

# Supplementary Product Disclosure Statement

## Edition 1

This Supplementary Product Disclosure Statement (SPDS) is dated 1 December 2018 and will apply to policies taken out, or with a renewal effective date, on or after this date.

The information in this SPDS, updates and should be read with the last Product Disclosure Statement (PDS) you received for the policy specified in your policy schedule and any other applicable SPDS.

## Changes to your PDS

### Change 1:

External complaints are now administered by the Australian Financial Complaints Authority (AFCA).

#### **Resolving a complaint or dispute**

All references to Financial Ombudsman Service Australia Limited (FOS) and its contact phone number, is deleted and replaced with:

Australian Financial Complaints Authority (AFCA). The AFCA is contactable on 1800 931 678 (free call).

### Change 2:

We have amended the definition of Total Loss in the Motor Vehicles section of the PDS.

#### **Section 9 - Motor vehicles – 9.1 Definitions**

The definition for 'Total Loss' has been deleted and replaced with the following wording:

##### **Total Loss**

When -

- a) the likely cost to repair the Vehicle plus the value of any salvage exceeds the Market Value; or
- b) the Vehicle is stolen and not recovered within a reasonable period of time as determined by us.



Insurer  
**Insurance Australia Limited**  
ABN 11 000 016 722 AFSL 227681  
trading as CGU Insurance

# FARM INSURANCE

Product Disclosure Statement  
and Policy Booklet





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- This PDS was prepared on 23rd September 2016
- This insurance is issued by Insurance Australia Limited ABN 11 000 016 722 AFS Licence No. 227681 (IAL) trading as CGU Insurance
- For contact details please refer to the back cover

# About the Farm Insurance Product Disclosure Statement and Policy Booklet

## Farm Insurance Product Disclosure Statement (PDS)

### 1. About the Farm Insurance PDS

- This PDS has been prepared to assist you in understanding the Domestic House and Contents cover, Personal Accident and Illness cover and Motor Vehicle cover available under the Farm Insurance Policy and in making an informed choice about your insurance requirements.
- This PDS has three parts:
  - Part 1 of the PDS is set out on pages 1 and 2 of this Farm Insurance Product Disclosure Statement and Policy booklet. It includes information about costs and your cooling-off rights
  - Part 2 of this PDS is the information about resolving a complaint or dispute and privacy are set out on page 3.
  - Part 3 of this PDS is the terms and conditions of the Policy set out in Section 2 - Domestic House and Contents, Section 7 - Personal Accident and Illness, and Section 9 - Motor Vehicles, together with Our Agreement with you, the General Definitions and Section 13 - General Exclusions and Section 14 - General Conditions.

### 2. Cost of the policy

- The premium payable to you for this insurance will be shown on your Certificate of Insurance.
- The key factors that influence the Premium calculation are reflected in the questions asked and the information sought at the time of your enquiry or application for insurance. The factors vary depending on the type of insurance you have selected.
- The things that can influence the Premium for these covers include:
  - Motor Vehicles – the make, model, type of the vehicle, the sum insured of the vehicle, how the vehicle is being used, where the vehicle is garaged and your previous claims history.
  - Personal Accident and Illness – your type of occupation, the length of time you elect to wait before a claim payment will be made, the sum insured of your Average Weekly Earnings and chosen Capital Benefit.
  - Domestic House and Contents – the type of property being insured, the sum insured of the Domestic House and Contents, where the property is located, the type of construction and your previous claims history.
- Premiums are also subject to Commonwealth and State taxes and/or charges. These include the Goods and Services Tax and stamp duty. The amount of these taxes and/or charges will be shown in your Certificate of Insurance.
- If you request an amendment to the cover during the Period of Insurance, you will be informed of the cost (if any) of making the amendment. The things that will influence the cost of an amendment are those listed in (c) above.

### 3. Is an excess payable?

- If you make a claim under the policy, you may have to contribute some money towards the cost of the claim which is known as an "Excess". We will tell you if you need to pay an Excess when you make a claim but this will also be set out in the terms and conditions of the Policy.
- The amount of any Excess and when it applies is detailed in the terms and conditions section of this booklet or your written quotation, cover note or Certificate of Insurance.
- When you make a claim, you may be required to pay one Excess or more.

### 4. Paying for your policy

- You can choose to pay your Premium upfront annually or by direct debit on a monthly basis. We may reward you for paying upfront annually, as the cost of the policy may be less than if you pay by monthly instalments. This is because the monthly instalments may include an administration charge for processing the payments.
- If you choose to pay by monthly direct debit, you must ensure that your payments are made each month. If a payment is unpaid for 14 days or more, we may refuse to pay any claim under the policy. If one instalment is outstanding for one month or more, we may elect to cancel your policy.

## 5. Is there a cooling-off period?

- a) There is a 21-day cooling-off period.
- b) If you are not completely satisfied with your policy, you can request cancellation in writing 21 days of the issue date and receive a full refund.

This will not apply if you make a claim within the cooling-off period.

## 6. How can I resolve a dispute?

- a) Our dispute resolution process is set out on page 3.

# Important information

## 1. About the Farm Insurance Policy

- a) This policy has been designed to meet the insurance needs of a wide range of farming and horticultural businesses, while offering the flexibility to provide for the specific insurance needs of your farm.
- b) There are 11 different types of insurance covers available under the policy which are set out in Sections 1 to 11. The General Definitions, Section 13 – General Exclusions and Section 14 – General Conditions also apply to the 11 types of cover. You should carefully read each Section and select the covers which you believe will best suit your needs.
- c) If you have any questions, please don't hesitate to contact us.

