are that it offers 24 hour cover for losses resulting from an accident or illness.

This section provides a choice of cover. You can choose any or all of the following types of cover:

- (a) Capital Benefits
- (b) Weekly Benefits – Injury
- (c) Weekly Benefits – Illness

The Policy provides:

1. lump sum payments (if you have chosen cover for capital benefits) for accidental death and other listed conditions, and
2. periodic payments (if you have chosen cover for Weekly Benefits – Injury or Weekly Benefits – Illness) to replace income that is lost following an accident or an illness.

### The Policy does not cover certain things

Claims may be refused in certain circumstances. Please refer to the Personal accident and sickness section of the Farm Pack Personal Policy Terms and Conditions which follow this PDS for full details of the terms and conditions of cover and exclusions.

The Policy will not cover you if a claim arises directly or indirectly out of any of the following:

- (a) Capital Benefits
  - illness
- (b) Weekly Benefits – Injury
  - illness
- (c) Weekly Benefits – Illness
  - injury
  - HIV or any condition caused by HIV including AIDS
  - pregnancy, childbirth or miscarriage

(d) We will not pay for any claim under any section of the Policy if the claim arises directly or indirectly out of any of the following

- intentional self injury or suicide or any attempt at suicide
- flying or other aerial activity unless as a fare paying passenger on an airline with scheduled flights
- driving or riding in any kind of race
- motor cycling except for agricultural or pastoral purposes
- participating in or training for any professional sport
- practice for or playing organised football of any kind
- driving a motor vehicle while having a percentage of alcohol in your breath or blood in excess of that permitted by law

These are only some of the events that are not covered by this insurance. Please read the Personal Accident and Sickness section of the Farm Pack Personal Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

#### **The amount of any claim may be reduced**

The amount of any claim made against this section of the Policy may be reduced where an excluded period of claim applies. An excluded period of claim is the number of days after medical treatment by a registered medical practitioner, for which we will not pay any benefits. An excluded period of claim will apply where you have chosen cover for Weekly Benefits – Injury or Weekly Benefits – Illness.

#### **Boat**

We believe the most significant benefits of this section of the Policy are that it protects:

- (a) your financial investment in your boat up to an agreed value if it is lost or damaged due to an accident
- (b) you for your legal liability to third parties in the event of an accident.

Optional extensions are available and need to be considered should you intend to use:

1. your boat for water skiing and/or aquaplaning activities
2. your boat in any yacht races (either club or club social)
3. equipment for fishing and or water sports on your boat
4. your boat for permanent living accommodation.

The Policy provides:

- (a) agreed value cover for boat equipment and accessories
- (b) third party cover for \$5,000,000, \$10,000,000 or \$20,000,000 selected by you.

#### **The Policy does not cover certain things**

Claims may be refused in certain circumstances. Please refer to the Boat section of the Farm Pack Personal Policy Terms and Conditions which follows this PDS for full details of the terms and conditions of cover and exclusions.

The Policy will not cover loss or damage or any third party liability:

1. if you do not keep your boat in good order and repair or in a proper state of seaworthiness and in compliance with any statutory requirements or do not take reasonable precautions when using your boat
2. if your boat is under major hull repair or undergoing alteration unless you have specifically requested cover and we have agreed to cover it
3. if intentionally caused by you or a person acting with your express or implied consent unless required by law
4. caused by normal wear and tear or depreciation
5. caused by mechanical, structural, electrical or electronic failures. The resultant damage to your boat due to the failure will be paid for but the cost of repairing or replacing the item that failed will not
6. caused by faulty design or construction of your boat.

The Policy will not cover loss or damage to sails and protective covers caused by the force of wind unless there has also been damage caused to the masts, spars or the boat.

These are only some of the events that are not covered by this insurance. Please read the Boat section of the Farm Pack Personal Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

#### **The amount of any claim may be reduced**

The amount of any claim made against the Policy may be reduced:

1. where an excess applies (any applicable excess will be shown in your Policy Schedule)
2. if you have understated the value of your boat
3. where you have not requested the insured value of any item to be specifically specified in the Policy
4. if you do not adequately secure your boat.

#### **Significant risks**

##### **This product may not match your expectations**

This product may not match your expectations (for example, because an exclusion applies). You should read the PDS (Part A of this booklet) and the Policy Terms and Conditions (Part B of this booklet) carefully. Please ask your Financial Services Provider if you are unsure about any aspect of this product.

## Your sum insured may not be adequate

### Home building, home contents and valuables

If you select replacement or reinstatement conditions for home and contents, claims are settled without contribution for age, depreciation or wear and tear. This means it is important that the sums insured you select cover the cost of replacing your home and contents on a new for old basis. The sums insured that you select must make allowance for structural improvements (such as sheds, pergolas, and fencing), GST and any additional benefits that are included in the sum insured (e.g. costs of removal of debris, architects fees).

It is important that you read the sub-limits in the Terms and Conditions for items such as works of art, antiques, items of jewellery, collections, office equipment and cash. If you have an item or a group of items that will cost more than the sub-limit to replace, then you will need to nominate that item to ensure that it is covered for more than the sub-limit.

For example, there is a sub limit on jewellery of \$5,000 per item, and in total, 25% of the unspecified contents sum insured. If it would cost more than this to replace your jewellery as new, then you must specify your jewellery items to ensure that you are covered for its full value..

### Motor vehicle

It is important that you ensure all accessories and equipment insured are separately listed on the Policy Schedule with their respective agreed values otherwise the maximum amount we will pay for any part or item will be its current market value.

### Personal accident and sickness

To ensure that the amount of insurance is adequate to cover losses in the event of a claim, you should establish an adequate sum insured when initially arranging cover and also take care to amend the sums insured when your situation changes.

If you have chosen cover for Weekly benefits – Injury or Weekly Benefits – illness and you apply for a weekly benefit sum insured that is less than the earnings you stand to lose, your periodic payments will be capped to the weekly sum insured you choose.

### Boat

This Policy is an agreed value Policy. A separate agreed value will apply to each of the hull, equipment and accessories where specified on the Policy Schedule.

This means it is important that you ensure all items insured are separately listed on the Policy with their respective agreed values otherwise the maximum amount we will pay for any part or item will be its current market value.

Under insurance:

The maximum amount we will pay under this Policy will not exceed the total sum insured under any circumstances or any specified sum insured for an item. Any amount payable for an individual item where a separate sum insured is not specified for that item will be reduced if the total market value of the boat including all listed items exceeds the sum insured shown in the Policy Schedule by more than 20%. The amount payable for the item will be reduced in proportion to the difference between the market value of the whole boat and the total sum insured.

## Overdue Premium

You must pay your premium on time otherwise your Policy may not operate.

If you pay an annual premium and you have not paid by the due date or your payment is dishonoured, or, if you pay your premium by instalments and your first instalment payment is dishonoured, this Policy will not operate and there will be no cover.

If you pay your premium by instalments and any instalment remains unpaid for:

- 14 days or more we may refuse to pay any claim
- 1 month or more we may cancel this Policy.

For more detailed information regarding payment options refer to the section headed 'How you can pay your premium' in Part B (Terms and Conditions).

### A claim may be refused

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the Policy conditions, if you do not comply with your Duty of Disclosure, or if you make a fraudulent claim.

## The cost of this Insurance Policy

The total premium is the amount we charge you for this insurance Policy. It includes the amount which we have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on your Policy Schedule.

When calculating your premium we take a range of rating factors into account. These factors, and the degree to which they affect your premium, will depend upon the information you provide to us.

The following factors have a significant impact on the calculation of your premium:

### Home buildings, contents and valuables

- sums insured
- type of cover selected
- the location and construction of the home
- the age of the oldest insured person
- whether the home is occupied by you as a principal residence or in some other manner
- previous insurance and claims history

### Motor vehicle

- type of cover selected
- the make and model of the insured motor vehicle
- the age of the insured person
- the place where the motor vehicle is usually parked
- previous insurance and claims history of you and any other drivers

### Personal accident and sickness

- the type of cover selected
- sum insured
- age of the insured person.

## Boat

- make, model and type of boat
- construction
- maximum speed (powered craft)
- sum insured
- where and how you use your boat.

Premium payments can be made annually or by instalments. You should arrange your method of payment through your Financial Services Provider. A quote for premium may be obtained from your Financial Services Provider.

## Duty of Disclosure – What you must tell us

Under the Insurance Contracts Act 1984 (the Act), you have a Duty of Disclosure. The Act requires that before a policy is entered into, you must give us certain information we need to decide whether to insure you and anyone else to be insured under the policy, and on what terms. Your Duty of Disclosure is different, depending on whether this is a new Policy or not.

### New business

Where you are entering into this Policy for the first time (that is, it is new business and is not being renewed, varied, extended or reinstated) you must tell us everything you know and that a reasonable person in the circumstances could be expected to tell us, in answer to the specific questions we ask.

When answering our questions you must be honest.

- **Who needs to tell us**

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by the Policy.

- **If you do not tell us**

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the Policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the Policy as never having worked.

### Renewals, variations, extensions and reinstatements

Once your Policy is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

- **You do not have to tell us about any matter**

- that diminishes the risk
- that is of common knowledge
- that we know or should know in the ordinary course of our business as an insurer, or
- which we indicate we do not want to know.

- **If you do not tell us**

If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having worked.

## Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth.), when collecting and handling your personal information. QBE has developed a privacy policy which explains what sort of personal information we hold about you and what we do with it.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claims you make or claims made against you. We will only use and disclose your personal information for a purpose you would reasonably expect.

We may need to disclose personal information to our reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, our advisers and those involved in the claims handling process (including assessors, investigators and other insurers), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of recovery or litigation. We may disclose personal information to people listed as co-insured on your policy and to family members or agents authorised by you. Computer systems and support services may be provided to us by related companies within the QBE Group that may be located overseas. We may also disclose information to organisations which conduct customer service surveys on our behalf. We will request your consent to any other purpose.

By providing your personal information to us, you consent to us making these disclosures. Without your personal information we may not be able to issue insurance cover to you or process your claim.

You also have the opportunity to find out what personal information we hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge. For further information about our Privacy Policy or to access or correct your personal information, please contact The Compliance Manager, QBE Insurance (Australia) Limited, GPO Box 82 Sydney NSW 2001 or email: [compliance.manager@qbe.com](mailto:compliance.manager@qbe.com).

## The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice. The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.



## How to make a claim

Please contact your Financial Services Provider to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim. Full details of what you must do for us to consider your claim are provided in the 'Claims' section in part B of this booklet.

## Dispute resolution

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to your complaint within 15 working days.

If you would like to make a complaint or access our internal dispute resolution service please contact your nearest QBE office and ask to speak to a dispute resolution specialist.

If you are not happy with our answer, or we have taken more than 15 working days to respond, you may take your complaint to the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body.

FOS resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to you. QBE is bound by the determination of FOS but the determination is not binding on you.

We will provide the contact telephone number and address of the FOS office upon request.

## Taxation implications

### Goods and Services Tax

The Policy has provisions relating to GST. In summary, they are as follows but please read the provisions in full. They can be found in Part B Terms and Conditions, under the heading 'How Goods and Services Tax affects any payments we make'.

- The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.
- When we pay a claim, your GST status will determine the maximum amount we pay.

### Other taxation implications

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend that you seek professional advice.

## Cancelling your Policy

### How you may cancel this Policy

1. You may cancel this Policy at any time by telling us in writing that you want to cancel it. You can do this by giving the notice to your Financial Services Provider.
2. Where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

### How we may cancel this Policy

1. We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
2. We will give you this notice in person or send it to your address last known to us.

### The premium

We will refund to you the proportion of the premium for the remaining period of insurance.

## Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your Financial Services Provider electronically or in writing within 30 days from the date the Policy commenced.

This cooling-off right does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights however your Financial Services Provider may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

## Financial Claims Scheme

This policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from APRA - [www.apra.gov.au](http://www.apra.gov.au) or 1300 13 10 60.

## **PART B – POLICY TERMS AND CONDITIONS FOR FARM PACK PERSONAL POLICY**

(This Part does not form part of the Product Disclosure Statement)

### **Insurer**

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

### **Our agreement with you**

This Policy is a legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as set out in the Policy, occurring during the period of insurance shown on your Policy Schedule or any renewal period.

The excesses set out in the section headed 'What you must pay if you make a claim – Excess' apply to all claims except where otherwise stated. The amount of any excess that applies to your Policy will be shown on your Policy Schedule.

The exclusions in the section(s) headed 'When you are not covered' and conditions in the section headed 'General Conditions' apply to all types of cover.

### **Your Policy**

Your Farm Pack Personal Policy consists of Part B (Terms and Conditions) of this booklet and the Policy Schedule we give you.

Please read your Policy carefully, and satisfy yourself that it provides the cover you require.

If you want more information about any part of your Policy, please ask us, or your Financial Services Provider.

The address and telephone number of your QBE branch are on your Policy Schedule.

You should keep your Policy Booklet and Policy Schedule together in a safe and convenient place for future reference.

### **Providing proof**

So that your claim can be assessed quickly you should keep the following:

- receipts or other confirmation of purchase and valuations
- receipts or other confirmation of the purchase of your vehicle or any accessories
- all service and repair records
- documents which substantiate your earnings
- medical certificates.

We may ask you for these if you make a claim.

### **Other party's interests**

You must tell us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if you have told us about them and we have noted them on your Policy Schedule.

### **How you can pay your premium**

You can pay your premium:

- (a) in one annual payment by cash, cheque, credit card or EFTPOS, or
- (b) in monthly instalments by direct debit from your credit card or from your account with your financial institution.

### **Paying your annual premium**

You must pay your annual premium by the due date. If we do not receive your premium by this date or your payment is dishonoured this Policy will not operate and there will be no cover.

### **Paying your instalment premium**

If you are paying your premium for the first time by instalments we will deduct instalments each month on the day of the month that you nominate as your payment date.

If you are renewing your Policy and you paid your previous Policy by instalments, we will continue to deduct instalments for your renewed Policy on the day of the month you previously nominated as your payment date, unless you tell us otherwise.

If you have nominated the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of the month as your payment date, we will deduct your instalment payment on the next day if those dates don't occur in a month.

Details of your instalments are shown on your Policy Schedule.

If your first instalment of premium when you take out your Policy or renew it is dishonoured, this Policy will not operate and there will be no cover.

We will not pay a claim under this Policy if, at the time the claim occurred, any instalment of premium has remained unpaid for 14 days or more.

If any instalment of premium has remained unpaid for 1 month, we may cancel this Policy. We will send you a notice giving you details of the action we intend to take and when any cancellation will become effective.

We are entitled to deduct from any amount we pay you under a claim any unpaid premium or instalment of premium.

If you are paying your premium in instalments by direct debit from your credit card or financial institution account, you must tell us if those details change. You must do this no later than 7 days before your next instalment is due.

### **Preventing our right of recovery**

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

## How Goods and Services Tax affects any payments we make

The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.

When we pay a claim, your GST status will determine the maximum amount we pay.

When you are:

- (a) not registered for GST, or are otherwise not entitled to claim an Input tax Credit the maximum amount we pay is the sum insured or the other limits of insurance cover including GST, and the sum insured and other limits of insurance cover shown on your Policy documentation are inclusive of GST
- (b) registered for GST, we will pay the sum insured/limit of indemnity or the other limits of insurance and where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a damaged item insured under the Policy) we will pay for the GST amount.

We will reduce the GST amount we pay by the amount of any input tax credits to which you are or would be entitled if you made a relevant acquisition.

In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS), and the sum insured and other limits of insurance cover shown on your Policy documentation are exclusive of GST.

You must advise us of your correct Australian Business Number & Taxable Percentage. Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, Input Tax Credit, Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

## Words with special meanings

Some key words and terms used in this Policy have a special meaning.

If words and terms are only used in just one Section of the Policy, we will describe their special meaning in that Section.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

Word or Term	Meaning
Aircraft	any vessel, craft or thing made or intended to fly through or move through the atmosphere or space
Dangerous goods	goods as defined by the Australian code for the transport of dangerous goods by rail and road, or: <ul style="list-style-type: none"> <li>(a) any infectious substance, or</li> <li>(b) the following substances or materials in excess of the following quantities:                             <ul style="list-style-type: none"> <li>• 1,000 litres of petroleum or substances having a closed cup flash point below 23 degrees Celsius, but in containers no greater than 250 litres</li> <li>• 5 kilograms of explosives</li> <li>• 100 kilograms of compressed gas</li> <li>• 500 litres in total of substances which are toxic chemicals, corrosive acids or corrosive alkalis</li> <li>• 500 litres (where a liquid) or 50 kilograms (where a solid) of substances which form explosive mixtures with organic and other oxidizing materials, or</li> </ul> </li> <li>(c) any two or more substances mentioned in (b) above being carried on your vehicle at the same time if the quantity of any substance carried is more than half the quantity stated for each substance.</li> </ul>
Your family	any member of your family who lives permanently with you, including your partner and any of your student children boarding at school or university
Farm	the situation(s) shown in the Policy Schedule and comprising a single operating unit at which the farm business is conducted
Farm business	all activities connected with the running of the business of the farm. Farm business does not mean contract farming but occasional contract farming is allowed where such contracting in any financial year contributes less than 20% when combined with the annual turnover of your farm business. Farm business does not include any activities carried out in or in connection with your home buildings.