## 2. What makes up your contract

- a) When we accept your application, or renew your policy, or if your insurance is amended, your insurance contract is made up of the following two documents:
  - i. the terms and conditions of the policy contained in this booklet which apply to the type of cover you have selected; and
  - ii. your Certificate of Insurance, which shows the type of cover you have, any changes or addition to that cover as well as other information specific to your contract of insurance.
- b) Read this booklet and your Certificate of Insurance carefully and keep them together with your important papers.

## 3. How much should I insure my property for?

- a) Where cover is for a "new for old" basis, the Sum Insured you choose should reflect the full new replacement cost of the property and an allowance for professional fees and removal of debris. All amounts should include GST.
- b) Where cover is on a "market value" basis, the Sum Insured you choose should reflect the market value of the property at the time of taking out the policy (including GST).
- c) The following Sections of the policy contain underinsurance provisions which require you to insure for full value: Section 1 - Fire and Other Defined Events, Section 2 - Domestic House and Contents and Section 10 - Electronic Equipment. If you insure for less than

full value, we may reduce the amount we pay you after taking into account the proportion of the underinsurance or you may be required to pay a portion of the loss yourself.

- d) Your Sum Insured under Section 1 – Fire and Other Defined Events and Section 2 – Domestic House and Contents may be increased at renewal to allow for inflation.

## 4. Information you need to provide

- a) When you apply for insurance you will need to give us information about you and your circumstances. We need this to decide whether to enter into an insurance contract with you and, if so, on what terms. The type of information we require depends on the Section of the policy that you want to be covered under.
- b) Any personal information you give us will be treated in accordance with the Privacy Act.

## 5. Claims procedures

- a) If you believe you may have a claim it is important that you carefully read and follow the general claims procedures set out in the General Conditions – Section 13(1) and the procedures set out in the Specific Conditions that apply to claims under the following Sections (if applicable);
  - i. Liability in Section 6.6; and
  - ii. Personal Accident and Illness in Section 7.6
- b) The procedures you must comply with include:
  - i. immediately contact the Police in the event of burglary or if your Property is lost, stolen, or maliciously damaged;
  - ii. take all reasonable steps to prevent or minimise any further loss, damage, or liability; and
  - iii. advise us as soon as possible, providing full details of the facts and circumstances of the loss, damage, injuries, illness, or claim against you.

# General Insurance Code Of Practice & Financial Claims Scheme

## General Insurance Code of Practice

We support and comply with the General Insurance Code of Practice. You can get a copy of the Code from the Insurance Council of Australia by visiting [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

## Financial Claims Scheme

You may be entitled to payment under the financial claims scheme in the event that Insurance Australia Limited becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from <http://www.fcs.gov.au>

## Resolving a complaint or dispute

### Our service commitment to you

We want to resolve any complaint or dispute you may have and aim to resolve it as quickly as possible. These steps are part of our complaint and dispute resolution procedures. To get more details:

- Call us on 13 24 81

#### 1. Talk to us first

The first thing you should do is talk to one of our consultants about your concerns. Call us on 13 24 81. The consultants may be able to resolve the complaint for you. If not, they will refer you to a manager or you may ask to speak to one. The consultant or manager will try to reply to your complaint as soon as possible. If they need more information they will aim to reply within 15 business days from when they received your complaint.

#### 2. Seek a review

If the manager can't resolve your complaint, you may ask for it to be referred to our customer relations area. Customer relations will treat your complaint as a dispute and complete an independent review of the matter. Customer relations will contact you with a decision usually within 15 business days from when they received your dispute.

#### 3. Seek an external review

If you are unhappy with the decision, or your complaint remains unsolved after 45 days, you may wish to seek an external review. Customer relations will provide you with information on external review options such as referring you to the Financial Ombudsman Service (FOS). You can contact the FOS on 1300 780 808.

## Privacy of your personal information

### Our service commitment to you

We value the privacy of personal information we collect about you. We collect your personal information directly from you or through others including entities listed in our Privacy Policy. They include our related entities, agents and distributors.

### How we use your personal information

We and the parties listed in our Privacy policy will use your personal information for the purposes it was collected for. That usually includes to provide you with assistance, a product or service you requested and to deal with claims. Your personal information may also be used for other purposes that are set out in our Privacy Policy. You may choose to not give us your personal information. However, not giving us your personal information may affect our ability to provide you with a product or service, including processing a claim.

### Further information

We may disclose your personal information to:

- our related entities
- our service providers – which includes some service providers that may be based overseas, and
- other parties as set out in our Privacy policy.

Our Privacy Policy provides more information about how we collect, from whom we collect and how we hold, use and disclose your personal information. Our Privacy Policy also provides information about how you can:

- access your personal information
- ask us to correct your personal information, and
- complain about a breach of the privacy principles set out in the Privacy Act 1988(Cth) and how we will deal with your complaint.

To get a free copy of our Privacy Policy:

- Call us on 13 24 81
- Visit [cgu.com.au/privacy](http://cgu.com.au/privacy)

### Your consent

You agree to us collecting, holding, using and disclosing your personal information as set out in our Privacy Policy when you:

- provide us with your personal information, or
- apply for, use or renew any of our products or services.

## Fraud hotline

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

Help stop insurance fraud by calling our hotline:

1800 A FRAUD – 1800 237 283.

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

## Motor Vehicle Insurance Repair and Code of Conduct

This Code aims to promote a transparent, informed, effective and co-operative relationships between smash repairers and insurance companies based on mutual respect and open communication. We support the Code and are committed to continually reviewing our operations to make sure we comply with it.

Generally, we use the following parts to repair your Vehicle. If your Vehicle is:

- under 3 years, we use genuine new parts (when reasonably available)
- 3 years or older, we use:
  - genuine new parts, or
  - quality non-mechanical reusable parts.

Regardless of your Vehicle's age, we may use non-genuine parts for windscreens, sunroofs, window glass, radiators and air conditioning components.

We only use quality non-mechanical reusable parts when it:

- Is consistent with the age and condition of your Vehicle;
- Does not affect the safety or the structural integrity of your Vehicle;
- Complies with your Vehicle manufacturer's specifications and applicable Australian Design Rules;

- Does not adversely affect the way your Vehicle looks after it has been repaired; and
- Does not void or affect the warrant provided by your Vehicle's manufacturer.

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

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

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

## Farm Insurance Policy – terms and conditions

### Our agreement with you

If you have paid, or agreed to pay us the Premium, we will cover you in accordance with the terms and conditions of the policy that apply to the covers selected by you and specified in your Certificate of Insurance.

The insurance we provide in each Section of this Policy is subject to the terms, Specific Conditions, Specific Exclusions, and limits set out in that Section together with the General Definitions, The General Exclusions in Section 13, the General Conditions in Section 14, and any endorsements or clauses shown in your Certificate of Insurance.

You, or any other person insured under this policy, must comply with all applicable terms, conditions, exclusions, limits, clauses and endorsements, otherwise your claim may not be covered under this policy.

## Claim payment examples

These claim payment examples show you how a claim settlement is calculated based on some practical scenarios. Any claim settlement amount will depend on the facts of each case.

### Domestic house and contents claims examples

Claim Example 1: Repairing Your Home	
<b>Excess</b>	\$350
<b>Loss or Damage</b>	A storm damages the roof of your home building, and the cost of the repair is \$3,500
<b>How we settle your claim</b>	<ul style="list-style-type: none"> <li>• We will arrange for builders to repair your roof</li> <li>• We will pay the builder \$3,150</li> <li>• We will ask you to pay the builder the \$350 excess</li> </ul>

Claim Example 2: Replacing Your Home Contents	
<b>Excess</b>	\$350
<b>Loss or Damage</b>	Someone has stolen your laptop and TV from inside your home. The cost to replace them is \$5,000
<b>How we settle your claim</b>	<ul style="list-style-type: none"> <li>• We will pay our suppliers \$4,650 to replace your laptop and TV.</li> <li>• We will ask you to pay our suppliers the \$350 Excess.</li> </ul>

Claim Example 3: Replacing your Portable Contents	
<b>Excess</b>	\$350
<b>Loss or Damage</b>	You lose your 18ct yellow gold ring while swimming at the beach.
<b>How we settle your claim</b>	<ul style="list-style-type: none"> <li>• You will need to provide us with a current valuation certificate for the ring.</li> <li>• You will also need to provide us with 2 separate quotes to replace your ring based on the description in the valuation certificate.</li> <li>• We will settle your claim for your ring based on the most fair and reasonable quote you have provided us.</li> <li>• You need to pay us the \$350 basic Excess.</li> </ul>

Claim Example 4: Your Home and Contents are a Total Loss	
<b>Excess</b>	\$350
<b>Loss or Damage</b>	<p>Your home and contents are insured for their correct replacement value and are destroyed by fire.</p> <p>We agree to arrange temporary accommodation for the 6 months it will take to rebuild your home.</p>
<b>How we settle your claim</b>	<p>We choose to pay you directly for the damage. We pay you \$400,050 as follows:</p> <ul style="list-style-type: none"> <li>• Building Sum Insured \$300,000</li> <li>• Contents Sum Insured \$90,000</li> <li>• Less basic Excess \$350 <ul style="list-style-type: none"> <li>– Sub Total \$389,650</li> </ul> </li> <li>• Plus Temporary Accommodation \$10,400 <ul style="list-style-type: none"> <li>– Total \$400,050</li> </ul> </li> </ul>

Claim Example 5: Liability Claim at your Home	
<b>Excess</b>	\$350
<b>Loss or Damage</b>	A visitor falls over a loose tile in your kitchen and sprains their ankle. We or a court decide that you are liable to pay \$3,000 for the claim made against you by the visitor.
<b>How we settle your claim</b>	<ul style="list-style-type: none"> <li>• We pay the visitor \$3,000</li> <li>• We pay our lawyers \$500 to defend the claim on your behalf.</li> <li>• You pay us the \$350 Excess.</li> </ul>

## Motor vehicles claims examples

Claim Example 1: Repairing your Vehicle	
Excess	\$650
Loss or Damage	<p>You have a crash with another vehicle. Your vehicle is towed from the scene of the accident to a repairer. The towing cost is \$350</p> <p>We decide to repair your vehicle. The cost of the repairs is \$2,250</p>
How we settle your claim	<ul style="list-style-type: none"> <li>We pay the towing company \$350</li> <li>You need to pay the repairer the basic Excess of \$650</li> <li>We pay the repairer \$1,600</li> </ul>
Claim Example 2: Your Vehicle is a Total Loss	
Excess	\$650
Loss or Damage	<p>Your 22 year old son is driving your vehicle and has a crash with another vehicle. He was named as a driver on your policy.</p> <p>Your vehicle is towed from the scene of the accident to a repairer. The towing cost is \$300. We decide that your vehicle is a total loss. Also, when we assessed the incident, we find that your son was at fault.</p> <p>You pay your monthly instalments from your bank account.</p>
How we settle your claim	<ul style="list-style-type: none"> <li>We pay the towing company \$300</li> </ul> <p>We pay you \$12,830 as follows:</p> <ul style="list-style-type: none"> <li>Agreed Value \$14,200</li> <li>Less Basic Excess \$650</li> <li>Less age Excess \$500</li> <li>Less remaining unpaid monthly instalments \$220</li> </ul> <p>The cover for the Motor Vehicle ends and we keep the vehicle.</p>
Claim Example 3: Stolen Vehicle with a New Replacement Vehicle	
Excess	\$650
Loss or Damage	<p>Your Vehicle is stolen and not recovered. It was only 7 months old.</p> <p>You choose to replace your vehicle with a new one under "New Vehicle Additional Benefit"</p> <p>We arrange a hire car for you.</p>
How we settle your claim	<p>We arrange for:</p> <ul style="list-style-type: none"> <li>Your replacement vehicle</li> <li>New registration and CTP insurance for that Vehicle</li> <li>You to hire a car until we settle your claim for up to 21 days.</li> </ul> <p>You need to:</p> <ul style="list-style-type: none"> <li>Pay us your basic excess of \$650</li> </ul>