Word or Term	Meaning
Flood	the covering of normally dry land by water escaping or released from the normal confines of a watercourse or lake, whether or not it is altered or modified. Flood also includes water escaping from the confines of any reservoir, channel, canal or dam.
Fusion	the process of fusing or melting together of the windings of an electric motor following damage to their insulating material as a result of overheating caused by electric current
Gross combination mass	the maximum allowed weight of your truck and trailer combination including the goods carried by that combination
Gross vehicle mass	the maximum allowed weight of your vehicle and the goods it can carry
Impact	a collision of two or more objects
Indemnity value	the cost necessary to replace, repair or rebuild the insured property to a condition substantially the same as but not better nor more extensive than its condition at the time of the loss or damage taking into consideration its age, condition and remaining useful life
Market value	the cost to buy a vehicle or property of a similar type, age and condition to the damaged or destroyed items at the time of the loss or damage: (a) adjusted for any special features, and (b) having regard to used prices guides and any other relevant information, but excluding costs and charges for registration, stamp duty transfer and any dealer warranty costs.
Mobile farm machinery	tractors, headers, fruit pickers and other similar machines which are used solely for farming purposes. Mobile farm machinery also includes (where they are separately described in the Policy Schedule) trailers, ploughs and other implements drawn or intended to be drawn by any such machinery.
Occurrence	an event including continuous or repeated exposure to substantially the same conditions or repeated exposure to substantially the same general conditions which results in personal injury or property damage which you neither expected nor intended to happen
Open air	outside a building and on the farm and includes: <ul style="list-style-type: none"> <li>• non lockable structures, and non lockable parts of the home buildings or farm buildings, or</li> <li>• in or on a motor vehicle, motor cycle, trailer, caravan or tent, whether they are locked or not.</li> </ul>

Word or Term	Meaning
Pair, set, collection	two (2) or more articles whose collective value exceeds the sum of their individual values
Period of insurance	the dates and times between which we insure you. It is shown in the Policy Schedule.
Policy	includes this Policy wording, the Policy Schedule and any future documents issued to you which amend the Policy wording or Policy Schedule
Policy Schedule	the schedule of insurance, or any endorsement schedule we give you
Rainwater	rain falling naturally from the sky including rainwater run-off over the surface of the land. Rainwater does not mean Flood.
Replacement cost	(a) the reasonable and necessary cost of rebuilding, replacing or repairing any lost or damaged property or item to a condition substantially the same as but not better nor more extensive than its condition when new, or (b) at our option, the actual reinstatement, replacement or repair of that property or item.
Storm	violent wind (including cyclones, tornadoes) thunderstorms or hailstorms which may be accompanied by snow or rain
Temporary removal or Temporarily removed	to remove items from the farm and return them before 90 days expires. Items removed permanently from the Farm for any period are not temporarily removed
Tools of trade	tools or machines that are used or have been used in the past twelve months for any income earning activity or pursuit
Tsunami	a sea wave caused by a disturbance of the ocean floor or by seismic movement
Unoccupied farm	farm without a permanent resident
Watercraft	any vessel, craft or anything made or intended to float on or in or travel through the water
We, our, us	QBE Insurance (Australia) Limited, ABN 78 003 191 035
You, your	the persons and entities who are named in the Policy Schedule as the Insured. If home buildings, home contents and/or valuables are insured by this Policy. For the purpose of those Sections, you/your also includes your family.



## Types of cover

This Policy offers you a choice of cover. You can choose any or all of the following:

Section P1: Home building and home contents

Section P2: Motor vehicle

Section P3: Personal accident and sickness

Section P4: Boat

The types of cover you have chosen will be shown on your Policy Schedule

## Section P1: Home Buildings and Home Contents

This section covers loss or damage to home buildings and home contents. If you have chosen this cover it will be shown in your Policy Schedule.

Cover 1 insures loss or damage caused by certain events that are defined in the section.

Cover 2 insures all accidental loss or damage.

This section also provides you with a limited cover for your liability to people who are injured anywhere in the world. It does not however cover your liability to others when the occurrence arises from farm business. Liability arising from farm business is covered under the farm liability section.

### What we insure

We will cover you for loss or damage:

- (a) to home buildings and home contents which you have elected to insure, depending on the cover you have chosen
- (b) which occurs during the period of insurance.

We also provide a limited legal liability cover as set out under 'Your legal liability to others'.

### Cover options

You may choose to insure your home buildings and home contents in one of two ways:

Cover 1 insures loss or damage caused by certain events which are defined in this Section. We call these listed events.

Cover 2 insures loss or damage caused by any accidental loss or damage. It does not insure home buildings or home contents other than owner occupied dwellings.

The cover you have chosen is shown in the Policy Schedule.

### Who is covered under this section

The person whose name is set out in the schedule is insured. The following people are also insured, as long as they normally live with that person named in the schedule.

- That person's partner.
- Children of that person.

- Children of that person's partner.
- That person's parents.
- That person's partner's parents.

In this policy all these people are called 'you' or 'your'.

### Words that have a special meaning in this Section

Words	Meanings
Your buildings	This is described under the heading 'What are your buildings'.
Your contents	This is described under the heading 'What are your contents'.
Occupied	Your buildings are occupied if they are furnished so that they are comfortably habitable and you or someone with your consent has resided in the buildings overnight.
Situation	This is the place where the buildings and/or contents are located and is shown on your current schedule. We will show this place on all schedules we give you.
Valuable items	This is explained under the headings "Valuable items" and 'What are valuable items'.

### Cover 1 – Listed events cover

#### What is covered

Your buildings and/or your contents as set out in your schedule are covered if they are destroyed, lost or damaged. They are covered only if you own them, or are liable for them.

If you only cover your buildings, the cover provided under the policy for destruction, loss or damage does not apply to your contents.

If you only cover your contents, the cover provided under the policy for destruction, loss or damage does not apply to your buildings.

Your buildings and your contents are covered while at your situation. Cover for your contents while away from your situation is provided subject to the conditions and limitations set out in clause 'Cover for your contents away from your situation' of Cover option 1.

We will cover your buildings and your contents for loss or damage from the events listed below.

- Fire or explosion.
- Smoke – excluding damage that occurs gradually and or out of repeated exposure to smoke or fire.
- Lightning or thunderbolt.
- Earthquake or tsunami. We will only cover loss or damage as a result of an earthquake if the loss or damage occurs within 72 hours of the earthquake.
- Burglary or housebreaking or an attempt at either. However, we will not cover burglary or housebreaking by a tenant.

- Theft. We will only cover theft of money or negotiable documents when force is used by someone to enter your buildings. We will not cover your buildings or contents for loss or damage as a result of:
  - Theft by any person who is living at the site unless there is evidence that your building has been entered forcibly and violently.
  - Theft by a tenant.
- Vandalism or a malicious act. However, we will not cover loss or damage as a result of vandalism or a malicious act by a tenant
- Deliberate or intentional acts. However, we will not cover loss or damage as a result of a deliberate or intentional act by a tenant.
- Liquid that escapes from:
  - A fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain.
  - A bath, basin, sauna, spa, shower base or shower wall, sink, toilet or tiled floor that has drainage holes.
  - A washing machine or dishwasher.
  - An aquarium.
  - A waterbed.

We will also cover the cost of finding where the liquid escaped from, including the cost of repairing any damage that occurs while looking for the cause. We will not cover the cost of repairing the defective item that caused the escape of liquid or liquid escaped from.

- An electric motor burning out. If an electric motor burns out, we will repair, reinstate or replace it. We decide which one we will do. We will only do this if the electric motor is 15 years old or less.
- Accidental breakage. This cover applies when the item is fractured or chipped. Items covered for accidental breakage are:
  - If you have insured your buildings, any fixed glass in your buildings, including glass houses and any window tinting or shatter proofing material attached to the glass. We also cover fixed shower bases, basins, sinks, spas, baths, toilets, chandeliers and pendant lights.
  - If you have insured your contents, any mirrors, glassware, crystal, crockery or any glass in furniture. However, we will not cover glass that is part of a television, or a computer screen, or a computer monitor. Mirrors, glassware, crystal, crockery or china are not covered while they are being used, cleaned or carried by hand.
  - If you have insured your contents and you are living in a rented property, you are covered for accidental breakage of fixed shower bases, basins, sinks, spas, baths and toilets. This cover only applies when your rental agreement makes you responsible for these items.
- Riots, civil commotions, industrial or political disturbances.

- Impact by an aircraft, spacecraft or satellite, or anything dropped from them.
- Impact by a falling tree or part of a tree, unless the damage is caused when you cut down or remove branches from a tree or you have someone do it for you. We will also pay the cost of removing and disposing of the fallen tree or parts and treatment of the stump to prevent regrowth.
- Impact by a falling television or radio antenna, mast or dish.
- Impact by any animal or bird that is not kept at your situation, unless the damage is caused by any animal or bird eating, chewing, clawing or pecking.
- Impact by vehicles or watercraft.
- If you have insured your contents, we will pay for storage charges necessarily and reasonably incurred to protect them from further loss or damage following a claim by fire, storm or rainwater.
- Storm, rainwater, hail, or wind. This includes storm, rainwater, hail or wind damage to gates, fences or walls that are entirely or partly at the situation.

We will not cover storm, rainwater, hail or wind damage:

- Where water enters your buildings because of a structural defect, faulty design or faulty workmanship when your buildings were constructed.
- Where water enters your buildings through an opening made for any building renovation or repair work.

We will not cover loss or damage by flood.

Flood is the covering of normally dry land by water escaping or released from the normal confines of a watercourse or lake, whether or not it is altered or modified. Flood also includes water escaping from the confines of any reservoir, channel, canal or dam.

- Landslide or subsidence. This includes loss or damage to any gates, fences or retaining walls that are entirely or partly at the situation. However, the cover only applies if the loss or damage occurs within 72 hours of, and as a direct result of, one of the following listed events:
  - Storm, tsunami, rainwater, hail, snow or wind.
  - Earthquake.
  - Explosion.
  - Liquid escaping from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or a drain.

#### **Cover for your contents in the open air at your situation**

We will cover your contents while they are in the open air at your situation. Your contents are in the open air when they are not in a building that is fully enclosed. If they are damaged by storm, rainwater, wind or are stolen, we will pay up to \$5,000 in total.

This limit does not apply to any swimming pools, saunas or spas.

**Cover for your contents away from your situation**

Your contents are covered while they are away from your situation, anywhere in Australia up to 180 consecutive days. Your contents are not insured if they:

- Are on the way to, or from, or in commercial storage, unless we have agreed to cover them under 'Additional things we will pay for when you have insured your contents'.
- Are in transit during a permanent removal, unless we have agreed to cover them under 'Additional things we will pay for when you have insured your contents'.
- Have been removed permanently from your situation other than:
  - Sporting equipment that is stored within a club room
  - Contents stored in a bank safe deposit box
  - Student's personal belongings including sporting equipment whilst you are away from home attending school, college or University.

We will only cover your contents for loss or damage as a result of storm, rainwater, wind or impact by a vehicle if they are:

- In a residential building, boarding house, motel, hotel, club, nursing home or hospital where you are staying, or
- Sporting equipment stored within a club room.

We will not cover your contents for loss or damage as a result of storm, rainwater, wind or impact by a vehicle if they are in a tent, vehicle, caravan, trailer, aircraft or watercraft.

We will not cover your contents for theft while they are away from your situation, unless:

- They are in a residential building, boarding house, motel, hotel, club, nursing home or hospital where you are staying, or
- The contents are sporting equipment stored within a club room.

We will pay up to 25 per cent in total of the contents sum insured shown on your schedule, subject to the limits set out in clause 'What are your contents'.

- The contents are your wallet, handbag or other personal items and you are robbed of these items anywhere in Australia by virtue of violent physical assault and when supported by a police report. The most we will pay for money is \$300, and up to \$800 in total.

The following contents items are not covered while away from your situation:

- Accessories and spare parts for the following:
  - motor vehicles, motorcycles, mini-bikes, caravans, trailers, watercraft, golf buggies, mobility scooters, surfboards, sail boards, surf skis and canoes.
- Goods that you use for earning your income.
- Office and surgery equipment that you use for earning your income.

**Moving your contents to a new situation**

If you are moving permanently to a new situation within Australia, we will cover your contents at the situation shown on your schedule and at your new situation. The most we will pay in total is the sum insured shown on your schedule. We will only cover your contents at your new situation for 45 days. This cover will commence from when you first start to move your contents to your new situation. We do not provide cover for your contents while they are being moved unless we have agreed to cover them under 'Additional things we will pay for when you have insured your contents'.

You must tell us that you are permanently moving your contents to a new situation within 45 days from the day you first start to move.

**Additional benefits applicable only to Listed events cover**

(see also Additional Benefits applicable to Listed events and Accidental damage covers)

**Additional things we will pay for when you have insured your buildings – Listed events**

If you have cover for your buildings, the following will be paid in addition to the sum insured as listed on your schedule.

We will only pay these costs when they relate to loss or damage from a listed event:

**Forced Evacuation by Government Authority**

If this policy insures the building that you let to tenants, and if your home cannot be lived in because a government authority prohibits you from using it, we pay any resultant rent lost. We pay up to a maximum of 20% of the sum insured for your home for loss of rent or rentable value if the home is tenanted or is between tenants at the time the loss or damage occurred. The prohibition must be as a direct result of damage to neighbouring premises that would be classed as insured damage under this Policy. We do not cover loss due to cancellation of a lease or agreement including if a tenant decides to leave without giving proper notice.

Under this additional benefit, we do not pay for:

- (a) loss of rent if the home has been untenanted for 30 consecutive days immediately before the loss
  - (b) any rent lost outside the period of untenantability
  - (c) any rent lost later than 12 months after the damage occurs.
- If a key to an external door lock of your buildings, or a key to an external window lock of your buildings, is stolen, or you have reason to believe that they have been duplicated, we will pay the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item. We decide which one we will do. The most we will pay is \$1,000.
  - If any trees, plants, shrubs or lawns are damaged by an insured event other than storm we will pay to replace the trees, plants, shrubs or lawns, up to \$5,000 in any one period of insurance. We will pay up to \$1,000 for any one tree, plant or shrub. We will not pay for damage caused by a weather-related event.
  - We will pay the cost of any damage caused to a television/radio antenna or mast. The most we will pay is \$1,000.

- We will pay to replace the Certificate of Title to your situation if it is destroyed or damaged. The most we will pay is \$2,000.
- We will pay to make modifications to your buildings if you are injured as a result of loss or damage to your buildings. We will only pay for modifications if the injury results in permanent paraplegia or permanent quadriplegia and the modifications are required for you to continue to live at the situation. The most we will pay is \$25,000.

#### **Additional things we will pay for when you have insured your contents – Listed events**

If you have cover for your contents, the following will be paid in addition to the sum insured as listed on your schedule. We will pay these costs when they relate to loss or damage from a listed event.

- If your freezer or refrigerator breaks down, we will pay for the loss of any frozen or refrigerated food. We also pay for loss of any frozen or refrigerated food caused by accidental damage to the freezer or refrigerator or by the failure of the electricity supply, or by contamination of any refrigerant or oil used in the refrigerator or freezer.
- If money or negotiable instruments belonging to guests, employees, exchange students or visitors are lost or damaged, we will regard that money or negotiable instrument as belonging to you. The most we will pay is \$1,000.  
We will not pay if the money or negotiable instruments are already insured under another policy by someone other than you.
- If a key to an external door lock of your buildings, or a key to an external window lock of your buildings is stolen, or you have reason to believe that they have been duplicated, we will pay the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item. We decide which one we will do. The most we will pay is \$1,000.
- We will pay the reasonable costs you have to pay a security firm to attend your situation in response to your monitored burglar alarm system. We will only pay these costs when there is:

- A burglary.
- An attempted burglary.

We will not pay these costs when there is:

- A false alarm.
- No evidence of an attempted burglary.

The most we will pay is \$1,000.

- We will pay for aggravated theft of your wallet, handbag or other personal items if you are robbed of these items anywhere in Australia by virtue of violent physical assault and when supported by a police report. The most we will pay for cash or negotiables is \$300 up to a total \$800.

#### **Additional things we will pay for when you have insured your buildings and/or contents – Listed events**

If you have cover for your buildings or contents, or both, the following will be paid in addition to the sum insured. If you have insured your buildings and contents, we will only pay once for an event.

- We will pay the professional costs for the removal of tree stumps, fallen trees and branches and the associated disposal costs necessarily incurred in order to repair or replace insured damage caused to your buildings and contents by storm damage that we have agreed to cover. We will also pay for the removal of trees and branches from the situation if they have caused damage to landscaped gardens. We will also pay up to \$5,000 for each claim for the costs for removal and disposal of fallen trees and tree stumps incurred as a result of storm but we will not pay unless the costs exceed \$500.
- If you or a member of your family normally living with you dies as a direct result of a physical injury caused by an accident within the buildings at the situation, we will pay \$15,000 to the estate of the deceased person.  
The most we will pay in any one period of insurance is \$15,000 in total.

## **Cover 2 – Accidental damage cover**

### **What is covered**

Your buildings and/or your contents as set out in your schedule are covered if they are destroyed, lost or damaged. They are covered only if you own them, or are liable for them.

If you only cover your buildings, the cover provided under the policy for destruction, loss or damage does not apply to your contents.

If you only cover your contents, the cover provided under the policy for destruction, loss or damage does not apply to your buildings.

Your buildings and your contents are covered while at your situation. Cover for your contents while away from your situation is provided subject to the conditions and limitations set out in clause 'Cover for your contents away from your situation' of Cover option 2.

We will cover your buildings and your contents for accidental loss or accidental damage. There is some loss or damage we will only cover under specific conditions. This is accidental loss or accidental damage caused by:

- Landslide or subsidence. Cover only applies when the landslide or subsidence occurs within 72 hours after a direct result of one of the following:
  - Storm, tsunami, rainwater, hail, snow or wind.
  - Explosion.
  - Earthquake
  - Liquid that escapes from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or a drain.

This cover also applies to gates, fences or retaining walls that are entirely or partly at the situation.

- Burning out of an electric motor. If an electric motor burns out, we will repair, reinstate or replace it. We decide which one we will do. We will only do this if the electric motor is 15 years old or less.



**What we will not pay for**

We will not cover your buildings and your contents for any accidental loss or accidental damage caused by:

- Landslide or subsidence except as detailed under 'What is covered' for Cover option 2.
- Settling, shrinkage or any movement of earth.
- Erosion.
- Water entering your buildings
  - through an opening made for any building, renovation or repair work.
  - because of a structural defect, faulty design or faulty workmanship when your buildings were constructed.
- Flood
 

Flood is the covering of normally dry land by water escaping or released from the normal confines of a watercourse or lake, whether or not it is altered or modified. Flood also includes water escaping from the confines of any reservoir, channel, canal or dam.
- Rust, corrosion, gradual deterioration, depreciation, wear or tear.
- Rats, mice or insects.
- Roots from trees, plants, shrubs or grass.
- Any process of cleaning involving the use of chemicals other than domestic household chemicals.
- A defect in an item, faulty workmanship, structural defects or faulty design.
- Malicious damage or vandalism by a tenant.
- Theft by a tenant.
- Deliberate or intentional acts by a tenant.
- Mechanical or electrical breakdown other than an electric motor burning out, unless the breakdown results in loss or damage to your buildings or contents.