## Personal accident and illness claims examples

Claim Example 1: Personal Injury	
Excess Period	14 Days
Loss or Damage	<p>During the course of your work, you accidentally tripped and broken your leg. You have seen a doctor and had x-rays taken. You have been informed that your leg will be in a cast and will not be able to return to work for 10 weeks.</p>
How we settle your claim	<ul style="list-style-type: none"> <li>We pay up to 85% of your Average Weekly Earnings (85% of \$1,000 is \$850)</li> <li>You have been out of work for 10 weeks (\$850 x 10 = \$8,500)</li> <li>We deduct the 2 week Excess Period (\$8,500 - \$1,700 = \$6,800)</li> <li>We pay you \$6,800</li> </ul>
Claim Example 2: Personal Illness	
Excess Period	14 Days
Loss or Damage	<p>You have not been feeling well and decide to visit a doctor. During your consultation you have been diagnosed with galangal fever. The doctor informs you that you will be unable to work for 14 weeks while you recover.</p>
How we settle your claim	<ul style="list-style-type: none"> <li>We pay up to 85% of your Average Weekly Earnings (85% of \$1,000 is \$850)</li> <li>You have been out of work for 14 weeks (\$850 x 14 = \$11,900)</li> <li>We deduct the 2 week Excess Period (\$11,900 - \$1,700 = \$10,200)</li> <li>We pay you \$10,200</li> </ul>
Claim Example 3: Personal Accident & Illness with Capital Benefit	
Excess Period	14 Days
Loss or Damage	<p>At work you had an accident where a chemical has sprayed directly into your eyes. You have consulted a doctor who initially informed you that you will not be able to return to work for 7 weeks. However after further consultation and examination it turns out that you have total loss of all sight in both eyes.</p>
How we settle your claim	<ul style="list-style-type: none"> <li>We pay up to 85% of your Average Weekly Earnings (85% of \$1,000 is \$850)</li> <li>You have been out of work for 7 weeks (\$850 x 7 = \$5,950)</li> <li>We deduct the 2 week Excess Period (\$5,900 - \$1,700 = \$4,250)</li> <li>We pay you \$4,250</li> </ul> <p>We then decide you qualify for the Capital Benefit as you have total loss or sight in both eyes. We pay you the \$100,000 Capital Benefit.</p> <ul style="list-style-type: none"> <li>The total we pay you is \$104,250</li> </ul>

### Claim Example 4: Personal Accident with Motor Cycling Optional Cover

<b>Excess Period</b>	14 Days
<b>Loss or Damage</b>	Your favourite weekend hobby is riding your motor cycle. One weekend while out riding you had an accident and fell off your motor bike and broke your leg. You have consulted a doctor and have been told it would be 12 weeks before you can go back to work.
<b>How we settle your claim</b>	<ul style="list-style-type: none"> <li>We pay up to 85% of your Average Weekly Earnings (85% of \$1,000 is \$850)</li> <li>You have been out of work for 12 weeks (\$850 x 12 = \$10,200)</li> <li>We deduct the 2 week Excess Period ( \$10,200 - \$1,700 = \$8,500)</li> <li>We pay you \$8,500</li> </ul>

## General definitions

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

### Aircraft

Any vessel, craft, aerial device, or thing, designed to fly in, or through, the atmosphere or space, including air cushion vehicles.

### Business

Your business, trade, or profession, as specified in the Certificate of Insurance. Also refer to Section 6.1 for the definition applicable only to Section 6.

### Certificate of Insurance

The certificate issued by us which forms part of this policy and shows your policy number, the Premium, the insurance cover selected by you, and any special terms, limits, conditions, exclusions, or endorsements.

### Computer Virus

Unauthorised intrusive codes, programming, or computer code segment that is self replicating, requires a host program or executable disk segment in which it can be contained, and which destroys or alters the host program, other computer code, or data causing undesired program or computer system operations.

### Excess

The amount you have to pay towards the cost of any claim under this policy.

### Flood

The covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal;
- a dam.

### Indemnify

- Where the Property is lost or destroyed
  - in the case of a Building, the rebuilding; or
  - in the case of other Property, its replacement by similar property;
 

to a condition equal to but not better or more extensive than its condition at the time of loss or destruction; and
- where the Property is damaged, the repair and/or restoration of the Property to a condition substantially the same as but not better or more extensive than its condition at the time of damage.
 

Also refer to Section 10.1 for the definition applicable to Section 10.

### Period of Insurance

The period specified in the Certificate of Insurance.

### Premises

The Business premises specified in the Certificate of Insurance. Also refer to Section 2.1 for the definition applicable only to Section 2.

### Premium

The amount payable by you for the insurance provided by us under this policy.

### Property

The property specified in the Certificate of Insurance as being insured by this policy. Also refer to Section 4.1 and 5.1 for definitions applicable only to those Sections.

### Proposal

The form completed by you giving answers, particulars and statements in respect of the insurance required by you.

### Rainwater

Water falling from the atmosphere in the form of rain including rainwater run off over the surface of the land or which has escaped from public roadside gutters, but not inundation of normally dry land areas by the overflow of water from:

- the normal confines of any natural water course or lake whether or not altered or modified; or
- any reservoir, canal, dam, water tank, apparatus, or pipe.

### Reinstatement or Reinstatement

- Where the Property is lost or destroyed -
  - in the case of a Building, the rebuilding; or
  - in the case of other Property, its replacement by similar property;
 

to a condition equal to but not better or more extensive than its condition when new;
- where the Property is damaged, the repair and/or restoration of the Property to a condition substantially the same as but not better or more extensive than its condition when new; and
- the extra cost, including demolition, incurred subsequent to the loss, destruction, or damage, needed to comply with the requirements, at the time of Reinstatement, of
  - any statute or regulation made thereunder; or
  - any by-law or regulation of any municipal or other statutory authority;
 

to the extent that the Sum Insured is not otherwise exhausted.

**Sum Insured or Limit of Liability**

The amount specified in the Certificate of Insurance.

**we, us, or our**

Insurance Australia Limited ABN 11 000 016 722  
AFS Licence No. 227681.

**Watercraft**

Any vessel, craft, or thing, made or intended to float on or in or travel on or through water. Refer also to Section 2.1 for the definition applicable only to Section 2.

**you or your**

Each person, company, or other entity specified in the Certificate of Insurance as being insured under this policy. Also refer to Section 6.1 for the definition applicable only to Section 6.

# Section 1

## Fire and other defined events

### 1.1 Definitions

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

**Building**

Any building specified in the Certificate of Insurance, at the Premises, including –

- a) attached water tanks, grain silos, feed silos, or stockyards, owned by you or for which you are legally responsible; and
- b) all landlord's fixtures and fittings for which you are legally responsible.

**Contents**

Plant, machinery, equipment, seed, fertiliser, and all other contents, owned by you or for which you are legally responsible, at the Premises, but not –

- a) motor vehicles, caravans, trailers, Aircraft, or Watercraft, or their attached accessories; or
- b) property more specifically insurable under Section 1 or Section 2 of this policy.

**Fencing**

The sub-divisional, boundary, and free-standing stockyard fencing specified in the Certificate of Insurance –

- a) at the Premises; and
- b) owned or shared by you or for which you are legally responsible.

**Hay**

Baled or stacked hay –

- a) at the Premises; and
- b) owned by you or for which you are legally responsible.

**Livestock**

The livestock specified in the Certificate of Insurance –

- a) at the Premises; and

- b) owned by you or for which you are legally responsible.

**Machinery**

The machinery specified in the Certificate of Insurance –

- a) used in connection with the Business;
- b) owned by you or for which you are legally responsible; and
- c) while anywhere in the Commonwealth of Australia.

**Miscellaneous Structures**

All structures not otherwise insured, including free-standing water or fuel tanks (including fuel), grain silos, feed silos, windmills, and satellite dishes –

- a) at the Premises; and
- b) owned by you or for which you are legally responsible.

**Mobile Agricultural Machinery**

The self-propelled agricultural machinery, and implements capable of being towed, specified in the Certificate of Insurance –

- a) used in connection with the Business;
- b) owned by you or for which you are legally responsible; and
- c) while anywhere in the Commonwealth of Australia.

**Produce**

Fruit, vegetables, crops, and other produce –

- a) stored at the Premises; and
- b) owned by you or for which you are legally responsible; but only after being picked or harvested.

**Produce Bins**

Bins used for the bulk storage of Produce –

- a) at the Premises; and
- b) owned by you or for which you are legally responsible.

**Wires, Poles and Irrigation Equipment**

Any –

- a) electric power wires and poles;
- b) telephone wires and poles; and
- c) irrigation equipment;

owned by you or for which you are legally responsible, at the Premises.

**Working Dogs**

The dogs specified in the Certificate of Insurance -

- a) used in connection with the Business;
- b) owned by you or for which you are legally responsible; and
- c) while anywhere in the Commonwealth of Australia.

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

## 1.2 Defined events

If your Certificate of Insurance indicates that you have taken out insurance under Section 1, we insure you against the Property specified in Table A being lost, destroyed, or damaged by one or more of the particular Defined Events noted opposite in Table A, occurring during the Period of Insurance. The Defined Events are set out in full in Table B. We do not insure you for those matters set out under We Will Not Pay in Table B.

**Table A**

Property	Defined Events Applicable
<b>Building</b> <b>Contents</b> <b>Miscellaneous Structures</b>	<ul style="list-style-type: none"> <li>1.2(1) Fire</li> <li>1.2(2) Lightning or Thunderbolt</li> <li>1.2(3) Explosion</li> <li>1.2(4) Earthquake</li> <li>1.2(5) Riots and Strikes</li> <li>1.2(6) Escape of Liquids</li> <li>1.2(7) Impact by vehicles or animals</li> <li>1.2(8) Impact by trees, Watercraft, Aircraft</li> <li>1.2(9) Vandalism or Malicious Damage</li> <li>1.2(10) Storm or Rainwater</li> </ul> <p>and if specified, the Optional Cover in Section 1.6(1) Accidental Damage.</p>
<b>Hay</b> <b>Wires, Poles and Irrigation Equipment</b>	<ul style="list-style-type: none"> <li>1.2(1) Fire</li> <li>1.2(2) Lightning or Thunderbolt</li> <li>1.2(3) Explosion</li> <li>1.2(4) Earthquake</li> <li>1.2(5) Riots and Strikes</li> <li>1.2(6) Escape of Liquids</li> <li>1.2(7) Impact by vehicles or animals</li> <li>1.2(8) Impact by trees, Watercraft, Aircraft</li> <li>1.2(9) Vandalism or Malicious Damage</li> <li>1.2(10) Storm or Rainwater</li> </ul>
<b>Machinery</b> <b>Mobile Agricultural Machinery</b> <b>Produce</b> <b>Produce Bins</b>	<ul style="list-style-type: none"> <li>1.2(1) Fire</li> <li>1.2(2) Lightning or Thunderbolt</li> <li>1.2(3) Explosion</li> <li>1.2(4) Earthquake</li> <li>1.2(5) Riots and Strikes</li> <li>1.2(6) Escape of Liquids</li> <li>1.2(7) Impact by vehicles or animals</li> <li>1.2(8) Impact by trees, Watercraft, Aircraft</li> <li>1.2(9) Vandalism or Malicious Damage</li> <li>1.2(10) Storm or Rainwater</li> </ul>