**Cover for your contents away from your situation**

Your contents are covered while they are away from your situation anywhere in Australia or New Zealand whilst temporarily removed, or in the rest of the world for up to 90 consecutive days.

Your contents are not covered if they:

- Are on the way to, or from, or in, commercial storage, unless we have agreed to cover them under 'Additional things we will pay for when you have insured your contents'.
- Are in transit during a permanent removal, unless we have agreed to cover them under 'Additional things we will pay for when you have insured your contents'.
- Have been removed permanently from your situation other than
  - Sporting equipment that is stored within a club room
  - Contents stored in a bank safe deposit box
  - Personal belongings including sporting equipment whilst you are away from home attending school, college or University.

The following contents items are not covered while away from your situation:

- Accessories and spare parts for the following: motor vehicles, motorcycles, mini-bikes, caravans, trailers, watercraft, golf buggies, mobility scooters, ride-on mowers, wheelchairs, surfboards, surf skis and canoes if they are in a tent, vehicle, watercraft, aircraft or in the open air. Open air includes non-lockable structures and non-lockable parts of structures not at the situation.
- Goods that you use for earning your income.
- Office and surgery equipment that you use for earning your income.

**Moving your contents to a new situation**

If you are moving permanently to a new situation within Australia, we will cover your contents at the situation shown on your schedule and at your new situation. The most we will pay in total is the sum insured shown on your schedule. We will only cover your contents at your new situation for 45 days. This cover will commence from when you first start to move your contents to your new situation. We do not provide cover for your contents while they are being moved unless we have agreed to cover them under 'Additional things we will pay for when you have insured your contents'.

You must tell us that you are permanently moving your contents to a new situation within 45 days from the day you first start to move.

**Additional benefits applicable only to Accidental Damage cover**

(see also Additional Benefits applicable to both Listed events and Accidental damage covers)

**Additional things we will pay for when you have insured your buildings – Accidental damage**

If you have cover for your buildings, the following will be paid in addition to the sum insured as listed on your schedule.

We will pay these costs when they relate to loss or damage caused by or arising from accidental loss or accidental damage that is covered by this policy:

**Forced Evacuation by Government Authority**

If this policy insures the building that you let to tenants, and if your home cannot be lived in because a government authority prohibits you from using it, we pay any resultant rent lost. We pay up to a maximum of 20% of the sum insured for your home for loss of rent or rentable value if the home is tenanted or is between tenants at the time the loss or damage occurred. The prohibition must be as a direct result of damage to neighbouring premises that would be classed as insured damage under this Policy. We do not cover loss due to cancellation of a lease or agreement including if a tenant decides to leave without giving proper notice.

Under this additional benefit, we do not pay for:

- (a) loss of rent if the home has been untenanted for 60 consecutive days immediately before the loss
- (b) any rent lost outside the period of untenability

- (c) any rent lost later than 12 months after the damage occurs.
- If a key to an external door lock of your buildings, or a key to an external window lock of your buildings, is stolen, or you have reason to believe that they have been duplicated, we will pay the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item. We decide which one we will do.
- We will pay your legal costs to discharge your mortgage if your claim is for a total loss.

#### **Additional things we will pay for when you have insured your contents – Accidental damage**

If you have cover for your contents, the following will be paid in addition to the sum insured as listed on your schedule. We will pay these costs when they relate to loss or damage caused by or arising from accidental loss or accidental damage that is covered by this policy.

- If money or negotiable instruments belonging to guests, employees, exchange students or visitors are lost or damaged, we will regard that money or negotiable instrument as belonging to you. The most we will pay is \$1,500.

We will not pay if the money or negotiable instruments are already insured under another policy by someone other than you.

- If a key to an external door lock of your buildings, or a key to an external window lock of your buildings is stolen, or you have reason to believe that they have been duplicated, we will pay the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item. We decide which one we will do.
- We will pay the reasonable costs you have to pay a security firm to attend your situation in response to your monitored burglar alarm system. We will only pay these costs when there is:

- A burglary.
- An attempted burglary.

We will not pay these costs when there is:

- A false alarm.
- No evidence of an attempted burglary.

The most we will pay is \$2,000.

#### **Additional things we will pay for when you have insured your buildings and/or contents – Accidental Damage**

If you have cover for your buildings or contents, or both, the following will be paid in addition to the sum insured. If you have insured your buildings and contents, we will only pay once for an event.

- We will pay the professional costs for the removal of tree stumps, fallen trees and branches and the associated disposal costs necessarily incurred in order to repair or replace insured damage caused to your buildings and contents by storm damage that we have agreed to cover. We will also pay for the removal of trees and branches from the situation if they have caused damage to landscaped gardens. We will also pay up to \$5,000 for each claim for the costs for removal and disposal of fallen trees and tree stumps incurred as a result of storm but we will not pay unless the costs exceed \$500.

- If you or a member of your family normally living with you
  - Dies, or
  - Suffers paraplegia, quadriplegia or permanent total disablement

as a direct result of a physical injury caused by an accident within the buildings at the situation, we will pay \$15,000 to either

- The estate of the deceased person, or
- The person who suffered paraplegia, quadriplegia or permanent total disablement.

The most we will pay for all claims in any one period of insurance is \$15,000 in total.

- If you or a member of your family require counselling as a direct result of fire or theft at the situation, we will pay you up to \$1,000 for each claim for counselling. The most we will pay is \$1,000. We do not insure you or your family for any payment that would contravene any legislation, including but not limited to, the National Health Act (1953).

#### **Additional Benefits applicable to both Listed events and Accidental Damage covers**

##### **Additional things we will pay for when you have insured your buildings**

If you have cover for your buildings, the following will be paid in addition to the sum insured as listed on your schedule.

We will only pay these costs when they relate to loss or damage caused by or arising from an event that is covered by this policy:

- If you are unable to live in your buildings after loss or damage has occurred, we will pay you to rent another property. We will pay an amount equal to the amount that your buildings could have been rented out for each week if the loss or damage had not occurred.

We will also pay the costs of alternative accommodation for your pets, and additional living expenses up to \$1,000.

The most we will pay for these costs is 20 per cent of your buildings sum insured, as listed on your schedule.

We will reduce the amount we pay you, or stop paying you, if you:

- receive any payment for rent from another source, or
- do not need to rent another property, or
- are able to live in your buildings.

If your building is so damaged that it cannot be lived in by tenants, we will pay up to 20% of the sum insured for your building, for loss of rent or rentable value if the home is tenanted or is between tenants at the time the loss or damage occurred.

- We will pay your legal costs to discharge your mortgage if your claim is for a total loss.
- We will pay the reasonable costs of demolishing, removing and disposing of any buildings debris when loss or damage occurs.

- We will pay the reasonable costs of architects, surveyors and engineers and also pay any legal fees that arise from reinstating your buildings when loss or damage occurs.
- If we agree to pay you for loss or damage to your buildings, we will increase your sum insured for your buildings by 0.4% of 1% of the sum insured shown on your current Policy schedule per month since you took out your policy or last renewed it until the next renewal date.
- You are fully insured again for your buildings for the amount shown in your schedule following a claim unless your claim is for a total loss. If your claim is for a total loss and we pay you the sum insured, then the cover for your buildings will end, however liability cover will remain in force until the expiry date of the policy.
- We will pay the costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing the buildings at the situation. We will not pay any costs which resulted from any notice which a statutory authority served on you before loss or damage to your buildings occurred. The most we will pay in any one period of insurance is \$25,000.
- If any trees, plants, shrubs or lawns are damaged by accidental damage that is insured by this policy, other than storm, we will pay to replace the trees, plants, shrubs or lawns. We will not pay for damage caused by a weather-related event.
- If you have cover for your buildings and you have entered a contract to sell your home, we will extend cover under the policy to the purchaser from when the purchaser becomes liable for any damage to the home until the contract is settled or terminated, or until the purchaser insures the home, whichever happens first.

### **Additional things we will pay for when you have insured your contents**

If you have cover for your contents, the following will be paid in addition to the sum insured as listed on your schedule. We will only pay these costs when they relate to loss or damage caused by or arising from an event that is covered by this policy.

- We will pay to reinstate, reproduce or restore your documents if they are damaged while contained at the situation or in a bank vault. This includes the information contained on the documents.
- If any of your credit, debit or stored value cards are misused after they are stolen, or are used fraudulently on the internet, we will pay up to \$5,000 in total to the financial institutions that issued them. We will only pay if you complied with the terms on which the credit cards were issued.
- We will pay the reasonable costs of alternative accommodation and additional living expenses up to \$1,000. The most we will pay for these costs is 20 per cent of your contents sum insured as listed on your schedule. We will only pay for these costs when, and only for the period for which, you are unable to live at your situation after loss or damage has occurred.

We will reduce this payment, or stop paying you, if:

- We pay you for rent following damage to your buildings.

- You receive any payment for rent or accommodation from another source.
- You do not need to pay for alternative accommodation.

- If you are unable to live at your situation after loss or damage has occurred, we will pay the reasonable costs to remove and store your contents while your situation is being repaired. We will pay this for up to 12 months. We will also cover your contents while they are in storage. We will only pay for this when you are unable to live at your situation.
- If guests, employees, exchange students or visitors to your situation bring their own contents with them, we will regard those contents as belonging to you. The most we will pay is \$5,000 if these contents are lost or damaged. This cover is subject to the list of contents items and limits shown under the heading 'What are your contents'. We will not pay if these contents are already insured under another policy by someone other than you.
- We will cover your contents for loss or damage while they are in a commercial storage facility in Australia up to the total contents sum insured, as listed on your schedule. You must tell us that your contents are in a commercial storage facility before they are put into storage and we must have agreed to cover them.

If we agree to cover your contents in a commercial storage facility, it will be listed on your schedule.

We will not cover jewellery, money or negotiable instruments.

- We will cover your contents for loss or damage while they are being transported by a vehicle to your situation, or to a commercial storage facility within Australia, up to the contents sum insured as shown on your schedule, during your period of insurance.

We will only cover your contents if there is a theft following violent or forcible entry, or loss or damage occurs as a result of fire, collision or overturning of the vehicle that is transporting your contents.

We will not cover loss or damage:

- To glassware, crystal, crockery mirrors or china, or
- Caused by denting, scratching, chipping or bruising.

- We will pay the reasonable costs of removing any contents debris when loss or damage occurs.
- If we agree to pay you for loss or damage to your contents, we will increase your sum insured for your contents by 0.4% of 1% of the sum insured shown on your current Policy schedule per month since you took out your policy or last renewed it until the next renewal date.
- You are fully insured again for your contents for the amount shown in your schedule following a claim unless your claim is for a total loss. If your claim is for a total loss and we pay you the sum insured then the cover for your contents will end.

### Additional things we will pay for when you have insured your buildings and/or contents

If you have cover for your buildings or contents, or both, the following will be paid in addition to the sum insured. If you have insured your buildings and contents, we will only pay once for an event

- We will pay for the fees that you must pay to an accountant when your personal financial affairs are audited by the Federal Commissioner of Taxation. You must advise us of any such audit prior to the fees being incurred. The most we will pay during any one period of insurance is \$5,000.

We will not pay claims for:

- Any audit that relates to a criminal prosecution.
- Fees where the final assessment of your taxable income for the period being audited is 20 per cent, or more, higher than your original declaration.
- Fees for work performed outside the time limits allowed by the Federal Commissioner of Taxation.
- Any fines, penalties or adjustments of taxation.
- We will pay up to \$500 for the reasonable costs you have to pay the fire brigade or a similar authorised organisation to attend and protect your buildings or contents against an actual fire or other emergency.
- If you cannot live at the situation because a government authority denies you access, we will pay any increase in your living expenses that is necessary and reasonable to maintain your normal standard of living for up to 60 days. The denial must be as a direct result of damage to neighbouring premises that would be classed as insured damage under this Policy. We will not cover loss due to cancellation of a lease or agreement.
- We will pay reasonable expenses to protect your buildings or contents from further damage following damage we have agreed to cover.
- We will pay up to \$500 for veterinary expenses if your pet is injured or killed as a result of a road accident, lightning, earthquake, burglary or attempted burglary.
- We will pay legal costs and expenses you are liable to pay following legal proceedings brought by you, or against you, in Australia.

You must advise us of any legal proceedings brought by you, or against you. We will only pay claims notified to us during the period of insurance shown on your current schedule. We will only pay the legal costs and expenses incurred with our prior written consent. The most we will pay during any one period of insurance is \$5,000.

We will not pay legal costs and expenses relating to:

- Spouse or partner disputes including, but not limited to, divorce, child maintenance, or custody and property disputes.
- Claims for death, bodily injury to, or disease of, any person.
- Claims where cover is available under a standard form of motor vehicle, homeowners or householders, motorcycle, caravan or boat insurance.
- Any criminal charge or prosecution brought against you.

- Any alleged or actual road traffic offence or boating offence committed by you.
- Any matter arising out of your business or profession or the conduct of any activity carried on by you or your family for reward except letting the home for domestic purposes or babysitting on a casual basis.
- Any matter arising out of an incident where there is insurance required by law that provides for your liability, or it was available to you, and you did not take it out.
- Any award of damages made against you.
- Any penalties, fines or awards of aggravated, exemplary or punitive damages made against you.

### What are your buildings

- Residential buildings you live in including any professional offices or surgeries in those buildings.
- Domestic outbuildings.
- Fixed coverings to walls, floors and ceilings. These do not include fixed carpets, curtains or internal blinds unless you are the contracting seller or purchaser in which case these items will be deemed buildings until settlement, or, unless you regularly lease out the home on an unfurnished basis.
- Infrastructure for services, including infrastructure for the supply of electricity, gas, water, the internet and telephone.
- Items built in, or fixed to, or on, the buildings.
- Blinds or awnings on the outside of the buildings.
- Landscaping, paved terraces, paved pathways and paved driveways, retaining walls, fences and gates entirely or partly on the site.
- Jetties, wharfs, pontoons and moorings used for domestic purposes only.
- Anything permanently built, permanently constructed or permanently installed on your property for domestic purposes, including in ground swimming pools.

### What are not your buildings

- Property that a tenant is liable for under the terms of a rental agreement.
- Plants, shrubs, trees or grass except as provided for under 'Additional things we will pay for when you have insured your buildings'.

### What are your contents

- Household goods that are not used for earning income.
- Goods that you use for earning your income while they are at your situation. You would normally receive a taxation deduction for these. We will pay up to \$5,000 in total for these items. This does not include office and surgery equipment.
- Office and surgery equipment that you use for earning your income while it is at your situation. You would normally receive a taxation deduction for these.
- Carpets, curtains and internal blinds.
- Furniture and furnishings that are not built in.



- Portable domestic appliances that are not built in.
- Swimming pools, saunas and spas that are not permanently installed.
- Accessories for any swimming pools, saunas or spas.
- Clothing and personal effects.
- In relation to the following three items;
  - Jewellery and watches.
  - Items that contain gold or silver (this does not include items thinly covered with gold or silver).
  - Collections of stamps, money or medals -

we will pay up to 25 per cent in total of the contents sum insured listed on your schedule for the above three items. The most we will pay for any one item, pair, set, collection or system of valuable items is \$10,000.

You can increase the maximum amount that we will pay for these three items by specifying them as contents or increase the maximum amount that we will pay for these three items and obtain cover away from the situation by insuring these items under specified valuables under section 2.

- Items thinly covered with gold or silver that are not jewellery or watches.
- Paintings and prints, tapestries, Persian or similar rugs, antiques and any other works of art.
- Projectors and screens.
- Equipment for developing and enlarging photographs.
- Processed film, slides and prints. We will only pay the value of these items as unprocessed material, and the cost of processing them. However, if they were processed when you purchased them, we will pay the cost of replacement. We will not pay the costs of recreating any event.
- Tapes, cassettes, cartridges and discs, including computer software. We will only pay the value of these items when blank, unless they were pre-recorded when you purchased them.
- Data stored on any computer, computer disk or computer tape (including the cost of restoring the data). We will pay up to \$2,000 in total for this.
- Money and negotiable instruments. We will pay up to \$1,500 in total for these.
- Accessories, spare parts for the following: motor vehicles, motorcycles, caravans, trailers, watercraft and golf buggies, ride-on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis and canoes. We will not pay if the accessories and spare parts are in, or on, motor vehicles, motorcycles, mini-bikes, caravans, trailers or watercraft. We will pay up to \$2,000 in total for these items.
- Landlords' fixtures and fittings that you are liable for under the terms of a rental agreement. We will not cover these fixtures and fittings if the body corporate has insured them.
- Fixtures and fittings that you have installed for your own use if you are a tenant, or the owner of a strata title unit. We will not cover these fixtures and fittings if the body corporate has insured them.
- Watercraft no more than four metres long and which do not require registration under state or territory legislation.

- Motorised golf buggies, ride-on mowers, wheelchairs and motorcycles up to 125cc engine capacity and which do not require registration.
- Surfboards, sailboards, surf skis and canoes.
- Special contents which are listed on your schedule.

### What are not your contents

- Unset precious and semi-precious stones.
- Plants and trees growing outdoors. This does not include plants and trees growing in pots or tubs.
- Animals, including birds and fish.
- Pedal cycles while they are in use for competitive racing or pacemaking.
- Equipment for taking photographs, including accessories and unprocessed film while they are being used to earn an income.
- Sporting equipment while it is being used.
- Motorcycles requiring registration.
- Motor vehicles, motorcycles exceeding 125cc engine capacity, motorised go-karts, caravans, trailers or aircraft other than model or toy aircraft.
- Motorcycles while they are used for competitive racing or pacemaking.
- Watercraft more than four metres long.
- Watercraft less than four metres long that require registration under state or territory legislation.
- Personal Water Craft (for example, Jet skis).