<b>Fencing</b>	<ul style="list-style-type: none"> <li>1.2(1) Fire</li> <li>1.2(2) Lightning or Thunderbolt</li> <li>1.2(3) Explosion</li> <li>1.2(4) Earthquake</li> <li>1.2(5) Riots and Strikes</li> <li>1.2(7) Impact by vehicles or animals</li> <li>1.2(8) Impact by trees, Watercraft, Aircraft</li> <li>1.2(9) Vandalism or Malicious Damage</li> </ul>
<b>Livestock</b>	<ul style="list-style-type: none"> <li>1.2(1) Fire</li> <li>1.2(2) Lightning or Thunderbolt</li> <li>1.2(3) Explosion</li> <li>1.2(4) Earthquake</li> <li>1.2(5) Riots and Strikes</li> <li>1.2(7) Impact by vehicles or animals</li> <li>1.2(8) Impact by trees, Watercraft, Aircraft</li> <li>1.2(9) Vandalism or Malicious Damage</li> <li>1.2(10) Storm or Rainwater</li> </ul>
<b>Working Dogs</b>	<ul style="list-style-type: none"> <li>1.2(1) Fire</li> <li>1.2(2) Lightning or Thunderbolt</li> <li>1.2(3) Explosion</li> <li>1.2(4) Earthquake</li> <li>1.2(7) Impact by vehicles or animals</li> <li>1.2(8) Impact by trees, Watercraft, Aircraft</li> <li>1.2(10) Storm or Rainwater</li> </ul>

**Table B**

Defined Event	We Will Not Pay Refer also to the Specific Exclusions in Section 1.5 and the General Exclusions in Section 13
<b>1. Fire</b>	<p>We will not pay for loss, destruction, or damage -</p> <ol style="list-style-type: none"> <li>to the Property, where the Property is undergoing any process involving the application of heat; or</li> <li>caused by the Property's own spontaneous combustion, except for the spontaneous combustion of Hay.</li> </ol>
<b>2. Lightning or Thunderbolt</b>	
<b>3. Explosion</b>	<p>We will not pay for loss, destruction, or damage to boilers and their contents, except for domestic boilers, domestic economisers, or domestic vessels under pressure that do not require a certificate to be issued under the terms of any statute or regulation.</p>
<b>4. Earthquake, Subterranean Fire, or Volcanic Eruption</b>	<p>We will not pay the first 1% of the total Sum Insured or \$20,000 whichever is the lesser, subject to a minimum of \$250, for loss, destruction, or damage to the Property during any period of 72 consecutive hours.</p>

<b>5. Riots, Strikes and Civil Commotion</b>	
<b>6. Escape of Liquids as a result of bursting, leaking, discharging, or overflowing of pipes, tanks, fixed room heating, or water apparatus</b>	We will not pay - a) for loss, destruction, or damage to the pipes, tanks, fixed room heating, or water apparatus themselves; or b) more than \$5,000 for the cost of - i. locating the cause of the loss, destruction, or damage; and ii. rectification of paths or driveways, immediately surrounding and adjoining the Buildings, if damaged while locating the cause.
<b>7. Impact</b> by vehicles or animals	We will not pay for loss, destruction, or damage to fencing, stockyards, or animals, caused by animals.
<b>8. Impact by trees, Watercraft, or Aircraft and other aerial devices, including space debris, whether artificially created or not, and articles dropped from them</b>	We will not pay for loss, destruction, or damage caused by the impact of trees or parts thereof as a result of felling or lopping trees.
<b>9. Vandalism or Malicious Damage</b>	We will not pay for: a) loss, destruction or damage caused by tenants or share farmers; or b) theft of property;  In consideration of the above, Additional Benefit 1.4(2)(f) - Loss to you as Owner or Landlord is deleted.
<b>10. Storm or Rainwater</b>	We will not pay for loss, destruction, or damage - a) to Produce, Hay, Livestock, or Working Dogs in the open air; b) to gates, fences, retaining and free standing walls whether or not forming part of the Building, textile awnings, shade cloth, blinds, signs, glasshouses, hot houses, igloos, flimsies, and the like; c) to the Property in the open air unless that Property comprises, or is part of, a permanent structure designed to function without the protection of walls or a roof; or d) caused by water seeping or percolating through a wall, roof, or floor.

## 1.3 Settlement

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

### Settlement basis

#### 1. Mobile Agricultural Machinery

For Mobile Agricultural Machinery we will Indemnify you.

#### 2. Miscellaneous Structures

We will pay up to \$3,000 for any one Miscellaneous Structure unless a Sum Insured for the Miscellaneous Structure is specified in the Certificate of Insurance. We will Reinstate the Miscellaneous Structure on the basis set out in Section 1.3(3).

#### 3. All other Property

a) We will Reinstate the Property but only if -

- i. replacement, rebuilding, or repair is carried out within a reasonable time. This may be at another site providing our liability is not thereby increased;
- ii. any repair costs do not exceed the Reinstatement costs had the Property been totally lost or destroyed;

iii. a sum equal to the cost of Reinstatement has actually been incurred; and

iv. all other insurances in respect of the Property have the same Reinstatement wording;

otherwise we will Indemnify you.

b) We are not bound to Reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner.

c) Where any state, local, or other statutory authority, permits the Reinstatement of a Building but only subject to -

i. a reduced plot ratio; or

ii. the payment of certain fees, contributions, or impost; we will pay, in addition to any amount payable for Reinstatement -

iii. the difference between the actual cost of Reinstatement incurred in accordance with the reduced plot ratio and the cost of Reinstatement which would have been incurred had a reduced plot ratio not been applicable and any payment of the difference will be made as soon as the difference is ascertained and certified by the architect acting on your behalf in the Reinstatement of the Building; and

iv. the fee, contribution, or other impost payable to any state, local, or other statutory authority, where such fee, contribution, or impost is a condition precedent to the obtaining of consent to Reinstate the Building.

d) The Under Insurance provision in Section 1.3(8) -

i. applies separately to each individual item of Property; and

ii. does not apply to the extra cost described in paragraph (c) of the General Definition of "Reinstatement".

4. Patterns or Designs

We will not pay more than 5% of the Sum Insured on Contents for loss, destruction, or damage to patterns, models, moulds, plans, or designs.

5. Work of Art

We will not pay more than \$1,000 in value for any one item for loss, destruction, or damage to a curiosity or work of art.

6. Our Limit of Liability

Our liability is limited to the Sum Insured, less the stated Excess.

7. Automatic Reinstatement of the Sum Insured

Following the occurrence of loss, destruction, or damage, the Sum Insured is reinstated to the full amount specified in the Certificate of Insurance provided that you pay the appropriate extra Premium if required by us.

8. Under Insurance

If the Property is insured for less than 80% of its value, determined in accordance with the Property's Settlement Basis in Section 1.3(1), 1.3(2) or 1.3(3), at the time the insurance under this Section was taken out, renewed, extended, or varied we will only pay that portion of the claim which the Sum Insured bears to 80% of that value, in accordance with the formula -

$$\frac{\text{the amount of the loss, destruction, or damage X the Sum Insured}}{80\% \text{ of the value of the Property}}$$

Example:

Where the Property is valued at \$200,000 but only insured for \$100,000 and a loss of \$50,000 occurs, we will pay

$$\frac{\$50,000 \times \$100,000}{(80\% \text{ of } \$200,000)} = \$31,250$$

We will not pay \$18,750.

### 1.4 Additional benefits

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

Limits to Additional Benefits, in addition to the Sum Insured.

a) Professional Fees

We will pay up to -

- i. \$2,000; or
  - ii. the amount specified in the Certificate of Insurance;
- whichever is greater, for professional fees necessarily incurred in repairing or reinstating the Property but not for claims preparation.

b) Removal of Debris

We will pay up to -

- i. \$5,000; or
  - ii. the amount specified in the Certificate of Insurance;
- whichever is greater, for the cost of removal, storage, disposal, demolition, or dismantling of debris, or removal of dead Livestock.

c) Temporary Repair

We will pay up to -

- i. \$5,000; or
  - ii. the amount specified in the Certificate of Insurance;
- whichever is greater, for the cost of shoring up, underpinning, propping, or other temporary repair of the Property.

d) Veterinary Fees

We will pay up to 20% of the Sum Insured for Livestock, for

- i. veterinary fees reasonably incurred to restore the health of Livestock; or
- ii. destruction costs reasonably incurred for the humane slaughter of Livestock;

as a result of a Defined Event applicable to Livestock in Section 1.2.

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

Limits to Additional Benefits, in addition to the Sum Insured unless otherwise stated.

a) Temporary Removal

If Contents, Hay, Livestock, Miscellaneous Structures, or Produce is specified as insured in the Certificate of Insurance, we will pay up to 10% of the Sum Insured for Contents, Hay, Livestock, Miscellaneous Structures, or Produce lost, destroyed, or damaged -

- i. while temporarily removed from the Premises to any other premises anywhere within the Commonwealth of Australia, including while in transit; and
- ii. caused by a Defined Event in Section 1.2.

The Sum Insured for the Contents, Hay, Livestock, Miscellaneous Structures, or Produce remaining at the Premises will be reduced accordingly for each item specified in the Certificate of Insurance.

b) Alterations and Additions

If you make alterations or additions to the Property during the Period of Insurance, we will increase the Sum Insured, for all Property other than Livestock or Hay by up to -

- i. 5% of the Sum Insured; or
  - ii. \$50,000;
- whichever is the lesser.

c) Fire Extinguishing Costs

We will pay up to -

- i. \$5,000; or
  - ii. the amount specified in the Certificate of Insurance;
- whichever is greater, for the cost of -
- iii. the wages of your employees other than full time members of a works fire brigade;
  - iv. replenishment of fire fighting appliances; and
  - v. employees' clothing and personal effects not more specifically insured under this policy or any other policy of insurance;

resulting from fire at or in the immediate vicinity of the Premises.

- d) Cost of Re-writing Record Books
- We will pay up to -
- i. \$2,000; or
  - ii. the amount specified in the Certificate of Insurance;
- whichever is greater, for the cost of re-writing your records and books of account lost, destroyed, or damaged as a result of a Defined Event in Section 1.2.

- e) Directors' and Employees' Personal Property
- We will pay up to -
- i. \$500 in respect of any one director or employee; and
  - ii. a total of \$2,000;
- in total, during the Period of Insurance for the cost of directors' and employees' tools of trade and personal property, other than money -
- iii. on the Premises;
  - iv. used in connection with the Business; and
  - v. lost, destroyed, or damaged as a result of a Defined Event in Section 1.2

- f) Loss to you as Owner or Landlord
- i. We will pay up to \$1,000 in total, during the Period of Insurance for loss to you, as owner or landlord, arising from damage to the Building, caused by theft or attempted theft.
  - ii. We will not pay for damage -
    - (A) to glass; or
    - (B) which is covered under any other policy of insurance, or Section 5 of this policy.