### Paying claims

#### Excesses that apply when you make a claim

An 'excess' is your contribution towards the cost of a claim. We will tell you if you need to pay an excess when you make a claim.

In most instances you can select, at the time of your enquiry or application for insurance, the amount of the excess you wish to pay should you make a claim. When you select a higher excess amount we will normally reduce the amount of the premium you will have to pay.

We take into consideration a number of factors in setting the amount of the excess. These include factors relating to the type of property being insured, where the property is located, the type of construction and your previous insurance and claims history.

At the time of your enquiry or application for insurance, the amount of the excess will be advised to you.

For each claim for your buildings and your contents, we will reduce the amount we pay you for your claim by the amount of the excess. The amount of your excess is shown on your schedule.

Your excess will be the greater of \$200 or the excess shown on your Schedule for any claim for loss or damage arising from an earthquake or tsunami. This loss or damage must occur within 72 hours of the earthquake.

When a claim is paid for loss or damage to your buildings and your contents, the excess amount will only be applied once. You will not be required to pay any excess in the event that your buildings or contents are a total loss..

When a claim is paid under 'Additional things we will pay for when you have insured your buildings' only, or 'Additional things we will pay for when you have insured your contents' only, your excess will not apply.

### The most we will pay for your buildings or your contents

The most we will pay for any claim for your buildings or your contents is the sum insured shown on your schedule. This does not apply to amounts payable under 'Additional things we will pay for when you have insured your buildings', or 'Additional things we will pay for when you have insured your contents', or 'Additional things we will pay for when you have insured your buildings and/or your contents'.

There are some contents items that we will only cover up to a certain amount. See 'What are your contents' for details of these contents items and the amounts we will pay.

### How we pay a claim for your buildings

When loss or damage occurs to your buildings, we will pay the cost of rebuilding your buildings or repairing the damaged portions to the same condition as when they were new.

We will also pay any additional costs required for your buildings to comply with government or local authority bylaws. We will not pay these additional costs if you were required to comply with these bylaws, and had not done so, before the loss or damage occurred.

Rebuilding or repairing your buildings must commence within six months of the loss or damage occurring. If it does not commence within six months of the damage occurring, (or any other period which we agree with you in writing) you may have to pay any increase in cost caused by your delay.

We will pay for the damaged portion of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the damage occurred.

We will try to match any material used to repair your buildings with the original materials. If we cannot, we will use the nearest equivalent available to the original materials. We will not pay any costs for replacing undamaged property.

However, if:

- it is impossible to acquire new material to replace the damaged material that reasonably matches the undamaged portion to a similar extent as immediately prior to the damage occurring, and
- the amount of damaged material that cannot be matched to the undamaged material is more than 40% of the total material that would have to be replaced if all the matching damaged and undamaged material was replaced, then we will replace both the damaged and undamaged material.

If the damage was caused by liquid that escaped from a bath, basin, sauna, spa, shower base or shower wall, we will pay the costs to repair your buildings. We will not pay the costs to repair or replace the bath, basin, sauna, spa, shower base or shower wall.

### How we pay a claim for your contents

When loss or damage occurs to any contents item, we will do one of the following:

- Replace the item with the nearest equivalent new item.
- Repair the item to the condition it was in when new.
- Pay you the cost of replacement or repair.

We decide which one we will do.

We will pay for the cost of replacement for:

- Carpets;
- Wall, floor and ceiling coverings; and
- Internal blinds and curtains

only in the room, hall or passage where the loss or damage occurred.

When an item is part of a pair, set, system or collection, we will only pay for the value of the item itself. The most we will pay is the value that the item has as a proportion of the combined pair, set, system or collection. We will only pay the cost of replacing the item even though the pair, set, system or collection to which it belongs is less valuable because it is incomplete.

### Your liability cover

What you are covered for

- If your policy covers your buildings, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:
  - the death of, or personal injury to, any person,
  - the loss of, or damage to, property,

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

For this liability cover only your buildings include - land, trees, shrubs and other plant life.

- If your policy covers your contents and you live in a rented building, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:
  - the death of, or personal injury to, any person,
  - the loss of, or damage to, property,

resulting from an occurrence during the period of insurance arising out of the ownership of your contents or occupancy of the building. This does not include any amount you have to pay because you are the owner of your buildings.

- If your policy covers your contents and you own part of a building that is a strata titled residence, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:
  - the death of, or personal injury to, any person,
  - the loss of, or damage to, property

resulting from an occurrence during the period of insurance arising out of the ownership of your contents or occupancy of the part of the building you own.

- If your policy covers your contents, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:

- the death of, or personal injury to, any person,
- the loss of, or damage to, property,

resulting from an occurrence during the period of insurance anywhere in the world. This does not include any amount you have to pay because you are the owner or occupier of your buildings.

### Definitions for your liability cover

'Personal injury' means bodily injury, shock, mental anguish or mental injury, libel, slander or defamation of character, including death.

'Personal injury' does not include the publication or utterance of a libel or slander:

- made prior to the commencement of the period of insurance, or
- made by or at the direction of you with knowledge of its falsity, or
- relating to advertising, broadcasting or telecasting activities by or on behalf of you.

'Bodily injury' means physical bodily harm including sickness or disease that results from it and required care, loss of services and/or resultant death.

'Damage to property' means physical injury to or destruction of tangible property, including the loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits and similar instruments but does not include the value represented by such instruments.

An 'occurrence' includes continuous or repeated exposure to substantially the same general conditions. We regard all death, personal injury or loss or damage to property arising from one original source or cause as one occurrence.

### Limit of your liability cover

The most we will cover for any liability claim is the amount shown on your Policy Schedule for any one occurrence.

We do not pay more than this amount in total under all policies we have issued to you which cover the same liability.

### Additional Benefits

If your policy covers your buildings or contents, or both at your primary residence, your liability cover includes the following additional benefits:

#### Defence costs

In addition to the limit of your liability cover, if we agree you are entitled to liability cover under this policy in respect of an occurrence, we will also pay legal costs incurred with our consent to defend the claim.

#### Expenses incurred in attending court

In addition to the limit of your liability cover, we will reimburse you for reasonable expenses incurred in attending court in relation to a liability claim covered by this policy at our request up to \$250 per day but excluding the first day, and up to a total of

\$5,000 in any one period of insurance for proven income loss. We will only reimburse income loss for days on which you are not able to conduct any income-earning activity whatsoever.

If you are

- self employed or a working director, then 'income' means the gross daily income from such personal exertion after allowing for the costs and expenses incurred in deriving that income,
- an employee, then 'income' means the gross daily income from personal exertion, excluding overtime payments, bonuses, commissions or allowances.

In each case the amount of your income will be averaged over the twelve months immediately preceding our request or such shorter period during which you have been so engaged. You must provide any documentation, records, correspondence or other information that we request in support of any claim for lost income.

### Motor vehicle liability

We will cover you against any claim for compensation or expenses which you become legally liable to pay resulting from an occurrence that occurs during your period of insurance for:

- the death of, or personal injury to, any person,
- the loss of or damage to property,

arising from the ownership, custody, or use of any vehicle not required to be registered by law including:

- Motor cycles up to 125 cc capacity
- Mobility scooters
- Golf buggies
- Ride on mowers
- Any motorised wheelchair
- Any domestic trailer not attached to any vehicle.

We also insure you against any claims for compensation or expenses you become legally liable to pay for:

- the death of, or personal injury to, any person caused by you solely as a result of you being a passenger in a registered vehicle if the occurrence causing the death or personal injury occurs during your period of insurance.
- the death of, or personal injury to, any person arising from the ownership, custody, or use of any registered vehicle if the occurrence causing the death or personal injury takes place at the situation and occurs during your period of insurance.

The most we will pay for all claims arising out of any one occurrence under this additional benefit is the limit of liability cover shown on the Policy Schedule.

In addition to the limit of your liability cover, if we agree that you are entitled to liability cover under this additional benefit in respect of an occurrence, we will also pay legal costs incurred with our consent to defend the claim.

We do not cover you

- if you are entitled to be wholly or partly insured by any compulsory statutory insurance or accident compensation scheme, or would have been, but for failure to register the vehicle or to apply for cover under the insurance or scheme or to comply with a term or condition of the insurance or scheme;

- if you are entitled to be wholly or partly protected by any other policy of insurance which specifically covers compulsory third party motor vehicle liability.

### **Committee members/sporting or social clubs/community organisations**

We cover you for any claim made against you for compensation or expenses which you become legally liable in Australia to pay following an alleged or actual act or omission. We will only pay for your liability in connection with your position as a committee member of a sporting or social club or community organisation. We will not cover you if you receive more than \$1,000 per year for holding this position.

The claim must be made against you within the period of insurance stated in the schedule. The most we will pay under this additional benefit, including legal costs, during any one period of insurance, is \$10,000.

### **What you are not covered for**

These exclusions apply to your liability cover and additional benefits.

We will not cover any liability arising from:

- Use of a motor vehicle, motorcycle, mini-bike, aircraft or watercraft, however we will cover liability that:
  - arises from the ownership, custody or use of any:
    - (i) Model or toy aircraft.
    - (ii) Surfboard, sailboard or surf ski.
    - (iii) Watercraft no more than four metres long and that do not require registration under state or territory legislation. However, we will not cover any liability arising from Personal Water Craft (for example, Jet skis).
  - we cover under 'Additional benefits - Motor vehicle liability'.
- Use of a caravan or trailer when the caravan or trailer is attached to a motor vehicle or motorcycle.
- Any agreement or contract you enter into. We will pay for your liability if you would have been liable without the agreement or contract.
- Directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos
- Gaining a personal profit or advantage that is illegal.
- A conflict of duty or interest.
- Any act or omission that is dishonest, fraudulent, criminal, wilful or malicious.
- Any loss that can be reimbursed by your sporting or social club or community organisation.
- Any alleged or actual act or omission committed, or alleged to have been committed, prior to the commencement of the policy.
- Any disease that is transmitted by you, or any member of your family who normally lives with you.
- Any business, profession, trade or occupation carried on by you. This does not include being a committee member of a sporting or social club/community organisations provided that you do not receive more than \$1,000 per year for holding this position.

This also does not include letting the home for domestic purposes or babysitting on a casual basis.

Babysitting is not considered to be on a casual basis if:

- the babysitting is not of a casual nature
- any licence or other permission is required by any government body or public authority in order to legally conduct the babysitting
- the income derived from the babysitting is the primary or only source of the household's income
- there is a registered business associated with the babysitting.

We will not cover any:

- Penalties, fines or awards of aggravated, exemplary or punitive damages made against you.
- Personal injury to you, or any member of your family who normally lives with you, or any other person who normally lives with you.
- Personal injury to any person you employ and that injury arises from their employment with you.
- Damage to or loss of property that belongs to you, or any member of your family who normally lives with you, or any other person who normally lives with you.
- Damage to or loss of property that belongs to any person you employ and that damage or loss arises from their employment with you.
- Alterations, repairs, renovations or additions to your buildings that cost more than \$100,000.

The exclusions that apply to Section 1 and Section 2 also apply to your liability cover and additional benefits.

### **Optional clauses**

If any of the following clauses is shown on your Policy Schedule, we have agreed to insure your home buildings and home contents only if the following burglary protection devices are installed.

- TDL • key operated deadlocks on all external doors
- TH1 • key operated deadlocks on all external doors
- suitable key operated locking devices on all external windows or bars or security screens on all ground floor windows
- TH2 • key operated deadlocks on all external doors
- suitable key operated locking devices on all external windows or bars or security screens on all ground floor windows
  - bars on all louvre windows
- OR
- key operated deadlocks on all external doors
  - a professionally installed alarm covering all external doors and windows
- TH3 • key operated deadlocks on all external doors
- suitable key operated locking devices on all external windows or bars or security screens on all ground floor windows
  - bars on all louvre windows
  - a professionally installed alarm covering all external doors and windows



OR

- key operated deadlocks on all external doors
- a professionally installed and monitored alarm covering all external doors and windows

- TH4
- key operated deadlocks on all external doors
  - suitable key operated locking devices on all external windows
  - bars on all louvre windows
  - a professionally installed and monitored alarm covering all external doors and windows

- TH5
- key operated deadlocks on all external doors
  - a professionally installed alarm covering all external doors and windows

- TH6
- key operated deadlocks on all external doors
  - a professionally installed and monitored alarm covering all external doors and windows.

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

### Options you can choose for additional premium

The following Options may be obtained on application, and for an additional premium:

1. Pairs and Sets
2. Flood
3. Valuables
4. Domestic Workers Compensation

#### 1. Pairs and Sets

If you have selected and paid for this option it will be shown on your Policy Schedule.

In the event of a total loss of any article or articles which are part of a pair or set, we agree to pay you – at your option, exercisable after the loss – the full amount of the value of such pair or set, and you agree to surrender the remaining article or articles of the pair or set to us.

#### 2. Flood

If you have selected and paid for this option it will be shown on your Policy Schedule. We cover you for physical loss, destruction or damage caused directly by flood to your home, contents (if you have insured them).

Flood is the covering of normally dry land by water escaping or released from the normal confines of a watercourse or lake, whether or not it is altered or modified. Flood also includes water escaping from the confines of any reservoir, channel, canal or dam.

#### 3. Valuables

This cover option only applies when your schedule shows that you have requested cover for valuable items.

Valuables Option (A) will operate if your contents are covered for Listed Events (Cover option 1).

Valuables Option (B) will operate if your contents are covered for Accidental Damage (Cover option 2).

The coverage options vary according to whether you have selected Listed Events or Accidental Damage cover for your contents.

If you have selected cover Option 1 – Listed events, you can choose to insure your valuables as either:

- unspecified valuables, or
- specified valuables.

Your valuable items are covered for accidental loss or accidental damage, within Australia or New Zealand. You only have cover for accidental loss or accidental damage that happens outside of Australia and New Zealand if the loss or damage occurs within 90 consecutive days after you leave Australia.

If you have selected cover Option 2 – Accidental Damage, your contents are automatically covered whilst temporarily removed in accordance with clause 'Cover for your contents away from your situation' however limits apply. If cover for higher amounts is required please select this cover and fully insure your specified valuables. The 'unspecified valuables' option is not applicable if you have selected cover option 2.

### Valuables Option (A) – when Listed Events - Cover option 1 operates

You can choose to insure your valuables as either:

- unspecified valuables, or
- specified valuables.

Your Policy Schedule indicates whether you have selected unspecified valuables or specified valuables. You can select unspecified valuables without having to specify individual items. If you select unspecified valuables, you are required to nominate a total unspecified valuables sum insured

If you select specified valuables, then you must specify each item you wish to insure as a specified valuable and provide valuations and/or receipts, unless we tell you that a valuation is not required.

#### What are valuable items

- Jewellery and watches.
- Items that contain gold or silver (this does not include items thinly covered with gold or silver).
- Collections of stamps, money or medals.
- sporting equipment and tools, except while in use or play
- camping equipment, back packs and sleeping bags
- photographic equipment including video equipment
- musical equipment not used for earning income
- battery operated sound equipment
- binoculars and telescopes
- clothing
- wheel chairs, crutches and walking sticks, motorised golf carts and ride on mowers, none of which require registration
- prams or strollers
- luggage
- bicycles
- personal mobile cellular phones, portable computers

- surfboards, windsurfers, surf-skis and other watercraft that are less than 4 metres and do not require registration under state or territory legislation
- hearing aids, contact lenses, eye-glasses
- other personal belongings specifically designed to be worn or carried on the person.
- Special valuable and personal items which are listed on your schedule.

#### What are not valuable items

- Unset precious and semi-precious stones.
- Items thinly covered with gold or silver.
- Motor vehicles, motorcycles, caravans, trailers, aircraft or accessories or spare parts of any of these items.
- Watercraft less than four metres long that require registration under state or territory legislation.
- Personal Water Craft (for example, Jet skis).

#### Limit for valuable items

The most we will pay for any one item, pair, set, collection or system is \$5,000 for valuable items or the total unspecified valuables sum insured, whichever is the lesser.

You can insure items, pairs, sets, collections or systems that are worth more than the above limits for their actual value as 'special valuable' items.

To do this you must advise us and the items will be listed on your schedule. The most we will pay in total for all valuable items is the amount shown on your schedule.

### Valuables Option (B) – when Accidental Damage - Cover option 2 operates

Contents are automatically covered whilst temporarily removed in accordance with 'Cover for your contents away from your situation' in cover option 2 (Accidental Damage) however limits apply. If cover for higher amounts is required please select this cover.

#### What are valuable items

Special valuable and personal items which are listed on your schedule, including;

- Jewellery and watches.
- Items that contain gold or silver (but not items thinly covered with gold or silver).
- Collections of stamps, money or medals.

#### What are not valuable items

- Motor vehicles, motorcycles, mini-bikes, caravans, trailers, aircraft, or accessories or spare parts of any of these items.
- Watercraft more than four metres long.
- Watercraft less than four metres long that require registration under state or territory legislation.
- Personal Water Craft (for example, Jet skis).

#### Limit for valuable items

You must advise us and the items will be listed on your schedule. The most we will pay in total for all valuable items is the amount shown on your schedule.

### Additional clauses applicable to optional benefit – Valuables

#### When we will pay

Your valuable items are covered for accidental loss or accidental damage, provided that the accidental loss or accidental damage happens within Australia or New Zealand. You only have cover for accidental loss or accidental damage that happens outside of Australia and New Zealand if the loss or damage occurs within 90 consecutive days after you leave Australia.

#### When we will not pay

We will not pay if the accidental loss or accidental damage is caused by the following:

- Rust, corrosion, gradual deterioration, depreciation, wear or tear.
- A defect in the item.
- Rats, mice or insects.
- Processes of cleaning involving the use of chemicals other than domestic household chemicals.
- Mechanical or electrical breakdown other than an electric motor burning out. We will pay for any resultant damage following mechanical or electrical breakdown.

### Paying claims

#### How we pay a claim for a valuable item

When accidental loss or accidental damage occurs to a valuable item, we will do one of the following:

- Replace the item with the nearest equivalent new item.
- Repair the item to the condition it was in when new.
- Pay you the cost of replacement or repair.

We decide which one we will do.

When a valuable item is part of a pair, set, system or collection, we will only pay the value of the item itself. The most we will pay is the value that the item has as a proportion of the combined pair, set, system or collection. We will only pay the cost of replacing the item even though the pair, set, system or collection to which it belongs is less valuable because it is incomplete.

We will reduce any payment for loss of, or damage to, an item under this section by the amount we pay you for the same item under your contents cover.

#### 4. Domestic Workers Compensation

(applicable only in States or Territories where Domestic Workers Compensation can be offered in conjunction with a Home and Contents policy.)

This section of the policy only applies when your schedule shows that you have cover for workers' compensation. If you have employees, in some circumstances workers' compensation cover is compulsory.

If you are unsure, check with your local Workers' Compensation Authority.

We will pay the amount you are liable to pay if a person you employ is injured while working for you.

We will only pay if the person is doing domestic work for you. We will not pay if the person is working for you in your business, profession, trade or occupation.

The amount we will pay is subject to the relevant workers' compensation legislation in your state or territory.

### Exclusions which apply to this Section

(There are also general exclusions that apply to all sections of this Policy)

We will not pay claims for loss, damage or liability arising from:

- Lawful destruction or confiscation of your property.
- Damage to a heating element. We will pay for any resultant damage following damage to a heating element.
- Mildew, atmospheric or climatic conditions.
- Mould or fungi.
- Damage, loss or injury that you or anyone acting for you deliberately caused.
- Flood (unless you have selected and paid for the option to be covered by flood and it is shown on your schedule), storm surge, the action of the sea, tidal wave, high water, or erosion.
- Landslide or subsidence except as detailed under 'What is covered' for Cover options 1 and 2.
- Any event that does not occur within the period of insurance.

### Policy Conditions which apply to this Section

(There are also general conditions that apply to all sections of this Policy)

#### When your cover does not apply

Your cover for your buildings and contents will not apply if, for a continuous period of 90 days or more, no one has occupied your buildings, unless the loss or damage results from lightning, thunderbolt or earthquake.

## Section P2: Motor Vehicle

This section covers your motor vehicles, caravans, cycles and trailers that you choose to insure. If you choose to insure them, they will be listed in the Policy Schedule. We offer you three choices of cover:

- |         |   |
|---------|---|
| Cover 1 | Comprehensive – accidental damage of any kind to your insured vehicle, and third party property damage.               |
| Cover 2 | Third party property damage – damage you cause to other people's property using your vehicle.                         |
| Cover 3 | Third party, fire and theft – loss or damage to your vehicle caused by fire or theft and third party property damage. |

If you have chosen to cover your motor vehicle, cycle, caravan or trailers the type of cover you have chosen will be shown on your Policy Schedule.

## What we insure

Under this section, we insure:

- (a) any motor vehicle, cycle, caravan or trailer
- (b) which is owned by you and is listed in the Policy Schedule
- (c) for the type of cover you have chosen
- (d) anywhere in Australia (unless the Policy Schedule limits the radius from the farm in which they are insured while in use)
- (e) during the period of insurance.

The motor vehicles, cycles, caravans and trailers that you have chosen to insure are shown in the Policy Schedule.

### Definitions which apply to this section

'Motor vehicle' means any type of machine on wheels or self-laid tracks which is intended to be self propelled by other than human or animal power that you have chosen, and

- (a) its standard accessories, tools and spare parts
- (b) driving lights, roof racks, tow bars, bull bars, gates, tarpaulins and chains attached to or within your vehicle
- (c) other tools and spare parts for your vehicle while in or on your vehicle up to \$250 in total
- (d) fitted baby seat or capsule
- (e) A cellular car telephone kit (excluding telephone) or two-way radio
- (f) any other accessories which you have told us about and we have agreed to insure.

'Cycle' means any motor cycle that you have chosen to insure including while fitted to it, standard accessories, tools and spare parts, and those which you have told us about and we have agreed to insure.

'Caravan' means any caravan that you have chosen to insure which is:

- (a) registered for use on public roads
- (b) not a permanent caravan or mobile home.

'Caravan' does not include an annexe or personal belongings unless you have told us about them and we have agreed to insure them.

'Dangerous goods' means goods as defined by the Australian Code for the Transport of Dangerous Goods by Road and Rail or

- (a) any infectious substance, or
- (b) the following substances or materials in excess of the following quantities:
  - 1,000 litres of petroleum or substances having a closed cup flash point below 23 degrees Celsius
  - 5 kilograms of explosives
  - 100 kilograms of compressed gas
  - 500 litres in total of substances which are toxic chemicals corrosive acids or corrosive alkalis

- 500 litres (where a liquid) or 50 kilograms (where a solid) of substances which form explosive mixtures with organic and other readily oxidisable materials, or
- (c) any two (2) or more substances mentioned in (b) above being carried on your vehicle at the same time if the quantity of any substance carried is more than half the quantity stated above for each substance.

'Insured vehicles' means all the Motor Vehicles, Caravans, Cycles and Trailers that you have chosen to insure. They will be listed in the Policy Schedule.

'Third party property damage' means your legal liability for any damage you cause to other people's property resulting from the use of your insured vehicle.

'Total loss' means an insured vehicle:

- (a) where the cost to repair the vehicle plus the value of any salvage (if applicable) exceeds the lesser of the 'market value' or 'sum insured', or
- (b) which is stolen and not recovered within a reasonable period of time as determined by us.

'Trailer' means a wheeled trailer that you have chosen to insure which is registered for use on public roads.

'Trailer' does not mean any kind of 'Caravan'.

## Cover options

You may choose one of three types of cover for each insured vehicle. These are:

### Cover 1 – Comprehensive

This insures you for:

- (a) accidental damage to, or theft of the insured vehicle, and
- (b) third party property damage.

### Cover 2 – Third party property damage only

This insures your legal liability for damage you cause to other people's property.

### Cover 3 – Third party, fire and theft

This insures you for:

- (a) loss of or damage to the insured vehicle caused by or arising from fire, explosion, lightning, theft or any attempt at theft, and
- (b) Third party property damage.

## How much we will pay

### Cover 1 – Comprehensive

If you have chosen comprehensive cover, we will pay the amounts that are shown below:

- (a) Third party property damage

We will provide the same cover as is set out for Cover 2 – Third party property damage (other than the cover for uninsured third party vehicles).

- (b) Accidental damage including theft

For accidental damage to or theft of your insured vehicle:

- (i) if it is economical to repair the damage, we will pay the cost of repair
- (ii) if it is not economical to repair the damage or your insured vehicle is not recovered following theft, we will pay the lesser of the market value and the sum insured for the insured vehicle.

We will determine how much we will pay after we have assessed the damage

- (iii) if your damaged vehicle is a total loss:

- We will settle the claim on the basis of market value or sum insured depending on the cover shown on the Policy Schedule
- We will at our option:
  - replace your vehicle with an equivalent vehicle or pay you its market value or sum insured, whichever is the lesser, at the time of the total loss, and
  - replace all insured accessories or pay you the cost to replace them as new less depreciation.

- (iv) if your damaged vehicle is NOT a total loss:

- We will repair it to a similar condition to that which it was in before the loss or damage.
- If it is necessary to repair to a better condition than it was in before the loss or damage, then we may ask you to contribute the additional amount to repair it to the better condition.
- If you have insured any accessories we will either repair them or pay for the cost to replace them as new, less an amount for depreciation, wear and tear.
- We are entitled to replace damaged parts with new or used parts of similar age and condition to those being replaced.

### Lifetime repair guarantee

If we authorise repairs to your vehicle, we will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of your vehicle. For entitlement to any repairs under this guarantee you must first allow us to inspect the vehicle and we must agree that repairs are necessary.

- (c) New motor vehicle replacement

In the event of your insured vehicle being classed as a total loss, we will at our option replace it with a new vehicle of the same or similar make and model as long as it is available in Australia, provided

- the period from the date of original registration as a new motor vehicle to the date of the loss did not exceed 12 months, and



- your vehicle was
  - a sedan, station wagon, panel van, utility or
  - a truck not greater than 5 tonnes carrying capacity or not greater than 7500 kgs gross vehicle mass, or
  - a caravan
  - a minibus with a carrying capacity of not greater than 15 persons, and
- we obtain the written agreement of any other party with a financial interest in the motor vehicle.

If a new replacement vehicle is not available, we will replace your vehicle with the nearest equivalent vehicle available, so long as it is available in Australia. If we cannot agree on a replacement vehicle, we will pay you the amount it would cost to buy a new vehicle the same as, or a near equivalent of, the vehicle which needs replacing.

If the Excess is applicable it is payable to us before we replace your vehicle.

We also pay the registration, stamp duty and dealer charges on the new vehicle but any refund of registration fees or stamp duty applicable must be refunded to us.

(d) Automatic cover – trailer

In addition to the sum insured, we will pay the lesser of its market value or \$1,000 for damage to any box trailer you own which is not more specifically insured under this section if it is damaged while it is attached to your insured vehicle.

(e) Protection and removal costs

In addition to the sum insured, after an accident or theft involving your insured vehicle, we will pay the reasonable and necessary cost of:

- protecting the insured vehicle
- emergency repairs that are necessary to allow you to continue your journey (up to a maximum of \$500)
- removing the insured vehicle to the nearest repairer or place of safety
- re-delivery of the insured vehicle to you from those premises following repair
- cleaning up and removal of debris arising from the site of an accident (up to a maximum of \$10,000).

(f) Travelling, accommodation and expenses

We will pay up to \$1,000 for any reasonable additional travelling and accommodation expenses incurred by you and your family resulting from a claim we accept under this section, as long as at the time of accident or theft, your insured vehicle was more than 200 km from the farm.

We will pay if you had intended to pay for overnight accommodation in any event.

(g) Signwriting

In addition to the sum insured, if your insured vehicle carries signwriting which is lost or damaged in an accident, we will pay the reasonable cost of replacing the signwriting up to a maximum of \$2,000.

If your insured vehicle is a total loss, then we will pay for the replacement of the signwriting on any replacement motor vehicle you purchase.

(h) Caravan annexe

If you have chosen to insure your caravan annexe, then we will pay for loss or damage to the annexe caused by:

- fire
- theft
- overturning, accidental collision or impact of your caravan or the vehicle to which it is attached, or
- storm, unless the annexe is made of canvas and is more than 5 years of age.

(i) Theft of personal belongings following an accident:

(i) personal belongings in a vehicle other than a caravan

If following a collision with another vehicle or theft of your insured vehicle, any of your personal property in your vehicle at the time is stolen, we will pay for the loss of such personal property.

We will pay you the indemnity value of the property stolen, that is the new replacement cost of any item in Australia less an allowance for age, wear, tear and depreciation.

There is NO cover:

- if the vehicle is only broken into while parked
- for money, cheques or negotiables
- for unset gemstones, gold or silver nuggets
- for pets or any living animal, bird or fish
- tools of trade, stock or samples, or
- for mobile phones or two way radios for which there is a fitting installed in the vehicle.

In this clause, personal property means private household or personal possessions belonging to you or any member of your family who normally live with you.

The maximum amount we will pay is \$300 for any one event.

(ii) Personal belongings in a caravan

If you have chosen to insure your personal belongings used in connection with your caravan, we will pay for loss or damage to your personal belongings caused by:

- fire
- theft following forcible entry
- overturning, accidental collision or impact of your caravan, the vehicle to which it is attached, or
- storm.

We will pay you the indemnity value of the property lost, damaged or stolen, that is the new replacement cost of any item in Australia less an allowance for age, wear, tear and depreciation

We will not pay any amount if your personal belongings are insured under the home buildings and home contents section or the valuables section of this Policy.

(j) Automatic 21 day replacement cover

If you dispose of your insured vehicle and replace it within seven days with a similar vehicle, then provided the replacement vehicle is worth less than \$100,000, we will automatically insure it under the same cover for 21 days from the date you acquire it.

If you want to insure the replacement vehicle after this time, you must ask us to do so within the 21 days. You must pay us any premium we require. We may alter the excess.

(k) Hire car costs following theft

If your vehicle is stolen, and such theft is covered under this Policy, we will reimburse you for the reasonable cost of hiring a similar vehicle providing you first obtain our approval, but:

- we will not pay for hiring charges incurred after your vehicle is found
- we will not pay for fuel or other running costs
- cover is limited to a total period of 14 days, or 7 weekends
- cover stops once we pay the claim.

The maximum amount we will pay is \$1,000 for any one event.

(l) Optional Cover – Hire car costs following an accident (your Policy Schedule will indicate whether you have chosen this option).

If your vehicle is damaged in an accident which is covered under this Policy, and we have agreed to pay your claim, we will reimburse you for the costs you incur of hiring a car while your vehicle is being repaired.

We will reimburse you an amount up to the maximum daily rate shown on your Policy Schedule:

- for a maximum of 14 days, or 7 weekends (Saturday and Sunday), or
- until your vehicle is repaired, or
- until we pay your claim

whichever happens first.

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

You will need to organise and pay for the hire car. We are not responsible for ensuring that a hire car is available. You must also give us a copy of the rental agreement and any receipts for the hire car before we will pay you.

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

We do not pay for:

- additional hiring costs
- running costs, including the costs of fuel
- damage to the hire car
- any insurance, insurance excess or other costs you may be liable for under the hire car rental agreement.

We will not cover you under this optional benefit if:

- the only damage to your vehicle is to its windscreens or window glass, or
- your vehicle is stolen, because you may be able to claim under the 'Hire car costs following theft' additional benefit.

This optional benefit only applies if the damaged vehicle is a sedan, station wagon, panel van, or utility.

### Cover 2 – Third party property damage

If you have chosen third party property damage cover, we will pay the amounts that are shown below:

(a) Accidental property damage

For each accident we will pay:

The amount you (or any person you have allowed to drive, use or be in charge of your insured vehicle), may be held legally liable to pay for accidental damage to property belonging to other people caused by or arising out of:

- (i) the use of your insured vehicle or goods falling from the insured vehicle
- (ii) the operation of loading and unloading your insured vehicle but not the collection or delivery of the load to or from your insured vehicle
- (iii) the transportation of dangerous goods. The maximum amount we will pay under this clause is \$500,000
- (iv) pollution or contamination of buildings or other structures, water, land or the atmosphere. The maximum amount we will pay under this clause is \$500,000
- (v) any person who is driving, using or in charge of your insured vehicle with your permission as if they were you and provided they are not entitled to indemnity under any Policy or statute and provided such cover is not otherwise excluded.

(b) Substitute vehicle, cycle, caravan or trailer

if your insured vehicle is disabled and you are using a substitute which does not belong to you, we will pay all sums you are legally liable to pay another person for damage to their property which is accidentally caused by the use of the substitute, provided that:

- (i) you are only using one substitute motor vehicle, cycle, caravan or trailer at the time,
- (ii) the substitute vehicle is not already covered under another insurance Policy,
- (iii) the substitute is of a similar type to the disabled insured vehicle, and
- (iv) the substitute vehicle is not owned by you.

(c) Compulsory Third Party Insurance gap

we will pay the amount which you or any person driving using or in charge of your insured vehicle with your permission may be held legally liable to pay by way of compensation or damages for death of or bodily injury to persons arising out of the use of your insured vehicle.

We will not cover legal liability for death or bodily injury to:

- (i) you or any person driving or in charge of your insured vehicle
- (ii) an employee of yours or who is deemed by any law to be your employee arising out of their employment with you.

We will not pay if:

- (i) your insured vehicle is not registered.
- (ii) you or any person using your insured vehicle
  - is wholly or partly covered under any compulsory statutory insurance scheme or accident compensation scheme, or
  - would have been entitled to be covered under any such scheme as it existed at the commencement date of the period of insurance, even though there may have been a change in the law during that period of insurance, or
  - would have been entitled to be covered under any such scheme if it were not for the application of any excess or deductible applying under the scheme, or
  - would have entitled to be covered under any such scheme had cover not been refused because you did not:
    - register your insured vehicle
    - apply for cover under the scheme
    - comply with a term or condition of the scheme.
- (iii) if your vehicle is registered in the Northern Territory of Australia.

(d) Uninsured trailer

We will also pay all sums you are legally liable to pay another person for damage to their property which is accidentally caused by the use of any trailer being towed by a motor vehicle, provided that:

- (i) the towage was not for reward
- (ii) only one trailer is being towed at the time of the accident.

We will not pay for any damage to the uninsured trailer or anything on or in it.

(e) Your employer's or principal's liability

We will pay the amount your employer, principal or partner may be held legally liable to pay for accidental damage to property belonging to other people as a result of an accident while you are using your insured vehicle on business as long as it is not a use that is excluded by this section under Cover 2.

(f) Uninsured third party

In addition to the sum insured for this section, we will pay up to \$5,000 for damage to any insured vehicle which is a sedan, station sedan, panel van or utility as a result of an accident which is solely the fault of the driver of another vehicle, who is not insured for the damage to your vehicle.

We will only pay if you can supply the name and address of the other driver.

(g) Limit of liability

The maximum amount we will pay for the total of all claims arising from a single accident or series of accidents with the same original cause is the limit of liability shown in the Policy Schedule.

We will pay your legal costs and expenses in defending or settling claims if you have our agreement in writing. We pay this in addition to the amount payable under this Cover 2.

### Cover 3 – Third party fire and theft

If you have chosen third party fire and theft cover, we will pay the amounts that are shown below:

(a) Third party property damage

we will provide the same cover as is set out for Cover 2 – Third party property damage.

(b) Your motor vehicle

we will pay for loss or damage to your insured vehicle caused by or arising from fire, theft or attempted theft as follows:

- if it is economical to repair the damage, we will pay the cost of repair
- if it is not economical to repair the damage or your insured vehicle is not recovered following theft, we will pay the lesser of the market value and the sum insured for the insured vehicle.

we will determine how much we will pay after we have assessed the damage.

(c) Stolen insured vehicle

if your insured vehicle is stolen, we will, at our option:

- supply a temporary replacement vehicle for up to fourteen days, or
- pay the reasonable cost of hiring a replacement vehicle of a similar type (subject to local availability) until you obtain a replacement vehicle or your insured vehicle is returned to you after repair for up to 14 days hire or a maximum amount of \$1,000.

### The maximum amount we will pay

Unless we specifically agree to pay an amount in addition to the sum insured, we will not pay any more than the sum(s) insured set out in the Policy Schedule for each of the items which are insured by this section, other than for dangerous goods or pollution insured under cover 2 and 3.

We will pay up to \$500,000 for loss, damage or liability arising out of:

- (a) the carriage or loading and unloading of dangerous goods
- (b) pollution or contamination of buildings or other structures, water, land or the atmosphere.

## Excess

You must pay any excess shown in the Policy Schedule for this section for each claim made under this section. You may have to contribute more than one excess in respect of the one claim. The excesses are shown in the Policy Schedule and are explained below:

### Standard excess

This applies to all claims for loss or damage to your insured vehicle.

Only the standard excess will apply to claims for breakage of the windscreen or other window glass in your insured vehicle if no other damage has occurred.

### Tipping excess

If any rigid body tipper or tipping trailer covered under this section is involved in an event giving rise to a claim while the tipping hoist is partially or fully extended, the standard excess as stated on the Policy Schedule in addition to any other excesses that may be applicable will be increased by 100%.

### Driver experience excesses

These are payable in addition to the standard excess. They apply if the person using your insured vehicle at the time of the event is:

- (a) under the age of 21 years, or
- (b) 21 years of age or over but under the age of 25, or
- (c) 25 years of age or over and has held a licence to drive the motor vehicle for less than two years.

If more than one driver experience excess applies, then those excesses will be cumulative.

You will not have to contribute to this additional excess if the only damage to your insured vehicle is a broken windscreen or window glass or hail damage.

No driver experience excesses are payable for the following vehicles:

- (a) mobile farm machinery
- (b) any unregistered cycle, and
- (c) caravans.

### Undeclared driver's excess

In addition to any other applicable excesses, you will have to contribute an undeclared driver's excess if at the time of an accident your insured vehicle was being driven by or in charge of a person:

- (a) who is a member of your family and they normally live with you, and
- (b) whose name has not been shown as a driver on the Policy Schedule.

The amount of the undeclared driver's excess is shown in the Policy Schedule.

You will not have to pay this excess if:

- (a) the driver of your vehicle is over 25 years and has not been convicted of driving under the influence of alcohol or had their licence suspended or cancelled in the 5 years immediately before the accident or loss, or
- (b) you satisfy us that an emergency existed, or

- (c) the only damage to your insured vehicle is a broken windscreen or window glass or hail damage, or
- (d) damage occurs when the insured vehicle is parked or unattended.

No undeclared driver excesses are payable for the following vehicles:

- (a) mobile farm machinery
- (b) any unregistered cycle, and
- (c) caravans.

### When no Excess applies

You will not have to pay any excess if:

- (a) you can satisfy us that the claim involves a collision with another vehicle and the collision which gave rise to the claim was totally the fault of the driver of another vehicle and
- (b) you tell us the registration number of the other vehicle and the full name, license number and address of the other driver and
- (c) the amount of your claim exceeds the applicable excesses under this Section.

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

## Exclusions which apply to this section

The following exclusions apply to this Section of the Policy.

There are also general exclusions which apply to all Sections of this Policy.

We will not pay for:

1. any international or interstate freight charges or more than the manufacturer's latest price for parts which are not available locally (unless these costs are incurred with our consent)
2. If your vehicle has been imported and any part is not available in Australia, more than the cost of parts used in the repair of your vehicle up to the manufacturer's recommended list price in Australia. However if such list is not available, we will only pay for the cost of the parts plus the cost of freighting such parts by sea transport
3. loss of use, depreciation, wear and tear, rust or corrosion
4. any structural failure, mechanical, electrical, electronic or hydraulic breakdown failure or breakage. However we will cover damage to your vehicle if an accident occurs to your vehicle resulting from any structural, mechanical, electrical, electronic or hydraulic failure or faulty design or workmanship, if such loss is otherwise covered by this section
5. damage to tyres caused by the application of brakes or by punctures, bursts or road cuts
6. any loss or damage due to failure to take reasonable steps to ensure the safety of the insured vehicle
7. any loss or damage, if your vehicle was not reasonably secured against further damage or theft, following an accident



8. theft or any malicious act, committed by:
  - any person who is insured by this Policy or in collusion with any person insured by this Policy, or
  - any person or entity to whom the insured vehicle is lent, leased or hired.
9. loss or damage caused by lawful repossession, seizure or other operation of law
10. monetary loss incurred by you through contractual or financial arrangements involving your insured vehicle
11. loss or damage to your caravan, annexe and personal belongings when:
  - left unattended for more than 24 hours at a place other than your farm, or a recognised caravan park with a resident manager or caretaker
  - let out on hire
  - your caravan is being used other than for private purposes.
12. loss suffered as a result of inability to use your caravan
13. any claim for liability for property damage or personal injury to others if your insured vehicle is not registered at the time of the accident
14. any claim caused by vibration or the weight of your insured vehicle and its load
15. any claim for property damage caused by or arising from the use of your insured vehicle or anything attached to it as a tool of trade for any form of reward
16. property damage or bodily injury or liability for more than \$500,000 for loss or damage or liability in respect of any one accident or series of accidents arising out of any one event from the transport of dangerous goods
17. any liability for loss or damage to any vehicle other than your own, which is being used to tow a caravan insured by this section
18. any claim if at the time of the loss or accident your insured vehicle was used to carry a number of passengers in excess of that for which your insured vehicle was constructed, registered or licensed
19. any claim if at the time of the loss or accident your insured vehicle was carrying a load in excess of that for which it was designed, registered or licensed
20. any claim if at the time of the loss or accident your insured vehicle was being:
  - tested other than in connection with or while undergoing service or repair
  - used in any experiments
  - used in or prepared for reliability trials, speed trials, hill climbing tests, rallies, races or other motor sports events or demonstrations
  - used in or prepared for any stunt for film, video or audio recording, or
  - used while in an unroadworthy or dangerous condition.
21. any claim if at the time of the loss or accident your insured vehicle:
  - was used otherwise than in accordance with the description of use stated in the Policy Schedule
  - was used for the conveyance of passengers for hire, fare or reward other than under a private pooling arrangement
  - was let out on hire
  - formed part of your stock in trade
  - was used in the business of a motor driving school
  - was used for the business or occupation of the collection and delivery of goods articles or livestock for reward unless noted in the Policy Schedule.
22. any claim if at the time of the loss or accident:
  - you or any person driving or riding with your consent was not licensed to drive or ride your insured vehicle under any law, or
  - your insured vehicle was being driven or ridden on a public road by a person who was not licensed to drive or ride the insured vehicle on a public road.
23. any claim if at the time of the loss or accident you or any person were driving your insured vehicle:
  - under the influence of, or impaired by, any drug or intoxicating liquor, or
  - when the percentage of alcohol in the breath or blood was in excess of that permitted by law

but if you can prove you did not know that the driver of your insured vehicle was so affected, we will indemnify you.
24. any claim for damage if, following an accident involving your insured vehicle, you or any person entitled to cover under this section refused to submit to a test to determine the percentage of alcohol in the breath or blood when requested to do so
25. any claim for loss or damage resulting from the use of a fuel system that does not comply with the appropriate Australian Standard code
26. any claim for loss or damage resulting from or occasioned by you (or any person entitled to cover under this Policy) stealing, converting, absconding with or otherwise misappropriating your insured vehicle or deliberately inflicting damage with or to your insured vehicle
27. loss or damage resulting from theft due to trickery or deception
28. any additional costs, such as but not limited to, hire car costs, (other than those covered elsewhere in this Policy), because you cannot use your insured vehicle even though your insured vehicle may not be available following loss or damage covered under this section
29. any loss, damage or liability if any articulated motor vehicle covered under this section is, at the time of an accident, being driven by or is in the charge of a person who is under 25 years of age
30. any loss, damage or liability if any rigid body motor vehicle with a carrying capacity of 8 tonnes or greater is, at the time of an accident, being driven by or is in the charge of a person under 21 years of age

31. any loss or damage under cover 1 of this section if, at the time of an accident, your crane was lifting, lowering, carrying or suspending a load in excess of that for which it is constructed to, or for which it is licensed to lift, lower, carry or suspend
32. any loss, damage, or liability under cover 2 of this section arising out of the use of your crane if at the time of accident, it is lifting, lowering, carrying or suspending any object
33. any breakage of, or damage to, boring equipment while the boring machine is in operation
34. any breakage of, or damage to, the blades of mobile farm machinery while in operation
35. any loss or damage or liability in respect of any underground sewers, water pipes, gas pipes, electric wire cables or their supports, including any transmission cables and their supports or any other underground pipes or cables or their supports.

### Conditions which apply to this section

The following conditions apply to this Section of the Policy.

There are also general conditions which apply to all Sections of this Policy.

#### Maintenance

You must take reasonable steps at all times to safeguard your insured vehicle from loss or damage and to maintain it in efficient condition.

#### Repairs

You must not authorise repairs to your insured vehicle without our consent.

#### Cancellation/salvage

If we settle a claim for your insured vehicle on the basis that it is a total loss:

- (a) we will not refund any premium to you for that insured vehicle, and
- (b) we will retain the proceeds of any sale of the wreck of your insured vehicle.

#### Alterations

This section of the Policy will automatically terminate if the suspension, wheels or engine of your insured vehicle were altered to increase performance beyond the manufacturer's specifications unless:

- we have previously agreed to the alteration,
- you have paid any additional premium we require, and
- you have agreed to accept any alteration or addition to the terms of this Policy.

#### General average

If the insured vehicle is transported by sea within Australia and as a result of a loss you are charged general average and/or salvage costs, then we will pay those costs.

### Accident or loss occurring within 9 weeks of renewal

If you report an accident or theft that affects your No Claim Bonus:

- within the 9 week period to the expiry date of this Policy, or
- after the expiry date of this Policy but the claim occurred prior to the expiry date,

you must pay any additional premium payable as a result of the effect of that claim on your No Claim Bonus within 28 days of written notice to you of the additional premium payable.

### Special clauses

Only those clauses shown in the Policy Schedule will apply.

- **Dangerous goods**  
Provided that the transportation of dangerous goods is limited to classes 2,3,4,5,8 and 9 as listed under The Australian Code for the Transport of Dangerous Goods by Road and Rail it is agreed that the maximum amount we pay under the 'tool of trade' exclusion is amended to the amount shown in the Policy Schedule in respect only to those motor vehicles whose registration numbers are shown on the Policy Schedule.
  - **Radius restriction**  
It is agreed that any articulated insured vehicle or any rigid body Motor Vehicle with carrying capacity of 8 tonnes or greater covered under this Section are only covered for loss, damage or liability while operating within the kilometre radius of your home, base(s) or depot(s), shown on the Policy Schedule, unless noted otherwise.
  - **Underground pipes and cables**  
It is agreed that exclusion 35 is deleted and that this section indemnifies you, on the terms and conditions of this Section, for any liability arising out of any damage to, or as a result of damage to any underground sewers, waterpipes, gas pipes, electric wire cables or their supports including and transmission cables and their supports (underground services) provided you have ascertained the actual position of these underground services from the relevant authorities prior to commencement of any excavation.
- The following special clauses apply to sedans, wagons or vehicles with a gross carrying capacity under 2 tonnes.**
- Only those special clauses that are shown on the Policy Schedule will apply.
- **Windscreen protection clause**  
If the only damage in an accident is a broken windscreen or window glass the basic excess shown in the Policy Schedule does not apply for the first windscreen or window glass claim in any one period of insurance.  
  
For the purpose of this benefit 'broken' will mean a fracture that extends through the entire thickness of the glass, or where the windscreen is laminated, a fracture extending through all layers of the lamination or where the damage is sufficient to prevent registration by the appropriate authorities.
  - **Off road clause**  
The basic excess plus any other applicable excesses payable under this section is double if your insured vehicle is damaged while it is being driven on any beach or off any public road (excluding driveways) on land not belonging to you.

- Theft clause

If your insured vehicle is stolen and the security system was not active at the time, you must contribute an excess of \$200 in addition to any other excesses payable.

- Protected no claim bonus clause

If you are involved in an accident and you make a claim where your no claim bonus would normally be affected, then your no claim bonus entitlement will not be reduced at renewal of your Policy provided you:

- (i) are, at the time of the accident, on maximum no claim bonus, and
- (ii) do not have more than one claim, where this clause is applicable, in any one period of insurance.

## Section P3: Personal Accident

This section provides certain benefits/lump sum to those persons you choose to insure if they suffer an injury, sickness or disease while this Policy is current.

If you have chosen this cover it will appear on your Policy Schedule.

### What we insure

This section insures the persons nominated in the Policy Schedule (we call them the 'insured persons'),

- for the capital benefit and weekly benefits shown in this section and in the Policy Schedule
- if they sustain injury or illness
- during the period of insurance.

You may choose to cover the insured persons for either or both capital benefit or weekly benefits:

- against injury only, or
- against injury and sickness.

The cover options you have chosen are shown in the Policy Schedule.

### Change of occupation

Please remember we only cover you for the occupation of a farm business unless otherwise shown in the Policy Schedule so you should notify us immediately if there is any change in your occupation. We will then decide whether to insure you for your new occupation and if so on what terms.

### Definitions applicable to this section

'Accident only cover' means where this is shown in the Policy Schedule you will not be entitled to benefits resulting from illness.

'Earnings' means:

- (a) if you are self employed or a working director:

Your gross weekly income from your personal exertion

- after allowing for costs and expenses (other than fixed expenses) incurred in deriving that income
- averaged over the 12 months prior to injury or illness or any shorter period that you have been engaged in your occupation.

- (b) If you are an employee:

Your gross weekly base rate of pay

- exclusive of overtime payments, bonuses, commission or allowances
- averaged over the twelve months prior to injury or illness or over any shorter period that you have been continuously employed.

In the event of a claim you may be required to substantiate your earnings.

'Illness' means any sickness or disease which first appears while the section is in force, but not if it results from:

- war, invasion or civil war
- childbirth or pregnancy
- HIV or any condition caused by HIV including AIDS.

'Injury' means bodily injury (including death):

- resulting from accident which is not an illness, and
- which occurs while this section is in force, and
- includes any condition resulting from exposure to the elements as a result of bodily injury, but NOT bodily injury resulting from:
  - war, invasion or civil war
  - driving a motor vehicle while having a percentage of alcohol in your breath or blood in excess of that permitted by law
  - professional sporting activities
  - flying except as a fare-paying passenger on an airline with scheduled flights
  - intentional self injury or suicide
  - practice for or playing organised football of any kind
  - driving or riding in any kind of race
  - motor cycling except for agricultural or pastoral purposes
  - the insured person's criminal or illegal act
  - alcoholism or drug addiction.

If you are travelling on a journey and:

- your means of transportation disappears, sinks or is wrecked, and
- your body has not been found within one year

we will presume that you have died as a result of injury.

'Occupation' means your usual farm business activities or other occupation, business, trade or profession when shown in the Policy Schedule.

'Paraplegia' means total paralysis of both legs and a part of or the whole of the lower half of the body.

'Permanent' means continuing for twelve months and which will, in all probability, continue for the remainder of your life.

'Physical severance' means occurring to a hand or foot at or above the wrist or ankle, to an arm or leg at or above the elbow or knee and to a finger or toe at or above the third joint from its extremity.

'Quadriplegia' means total paralysis of both legs and both arms.

'You/your' in this section of the Policy means:

- the insured person named in the Policy Schedule. All benefits will be paid to this person except for the death benefit which will be paid to their legal personal representative
- if the person who applied for this insurance and paid the premium
  - is some one other than the insured person, and
  - is shown in the Policy Schedule as the insured
 then 'you/your' is that person.

All benefits will be paid to the insured and for the purpose of making a claim, paying a premium and receiving benefits you/your will also refer to the insured.

## What we will pay

### Weekly Benefits

If because of injury or illness:

- you are prevented from working in your occupation
- within 12 months of the injury or illness

we will pay you

- the weekly sum insured shown in the Policy Schedule
- up to the maximum period shown in the Policy Schedule as the benefit period

but we will NOT pay any benefit:

- for the first period that you cannot work which is shown in the Policy Schedule as the excluded period of claim
- in respect of any injury or illness if, while you are receiving weekly benefits, you commence any new occupation
- for more than one injury or illness at any one time.

#### (a) Injury

We will reduce your payment by any weekly benefits you are entitled to receive from:

- sick leave
- any statutory workers compensation or transport accident scheme.

We will stop paying weekly benefits if you become entitled to a 100% capital benefit.

#### (b) Illness

We will:

- (i) only pay if you cannot work for more than five consecutive working days counted from the first day you receive medical attention and
- (ii) reduce our payment by any weekly benefits you are entitled to receive from
  - sick leave
  - any statutory workers compensation or transport accident scheme.

Please note that while this section of the Policy is in force you must tell us immediately if:

- you take out similar insurance with us or another insurer, and
- the combined weekly benefits under this Policy and the similar insurance will exceed your earnings.

#### (c) Recurrent injury or illness

Where you suffer recurrence of an injury or illness:

- for which you have claimed weekly benefits
- while this section of the Policy is in force
- and there has been a period of less than six months between your return to work in your occupation and the recurrence

it will be treated as a continuation of the original claim.

### Capital Benefits

If injury results in any of the conditions you have selected (as shown in the Policy Schedule) within 12 months of the injury, we will pay the benefit shown as a percentage of the capital sum insured shown in the Policy Schedule.

Please remember, we will assess whether a condition is permanent (items numbered 2 to 27 in the capital benefit table) at the end of the twelve month period from the date of the injury on the medical evidence then available.

Please note:

- the benefit payable in the case of death will be reduced by any capital benefit paid for the same injury
- all further cover ceases if you become entitled to a capital benefit of more than 75% of the capital sum insured
- we will not pay any capital benefit for more than one condition at any one time
- you can only claim one capital benefit for any one condition.



**Capital Benefit Table**

The Condition	The Capital Benefit
1 Death	100%
2 Permanent disablement which results in your being unable to engage in all occupations for which you are reasonably qualified by education, training, or experience	100%
3 Permanent quadriplegia	100%
4 Permanent paraplegia	100%
5 Permanent and incurable paralysis of all limbs	100%
6 Permanent unsound mind to extent of legal incapacity	100%
7 Permanent total loss of sight in one or both eyes	100%
8 Permanent total loss of hearing in both ears	100%
9 Permanent total loss of the lens of one eye	50%
10 Permanent total loss of hearing in one ear	50%
<b>Permanent Physical Severance or Permanent Total loss of use of the following:</b>	
11 Both hands	100%
12 Both arms	100%
13 Both feet	100%
14 Both legs	100%
15 One hand and one foot	100%
16 One hand and one arm	100%
17 One foot or one leg	100%
18 Four fingers and one thumb	75%
19 Both joints of one thumb	30%
20 One joint of one thumb	15%
21 Three joints of one finger	15%
22 Two joints of one finger	10%
23 One joint of one finger	5%
24 All toes on one foot	15%
25 Great toe – both joints	5%
26 Great toe – one joint	3%
27 Each toe other than great	1%
<b>Other Conditions:</b>	
28 Third degree burns which cover more than 50% of the entire body	10%
29 Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth – per tooth	1%

**Additional benefits**

In addition to any capital benefit and/or weekly benefits that are payable under this section, we will pay the following:

**Modification benefit**

Where a capital benefit is payable under condition 2 to 5 inclusive we will also pay for the cost necessarily incurred by you in modifying your motor vehicle or home or in relocating your motor vehicle or home or in relocating you to a suitable home, to a maximum sum in all of \$10,000.

**Accommodation expenses**

If the insured person reasonably needs to be admitted as an in-patient of a hospital which is more than 200 kilometres from the farm, then we will pay the reasonable accommodation costs incurred for their spouse and children to visit the insured person while in hospital up to a maximum of \$2,000 in total during any one period of insurance.

**Totally disabled spouse**

If the spouse of the insured person suffers any injury that entirely prevents the spouse from carrying out their normal duties, then we will pay 25% of the weekly benefit for the period that the spouse is so disabled up to a maximum of \$2,000 in total.

We will not pay any amount if the spouse is in receipt of a capital benefit under this section or the equivalent under any similar Policy of insurance.

**Peak activity option**

(Your Policy Schedule will indicate whether you have chosen this option)

If you suffer an injury or illness for which we pay a weekly benefit during a period of peak activity, we will increase the weekly benefit by an amount not exceeding 200% of the weekly benefit shown in your Policy Schedule, but only if this additional amount is in payment of the employment of temporary additional labour:

- engaged solely in the peak activity
- for a period of no more than 3 weeks.

'Peak activity' means shearing, mustering, seeding, harvesting.

**Funeral benefit**

Where the capital benefit is payable under Condition 1, we will also pay reasonable burial or cremation expenses (including the reasonable cost of returning the remains of the insured person to their place of residence) up to a maximum of \$5,000.

## Conditions which apply to this section

The following conditions apply to this Section of the Policy.

There are also conditions which apply to all Sections of this Policy

### Claims

You must follow these procedures if you sustain an injury or illness. If you do not, we may decline your claim or reduce your benefit:

- (a) you must get proper medical advice from a qualified medical practitioner as soon as possible after sustaining an injury or illness
- (b) you must give us all details of any other insurance covering the same injury or illness
- (c) you (or your legal personal representative) must:
  - complete our claim form, and
  - provide us with all information we may reasonably require.
- (d) you must give us at your own expenses all medical and other certificates and evidence which we may reasonably require to assess the claim
- (e) you must undergo any medical examination we may reasonably require to assess the claim, and which we will arrange at our expense
- (f) you must continue to be a resident of Australia.

We may have a right to recover money payable under this section from another person who is liable to compensate you. You must co-operate with us fully in any action we take in exercising any such right. We have full discretion in the conduct of any proceedings and in the settlement of any claim.

### Medical examination of an insured person

Provided that we give reasonable notice, we will be allowed, at our expense, to have any insured person medically examined or, in the event of death, a post mortem examination carried out.

## Section P4: Boat

If you have chosen this cover it will be shown on your Policy Schedule.

### Definitions which apply to this section

'Accident' means an incident that is unforeseen and unintended and that causes loss or damage. This includes a series of accidents arising out of the one event.

'Boat' means the boat described in the Policy Schedule. Your boat is comprised of:

- the hull
- its motor(s), including fuel tanks (unless they form part of the hull)
- equipment and accessories
- its sails, masts, spars, standing and running rigging
- its trailer.

'Damage' means any form of physical harm to the boat but does not include wear and tear or anything that was present before this Policy came into force.

'Equipment and accessories' means safety equipment installed or carried in accordance with statutory requirements and any other equipment intended for the use of or with the boat including:

- any tender used with your boat
- anchors
- oars or paddles
- detachable canopies
- boat and motor covers
- bilge pumps
- life-saving equipment including life jackets
- auto pilot
- depth sounders
- electronic navigation equipment
- global positioning system
- EPIRB (Emergency Position Indicating Radio Beacon)
- two-way radios

as shown in the Policy Schedule.

Note: This definition excludes equipment for water skiing, fishing, diving or any other water sport. Please also refer to the section 'What is not covered'.

'Excess' means the first amount of any claim which must be paid by you. If an excess is applicable to any sections of your Policy the amount will be shown in the Policy Schedule.

- this amount will be deducted from the amount payable on each claim
- there is no excess for claims arising out of death or bodily injury under the personal accident or legal liability sections of this Policy.

'Hull' means the shell of the boat, deck, fixtures and fittings on deck or below deck that are not normally removable and would be normally sold with the boat. Note: Refer to the section 'What is not covered'.

'Legal liability' means your legal responsibility arising out of the use of the boat to pay compensation for death, injury or damage to other people (including members of your family) or their property. This responsibility only arises if you have done something wrong or you are at fault. Note: Refer to the sections 'What you are not covered for – Liability' and 'When you are not covered'.

'Motor(s)' includes:

- inboard motors
- outboard motors
- stern drive units
- jet units
- gear boxes
- propellers
- shafts
- skegs
- portable fuel tanks and lines
- wiring harness

- instruments (e.g. tachometer)
- control cables
- generators.

'Omission' means a failure to act and includes a failure to do or say something

'Personal effects' means as listed below:

- clothing
- waterproof gear, bags
- food or beverage coolers
- shoes
- wallets or purses excluding cash and credit cards
- toilet articles
- hats or caps
- keys or pens
- portable: radio, radio cassette and compact disc players.

Note: This definition excludes equipment for water skiing, fishing, diving or any other water sport – this equipment can be covered separately on application. Please also refer to the section 'What is not covered'.

'Sails, masts, spars, standing and running rigging' means sails, masts, spars, booms and fittings, spinnaker poles, standing and running rigging. Note: Refer to the section 'What you are not covered for'.

'Salvage' means either:

- what is left of the boat after it has suffered loss or damage, or
- the action of saving the boat in a time of peril.

'Tender' means an auxiliary boat (or dinghy) (capable of being and usually carried on deck or on davits on your boat or which is towed behind your boat) that is used as a lifeboat or means of transportation between your boat and the shore, or for both purposes. A tender must be marked with the registration number of your boat and not registered in its own right.

'Theft' means a person has taken your boat, equipment and accessories without your knowledge, prior consent or agreement, with the intention of permanently depriving you of them.

'Total sum insured' means the amount we agree to insure your boat for and is the total value for all of the boat's hull, motors, equipment and accessories, sails, masts, spars, standing and running rigging and trailer, whether individual sums insured are specified for these items by you or not.

'Water skiing or aquaplaning' means travelling on the surface of water, either barefoot, or on water skis or similar devices designed for that purpose while being towed by your boat.

Note: Refer to the sections 'What you are not covered for – Liability' and 'When this water skiers or aquaplaning extension does not cover you'.

'Yacht Racing risks' means taking part in a sporting event organised by a club or association. Cover applies only when we have agreed to grant the optional yacht racing risk extension or yacht club social racing risk extension and you have paid the premium. This will be shown in your Policy Schedule. Note: Refer to the sections 'What you are not covered for – Loss of or damage to your boat' and 'When you are not covered'.

## Cover for your boat

### What is covered

We will cover your boat described in your Policy Schedule including:

- the hull
- motors
- equipment and accessories
- sails, masts, spars, standing and running rigging, and
- trailer
- personal effects (or those of any passenger on your boat).

while it is navigating or in transit within the cruising limits specified in your Policy Schedule, and including while the boat is at any marina, slipway or location when laid-up ashore or engaged in any voluntary rescue work.

### What is not covered

We will not cover:

- any boat, being a combination of hull and motor, which is capable of a speed exceeding 50 knots
- moorings
- money, credit cards, spectacles, sunglasses, watches, jewellery, cameras, mobile phones, pagers, consumable stores, compact discs, audio or video tapes.

### What can be covered additionally (on application)

We may specially agree to cover you for the following items on application. If we agree we will show them in your Policy Schedule:

- any dinghy or tender used with your boat capable of a speed exceeding 20 knots
- equipment for water skiing, fishing, diving or any other water sports (excluding while in use).

Note. These items are not automatically covered unless agreed in writing by us.

Please remember that you will have to pay any excess shown on your Policy Schedule.

### What you are covered for – Loss of or damage to your boat

We will cover you for:

- accidental damage
  - if your boat is damaged accidentally
  - if your boat sinks accidentally, provided it was in seaworthy condition at the time of sinking.
- theft
  - of the entire boat including trailer, outboard motor(s), equipment and accessories
  - of part of the boat including trailer, outboard motor(s), equipment or accessories from:
    - the boat, or
    - the place of storage of the boat, trailer, outboard motor(s) or the equipment and accessories.

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

- (c) malicious damage if your boat is damaged maliciously
- (d) transit damage if your boat is accidentally damaged during transit on its own trailer by road, rail or ship, provided your boat is designed to be normally trailed by a boat trailer and you are complying with all statutory requirements
- (e) clean up costs, we will cover you for the reasonable costs of cleaning up an accident site following accidental discharge, emission spillage or leakage upon or into waters or land of oil, diesel, petroleum products effluent or sewage following an insured event up to a maximum of \$20,000. We pay these costs in addition to the sum insured of your boat
- (f) pollution hazard. We will cover you for damage caused to your boat by any governmental authority in order to prevent or minimise a pollution hazard or threat of such a hazard resulting from damage to your boat, provided this has not resulted from a lack of due diligence by you
- (g) recovery or removal of wreck costs. If your boat is damaged or sinks accidentally, and we agree to recover it or the law requires that it must be removed, we will pay the reasonable costs of the removal/recovery of the wreck. These costs are recoverable in addition to the sum insured of your boat and are subject to a limit of \$1,000,000
- (h) other expenses. If your boat gets into difficulties or is damaged accidentally, we will pay the reasonable cost of taking action to:
  - minimise loss or damage, or
  - remove the boat to safety (including emergency towing), or
  - dry all the electrical equipment in the motor(s), or
  - clean and oil the motor(s).

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

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

These costs are recoverable in addition to the sum insured of your boat. The additional amount we will pay is limited to the sum insured of your boat shown in your Policy Schedule.

Please remember that you will have to pay any excess shown on your Policy Schedule.

#### **What you are not covered for – Loss of or damage to your boat**

We will not cover you for:

- loss of any outboard motor(s) when they are secured to the boat in a manner other than that specified or recommended by the manufacturer
- theft of your boat or any part of it by persons to whom you have loaned your boat
- loss or damage intentionally caused by you or a person acting with your express or implied consent, unless required by law
- depreciation
- loss or damage caused by normal wear and tear
- loss or damage caused by timber rot, delamination, osmosis, deterioration, vermin, marine growth
- loss or damage caused by rusting or other forms of corrosion, or electrolysis
- loss or damage caused by lack of maintenance
- mechanical, structural, electrical or electronic failures. We will pay the resultant damage to your boat due to the failure, but we will not pay for but the cost of repairing or replacing the item that failed
- the cost of repairing or replacing any part of the boat which is defective and the defect is caused by fault or error in design or construction or faulty workmanship
- financial, emotional or psychological loss which occurs because you cannot use your boat
- accidental loss or damage to fishing gear, diving equipment, tools and/or water ski equipment while in use
- damage to sails and protective covers caused by the force of wind unless there has also been damage caused to the masts, spars or the boat
- damage to sails, masts, spars, standing and running rigging while your boat is racing – unless you pay an additional premium and we agree to provide the optional yacht racing risk extension or yacht club social racing risk extension
- any claim arising directly or indirectly from pollution or contamination by any substance
- any fine or penalty.

#### **How much we pay – Loss of or damage to your boat**

This is an agreed value Policy. Where specified and shown in the Policy Schedule, there is an agreed sum insured for each of:

- the hull
- the motor(s)
- sails, masts, spars, standing and running rigging
- trailer
- equipment and accessories.

Individual items of equipment and accessories have an agreed sum insured where specified by you.

In the event of a claim, the maximum we will pay you for each item lost or damaged is the agreed sum insured for that item.

Where you have not specified a separate sum insured for either a part of the boat as above, or an individual item, then the maximum we will pay is the current market value of the part or item.

However, the maximum amount payable will not exceed the total sum insured under any circumstances. Any amount payable will be reduced if the total market value of the boat including all items listed above exceeds the total sum insured shown in the Policy Schedule by more than 20%.

The amount payable will be reduced in proportion to the difference between the market value of the whole boat and the total sum insured.

We will, at our option,

- repair or replace the item involved, or
- pay you the reasonable cost of repairing or replacing the item involved, or
- pay you the sum insured (where specified) of the item involved and take ownership of any salvage, or
- pay you the current market value of the item (where there is no agreed value) and take ownership of any salvage.

When we decide either to replace an item, or to pay the cost of replacing an item which has no agreed sum insured, then depreciation may apply and the amount payable is determined by:

- comparing the value of an item with an item of similar age and condition, or
- establishing the actual cost of an item of similar age and condition.

When we take the option of repairing an item, the amount that we pay is limited by the actual value of the item being repaired compared with its age and condition.

If your boat is less than one year old, we will not apply depreciation in determining the amount paid to you.

Your personal effects are automatically covered under the Policy while they are on your boat, and the maximum we will pay for loss of or damage is \$200 for any one item up to a maximum of \$2,000 in total any one claim for the reasonable cost of repairing or replacing the lost or damaged item.

### Additional benefits

We give you the following additional benefits:

#### Personal accident cover

If you suffer bodily injury as a result of an accident during the period of insurance which arises directly out of the use of your boat, and that results within 6 calendar months in either:

- death
- temporary total disablement
- permanent total disablement.

We will pay in the event of your:

- death – the sum of \$10,000
- temporary total disablement – the sum of \$100 per week, up to a maximum of 100 weeks
- permanent total disablement – the sum of \$10,000.

To qualify for payment you must obtain and follow advice of a qualified medical practitioner (other than you or your spouse) as soon as possible after the accident.

In this additional benefit:

‘Temporary Total Disablement’ means you are unable to carry out all the normal duties of your occupation solely and directly as a result of the injury.

‘Permanent Total Disablement’ means you have been unable to carry out any occupation for which you are fitted by reason of your education, training or experience for a period of at least 12 consecutive months and you remain unable to do so for a continuous indefinite period solely and directly as a result of the injury.

#### Power boat association time trials

We will provide cover if your boat is participating in time trials conducted under the control or regulation of the Power Boat Association to a maximum speed of 15 knots.

### Options you can choose for additional premium

The following options may be obtained on application, and for an additional premium:

#### Optional yacht racing risk extension

##### What you are additionally covered for

If we have agreed to cover you for yacht racing risks and shown it in your Policy Schedule, we will provide additional cover to you for loss of or damage to your boat including its:

- sails, or
- masts, or
- spars, or
- standing and running rigging

while your boat is racing. We will only cover you when your boat is operating within the following navigational limits:

- moored boats – within 100 nautical miles of your boat’s home port
- trailer boats – within 100 nautical miles of the place where your boat was last launched from:
  - the Australian mainland, or
  - an Australian offshore Island within 200 nautical miles of the Australian mainland including Tasmania.

##### When you are not covered

We will not cover you for any racing outside of the areas set out above, unless you have our agreement in writing.

#### How much we pay under this optional cover

If an item is lost or damaged while your boat is racing, we will, at our option:

- repair or replace the item involved, or
- pay you the reasonable cost of repairing or replacing the item involved, or
- pay you the agreed sum insured (where specified) of the item involved and take ownership of any salvage, or
- pay you the current market value of the item (where there is no agreed value) and take ownership of any salvage.

When we decide either to replace an item, or to pay the cost of replacing an item which has no agreed value, then depreciation will apply and the amount payable is determined by:

- comparing the value of an item with an item of similar age and condition, or



- establishing the actual cost of an item of similar age and condition.

If you make a claim under this optional cover you will have to pay the yacht racing risk excess shown on your Policy Schedule for any loss or damage to your boat or any legal liability for damage to other people's property.

The sections of the Policy called

- 'What you are not covered for – Loss of or damage to your boat'
- 'What you are not covered for – Legal liability'
- 'When you are not covered'

also apply to this extension.

#### Optional yacht club social racing risk extension

If we have agreed to cover you for yacht club social racing risks and shown it in your Policy Schedule, we will provide additional cover to you for loss or damage to your boat including its:

- sails, or
- masts, or
- boom, or
- standing and running rigging

while your boat is being raced in yacht club social races not exceeding 15 nautical miles from your boat's home port.

This cover excludes spinnakers and/or extras.

#### How much we pay

If an item is lost or damaged while your boat is racing in yacht club social races, we will, at our option:

- repair or replace the item involved, or
- pay you the reasonable cost of repairing or replacing the item involved, or
- pay you the sum insured (where specified) of the item involved and take ownership of any salvage, or
- pay you the current market value of the item (where there is no agreed sum insured) and take ownership of any salvage.

When we decide either to replace an item, or to pay the cost of replacing an item which has no agreed sum insured, then depreciation will apply and the amount payable is determined by:

- comparing the value of an item with an item of similar age and condition, or
- establishing the actual cost of an item of similar age and condition.

If you make a claim under this optional cover you will have to pay the yacht racing risk excess shown on your Policy Schedule for any loss or damage to your boat or any legal liability for damage to other people's property.

The sections of the Policy:

- 'What you are not covered for – Loss of or damage to your boat'
- 'What you are not covered for – Legal liability'
- 'When you are not covered'

also apply to this extension.

## Legal liability cover

### What you are covered for – Legal liability – Operating your own boat

We cover you and any person allowed by you to control your boat against legal liability for:

- accidental death or bodily injury to a person other than you
- accidental death or bodily injury to you when another person allowed by you is in control of your boat
- accidental damage to other people's property

caused by the use of your boat.

### What you are covered for – Legal liability – Operating a substitute boat

We will cover you against legal liability for:

- accidental death or bodily injury to a person other than you
- accidental damage to other people's property

caused by the use of the substitute boat provided that:

- you have permission from its owner
- your boat is not being used at the time
- you or any member of your family do not own or have an interest in the substitute boat.

If you are entitled to cover under any other Policy we will only be liable under this section for the amount your liability exceeds the limits of cover under any other Policy.

### What you are not covered for – Legal liability – Operating your own or a substitute boat

We will not pay the costs of your liability for:

- loss of or damage to any property owned by you or in your custody or control or the property of any other person covered by this Policy
- bodily injury to, or the illness or death of a person who is covered (or should have been covered) by any compulsory compensation insurance, including any compulsory third party boat insurance
- death or bodily injury caused by the activity of scuba diving
- death or bodily injury or property damage intentionally caused by a person covered by this Policy
- loss or damage to third party property arising from the trailer being towed by or breaking away from or accidentally becoming detached from the towing vehicle
- the towing of persons or objects in the air, including parasailing
- water skiing or aquaplaning unless you have chosen the optional water skiers or aquaplaning extension and it is shown in your Policy Schedule
- any tradesperson or company engaged by you for the repair, service or maintenance of your boat
- any claim arising directly or indirectly from pollution or contamination by any substance

- actions that are brought against you in a court or tribunal outside Australia or a court or tribunal that applies laws other than the law of a state or territory of Australia
- any fine or penalty
- aggravated, exemplary or punitive damages.

### How much we pay – Legal liability

We will pay the costs of:

- compensation, and
- legal fees and expenses

that you are liable for.

We will only pay the costs of legal fees and expenses you incur if we consent to them in writing before you incur them.

### Limit on what we will pay – Legal liability

The maximum we will pay is the amount shown in your Policy Schedule in total for all claims that arise from any one accident. This maximum amount includes all legal fees and expenses.

### Liability option you can choose for additional premium

The following liability option may be obtained on application, and for an additional premium:

#### Optional water skiers or aquaplaning extension

##### What you are additionally covered for

If we have agreed to cover you and shown it in your Policy Schedule and you have paid any additional premium we ask for, we will cover you or any person allowed by you to control your boat and the person acting as an observer (within the requirements of any law) against legal liability for:

- accidental death or bodily injury to a water skier or aquaplaner (including you) towed by your boat
- accidental death or bodily injury to any person caused by a water skier or aquaplaner being towed by your boat, or
- accidental damage to another person's property caused by a water skier or aquaplaner being towed by your boat.

We will also cover a water skier or aquaplaner towed by your boat against the water skier's or aquaplaner's legal liability to others for accidental:

- death or bodily injury to a person, or
- damage to property other than your boat

caused by the water skier or aquaplaner while being towed by your boat.

##### When this water skiers or aquaplaning extension does not cover you

We will not pay the costs of liability arising out of:

- water skiing or aquaplaning when there is not a legally competent observer in addition to the driver on board your boat at the time of the accident
- water skiing or aquaplaning when an aerial device or ski ramp is being used

- water skiing or aquaplaning when a ski mast, ski pole, ski tower are being used unless it is professionally designed, manufactured and installed
- competition water skiing
- towing or using air chairs
- towing of any person by personal watercraft that breaches waterways regulations
- towing of any device not designed and professionally manufactured for the purpose of being towed behind a boat (e.g. surfboards or tyre tubes).

The sections of the Policy called

- 'What you are not covered for – Legal liability'
- 'When you are not covered'
- 'How much we pay – Legal liability'
- 'Limit on what we will pay – Legal liability'

also apply to this extension.

### Excess

'Excess' means the first amount you must contribute to any claim you make under this section of the Policy. For most claims you make on this Policy, you will have to pay the excess which is shown on your Policy Schedule. If you make a claim for loss or damage to your personal effects, the excess will be \$100 for each and every claim for personal effects.

### When you will NOT have to pay an excess

You will not have to pay an excess for claims arising out of death or personal injuries under the personal accident or liability covers.

### Exclusions which apply to this section

The following exclusions apply to this Section of the Policy.

There are also general exclusions which apply to all Sections of this Policy.

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- any chemical, biological, bio-chemical, or electro-magnetic weapon.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to the above exclusions.

#### **Additional exclusions applying to this section of the Policy**

We will not cover you when:

1. your boat is outside the cruising limits described in your Policy Schedule
2. your boat is being operated:
  - at a speed greater than 50 knots
  - with a motor more powerful than recommended by the hull manufacturer for the hull specifications
  - with more than the maximum number of passengers or load recommended by the hull manufacturer.
3. your boat is in the control of you or any person with your express or implied consent while under the influence of alcohol or of any drug or had a percentage of alcohol or drugs in your/their breath or blood in excess of the percentage permitted by law in the place where the loss, damage or liability occurred

But we will cover you if you were not on board the boat at the time and can clearly demonstrate that you had no reason to suspect that the person in control would be under the influence of alcohol and any drug or had a percentage of alcohol or drugs in excess of legal limits.

4. your boat is under the control of a person not licensed under the applicable law:
 

But we will cover you if the person:

  - was not named as one of the insured in your Policy Schedule, and
  - you can clearly demonstrate you had no reason to suspect that person was unlicensed.
5. your boat is being used in racing, speed tests or trials, unless you pay an additional premium and we agree to provide the optional yacht racing risk extension or yacht club social racing risk extension
6. your boat is being used for an unlawful purpose
7. your boat is being used for hire or charter, or for payment or reward at the time of the accident or loss unless we specially agree to cover this use and specify the cover in your Policy Schedule

8. your boat is being towed on a trailer and the driver with your express or implied consent was not licensed to drive a vehicle in accordance with law

But we will cover you if you were not in the vehicle at the time and can clearly demonstrate that you had no reason to suspect that the driver was unlicensed

9. your boat is being transported on a trailer, unless the boat is designed and built for that purpose
10. your boat is being loaded or unloaded or transported by a commercial carrier unless you tell us beforehand in writing, and we agree in writing to cover you
11. the boat is being used for permanent living accommodation unless you tell us beforehand in writing, and we agree in writing to cover you
12. you do not keep the boat in good order and repair, or in a proper state of seaworthiness and in compliance with any statutory requirements (e.g. Waterways Authority Regulations)
13. your boat is undergoing major hull repair or alteration (e.g. extending the length of the boat, major refurbishment of deck, cabin and hull or replacing inboard engines) unless you tell us beforehand in writing, and we agree in writing to cover you.

#### **Conditions which apply to this section**

The following conditions apply to this Section of the Policy. There are also General conditions that apply to all Sections of this Policy.

#### **Purchase of a 'new' boat**

If you replace the boat or any item shown in the current Policy Schedule and we agree to cover the replacement, the Policy covers it:

- from the time you bought it, and
- up to the same value as your agreed sum insured, and
- no longer covers the old boat or item.

We will give you this cover for the 'new' or replacement boat or item only if:

- you give us written details of it within 14 days of buying it, and
- you pay us any additional premium and government charges that we ask for.

In giving you this cover, we will consider either the price you paid for the hull, motors, equipment and accessories, sails, masts, spars, standing and running rigging and its trailer, or our valuation as the agreed sum insured of that item.

#### **If you sell or give away your boat**

If you sell or otherwise give away your boat or part-ownership in a boat and do not tell us the cover under this Policy ceases immediately without any notice to you from the time of sale or you otherwise give away your boat.

When you tell us that you no longer own the boat, we will refund to you what is left of the premium you paid by deducting an amount which covers the period for which you have been insured with us

If you are giving up an interest as lessor, mortgagee or owner under a hire purchase agreement, you do not have to tell us.

### Other insurance policies

If at the time of an accident another Policy is in force covering the same risk, we will only pay the amount in excess of the amount that is recovered under those policies limited to the sum insured shown in your Policy Schedule.

### You must take reasonable care

You must at all times take reasonable care to:

- prevent theft or attempted theft of the boat, outboard motor(s) or the equipment and accessories
- protect your boat against any initial or further loss or damage
- keep your boat in good condition
- prevent death, bodily injury, or illness to other people, or loss or damage to their property, and
- obey any statutory requirements that safeguard people or their property.

## What you must pay if you make a claim – Excess

Most sections require you to contribute an amount towards your loss or damage. This is known as an excess.

If an excess applies, it will be described in the section to which it applies and/or listed in the Policy Schedule.

For most sections if more than one excess applies to one claim, you need only pay one excess. It will be the higher of the applicable excesses. The Motor section includes two types of excess.

## When you are not covered – General exclusions

### These general exclusions apply to all Sections of this Policy

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any government or public or local authority, or

2. (a) in respect of: Section P1 – Home Buildings and Home Contents, and Section P2 – Motor Vehicle in respect of passenger vehicles, utilities and motorcycles used for private purposes only:

Any act(s) of Terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

- (b) in respect of all other Sections of this Policy (including, in respect of Section P2, vehicles other than passenger vehicles, utilities and motorcycles used for private purposes only):

Any act(s) of Terrorism

For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government 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:

- involves violence against one or more persons, or
- involves damage to property, or
- endangers life other than that of the person committing the action, or
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or to disrupt an electronic system.

3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

### Additional exclusions applying to this Policy

This Policy does not cover:

1. Loss or damage to electronic data.

Notwithstanding anything contained in this Policy or any endorsement attached to it this Policy does not cover Electronic Data. However where cover is otherwise provided by this Policy we will indemnify you for losses to electronic data arising out of fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption, impact, aircraft and/or other aerial device and/or articles dropped from them, sonic boom, theft which is a consequence of theft of any computer and/or computer hardware and/or firmware and/or microchip and/or integrated circuit and/or similar device containing such electronic data, breakage of glass, the acts of persons taking part

in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising, storm and/or tempest and/or rainwater and/or wind and/or hail, water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes.

For the purposes of this exclusion 'Electronic data' means any facts, concepts and/or information converted to a form usable for communications and/or displays and/or distribution and/or processing by electronic and/or electromechanical data processing and/or electronically controlled equipment which includes but is not limited to programs and/or software and/or other coded instructions for such equipment.

2. any cost unless it is specifically listed in the Policy
3. replacement of undamaged property
4. any claim which arises from any deliberate act committed by you or your family or by any person acting for you or with your express or implied consent
5. claims which arise out of venereal disease, herpes, acquired immune deficiency syndrome (AIDS) or other communicable disease
6. punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages
7. fines, or penalties, or liquidated damages.

## Special Clauses

Only those clauses that are shown on the Policy Schedule will apply.

## General Conditions

**These general conditions apply to all Sections of this Policy**

### Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it, and
- we give you a new Policy Schedule detailing the change.

### Other Interests

You must not transfer any interests in this Policy without our written consent.

Any person whose interests you have told us about and we have noted on your Policy Schedule is bound by the terms of this Policy.

## Cancelling your Policy

### How you may cancel this Policy

- You may cancel this Policy or any section of it at any time by telling us in writing that you want to cancel it.
- Where 'you' involves more than one person, we will only cancel the Policy or any section of it when a written agreement to cancel the Policy or any section of it is received from all persons named as the insured.

### How we may cancel this Policy

- We may cancel this Policy or any section of it in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

### The premium

We will refund to you the proportion of the premium for the remaining period of insurance.

When the premium is subject to adjustment, even if the Policy is cancelled, you must still supply us with the information we need to calculate the premium adjustment, and pay the adjusted premium up to the date of cancellation.

### Notices

Any notice we give you will be in writing, and it will be effective:

- if it is delivered to you personally, or
- if it is delivered or posted to your address last known to us.

It is important for you to tell us of any change of address as soon as possible.

### Alteration of risk

You must tell us about any change in the nature of the risk which occurs during the period of insurance and which increases our risk.

If you fail to do so, we may cancel this Policy.

### You must tell us

You must tell us as soon as possible in writing of:

- every occurrence, claim, writ, summons, proceeding, impending prosecution, and inquest together with all relevant information which may result in a claim under this Policy, whether or not you believe any claim amount might fall below the excess.
- every change that comes to your knowledge which materially varies any of the facts or circumstances existing at the commencement of this Policy.



### Unoccupied farms

If you intend to leave the farm or any home buildings unoccupied for more than 90 consecutive days, you must obtain our agreement in writing to continue the cover on those buildings.

If you do not do so, we will only pay for loss or damage caused by lightning, thunderbolt, earthquake for the period in excess of 90 consecutive days during which you have left the buildings unoccupied.

The period of 90 consecutive days is calculated from the date when you last occupied the buildings regardless the commencement or renewal date of the Policy.

### Mortgagee's rights

We may pay all or part of a claim for loss or damage to your Home or to any mortgagee or creditor who is noted in the Policy Schedule.

We will only do this if we agree to pay the claim on a cash basis (i.e. make a payment in lieu of paying for the cost of repairs).

We will not pay the mortgagee or creditor more than the amount outstanding under your mortgage or credit arrangement. If this is less than the amount we agreed to pay in settlement of the claim, we will pay you the balance.

Any amount that we pay to a mortgagee or creditor will satisfy our obligation to you for the amount paid.

## Claims

### Making a claim

You must follow these procedures if something happens which causes loss or damage or injury which may lead to a claim.

If you do not do so, we may refuse your claim or reduce the amount we pay you.

#### When loss or damage occurs you must:

- (a) take all reasonable steps to reduce the loss or damage and to prevent further damage. If the claim involves your boat you must promptly take all reasonable and responsible precautions to prevent any further loss or damage to your boat including electrical equipment and components which have been submerged and in the case of a motor, the flushing out and oiling of the motor and the drying out of its and all other electrical equipment and components
- (b) immediately report to the Police:
  - if you know or suspect that property has been stolen
  - if someone has broken into your premises
  - if some one has caused malicious damage to your property
  - full details surrounding the circumstances of any motor vehicle accident

- (c) if the loss or damage involves another motor vehicle, obtain the name and address of the other driver and (if different) the name of its owner, and the make, type and registration number and details of the insurance on the other vehicle
- (d) not authorise the repair or replacement of anything without our agreement
- (e) not make any admission of liability, offer, promise or payment in connection with any event
- (f) promptly inform us by telephone or in person
- (g) preserve any damaged property and make it available for inspection by a representative or agent of ours (including a loss adjuster).

#### If you sustain an injury or illness, you must:

- (a) promptly inform us by telephone, in writing or in person
- (b) submit to examination by a medical practitioner nominated by us. In case of death, your legal representative must permit a post mortem examination of the body to be carried out.

#### To make a claim you will need to:

- fill in our claim form
  - return it to us within 30 days of the event that gave rise to the claim
  - give us all information and documentation which we request
- If we ask for it, you must provide us with a statutory declaration of the truth of your claim and any matters connected with it, and
- immediately send us any court document or other communication you receive about the claim. Do not take any action yourself or ask anyone else to do so on your behalf.

### Proceedings and negotiations

We control all claims that are made against you.

You must give us all information and assistance we need:

- to settle or defend claims, or
- to recover from others any amount we have paid for a claim.

You must allow us:

- to make admissions, settle or defend claims on your behalf, and
- to take legal action in your name against another person to recover any payment we may make in relation to a claim. We will do this at our own expense. You must do everything which we ask to assist us. We may take action before we pay your claim and whether or not you have been fully compensated for your actual loss.

## Discharge of our liabilities

At any time we can pay to you or on your behalf, for all claims made against you for any one occurrence:

- the limit of liability under the section under which the claim is made, after deducting any amounts already paid, or
- any lower sum for which the claim may be settled.

If we do so:

- the conduct of any outstanding claim(s) will become your responsibility, and
- we will not be liable to pay any further amounts under that other than costs, charges, or expenses that we agreed to pay before we made the payment referred to above.

## Inspection and salvage

You must give us access to your property or make your property available to us for inspection if you make a claim.

You must allow us to take possession of any damaged property and deal with it in a reasonable manner. If we do not take possession of the damaged property, you can not abandon your responsibilities to us for the property.

## Excess

You may be requested to pay your excess when you lodge your claim form or before your motor vehicle is released from a repairer. Alternatively we may deduct your excess from our payment to you.

If you suffer damage which leads to a claim under more than one section of this Policy:

- the highest excess is payable, but
- only one excess is payable.

## Automatic reinstatement

After we have admitted liability for loss or damage (other than for a total loss under the property section or claims in respect of products liability), we automatically reinstate the sum insured to the amount shown in the Policy Schedule at the time of loss.

If we request an additional premium, you must pay it to us or the cover will be reduced by the amount of the claim settlement.

## Other insurances

When you make a claim, you must give us written notice of any other insurance covering the property or legal liability which may also apply to your claim.

## Contribution

When a loss paid under this Policy is also recoverable under another policy and we have paid more than our rateable share, we may seek reimbursement from the other insurer or insurers.

## What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

## What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy Terms and Conditions or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of your Duty of Disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

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

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent, or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