- g) Fusion
- i. We will pay up to \$400 for electrical damage to electrical motors up to 2kw, where such damage is caused by the burning out of the motor by an electric current, in -
    - (A) portable tools and equipment;
    - (B) fixed machinery; or
    - (C) pumps;
 used in the Business.
  - ii. Each claim is subject to an Excess of \$50.
  - iii. We will not pay for damage to -
    - (A) refrigeration or airconditioning equipment;
    - (B) submersible or turbine pumps;
    - (C) dairy machinery; or
    - (D) irrigation equipment.

3. If you have insured Livestock under Section 1, we will extend your insurance to include the following Additional Benefits.

- a) Theft of Livestock
- We will pay up to -
- i. \$2,000; or
  - ii. the amount specified in the Certificate of Insurance;
- whichever is the lesser, in total, during the Period of Insurance, for theft of the Livestock from the Premises.

Each claim is subject to an Excess of \$100.

- b) Stray Dogs Attacking Livestock
- We will pay up to -
- i. \$2,000; or
  - ii. the amount specified in the Certificate of Insurance;
- whichever is the lesser, in total, during the Period of Insurance, for the death, or humane slaughter following veterinary advice, of the Livestock, resulting from attack by dogs not owned by you or under your control, at the Premises.

Each claim is subject to an excess of \$100.

4. If you have insured Mobile Agricultural Machinery under Section 1, we will extend your insurance to include the following Additional Benefit.
- a) Theft of Mobile Agricultural Machinery
- We will pay up to -
- i. \$250,000; or
  - ii. the amount specified in the Certificate of Insurance;
- whichever is the lesser, in total, during the Period of Insurance, for theft of the Mobile Agricultural Machinery, anywhere in the Commonwealth of Australia.
- Each claim is subject to an Excess of \$250.

## 1.5 Specific exclusions

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

### Excluded circumstances

1. Sea
 

We will not pay for loss, destruction, or damage caused directly or indirectly by the action of the sea, tidal wave, or tsunami.
2. Earth Movement
 

We will not pay for loss, destruction, or damage caused directly or indirectly by erosion, subsidence, landslide, or other earth movement.
3. Flood
 

We will not pay for loss, destruction, or damage caused directly or indirectly by Flood.
4. Hazardous Goods
 

We will not pay for loss, destruction, or damage caused directly or indirectly from circumstances where you are in breach of any law, by-law, municipal or other public body regulation dealing with the storage of hazardous goods on the Premises.
5. Cessation of Work
 

We will not pay for loss, destruction, or damage caused directly or indirectly by cessation of work.
6. Documents or Business Books
 

We will not pay for loss, destruction, or damage to documents, manuscripts, or business books except for the cost of re-writing your records and books of account as provided for in Section 1.4(2)(d).

## 7. Jewellery or Furs

We will not pay for loss, destruction, or damage to jewellery, precious stones, precious metals, bullion, furs, or stamps.

## 8. Explosives

We will not pay for loss, destruction, or damage to explosives.

Also refer to the General Exclusions in Section 13 which are applicable to Section 1.

# 1.6 Optional covers

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

## Details of cover

### 1. Accidental Damage

- a) We insure you against the Property specified in Table A of Section 1.2, at the Premises being unintentionally and unexpectedly lost, destroyed, or damaged during the Period of Insurance by the additional Defined Event - Accidental Damage.
- b) We will not pay for loss, destruction, or damage caused by or resulting from -
  - i. any Defined Event in Section 1.2;
  - ii. civil commotion, or locked-out workers;
  - iii. the Property's own spontaneous combustion, fermentation, or heating;
  - iv. burglary, theft, armed hold up, kidnapping, bomb threat, sabotage, extortion, or any threat or attempt thereof;
  - v. any fraudulent or dishonest acts by your employees;
  - vi. clerical or accounting errors, or unexplained inventory shortage or disappearance;
  - vii. shortages in the supply or delivery of materials to, or by, you;
  - viii. the action of birds, moths, termites or other insects, vermin, rust or oxidation, mildew, mould, wet or dry rot, corrosion, dampness or dryness of atmosphere, or other variation in temperature, action of light, shrinkage, evaporation, contamination, disease, inherent vice or latent defect, adjusting or servicing operations, loss of weight, change in flavour, colour, texture, or finish;
  - ix. smoke, smut, sludge, or chemicals from industrial or agricultural operations but we will pay for sudden and unforeseen damage resulting therefrom;
  - x. dust, sand, mud, or smog, but we will pay for sudden and unforeseen damage resulting therefrom;
  - xi. wear, tear, fading, breakage of fragile articles, scratching or marring, gradual deterioration or developing flaws, cost of normal upkeep or making good.
  - xii. failure of, or error or omission in design, plan, specification, or testing;
  - xiii. incorrect siting of buildings, as a result of incorrect design or specification;

xiv. faulty materials or faulty workmanship;

xv. normal settling, seepage, creeping, heaving, vibration, shrinkage or expansion in buildings, foundations, walls, roofs, ceilings, floors, pavements, roads, and other structural improvements;

xvi. electrical or magnetic injury, disturbance, or erasure of electronic recordings;

xvii. data processing or media failure or breakdown, or malfunction of the processing system;

xviii. Computer Virus;

xix. mechanical, electrical, electronic breakdown or failure or derangement, or boiler or pressure vessel explosion or implosion, but this exclusion is limited to the machine, equipment, boiler or pressure vessel immediately or directly affected;

xx. failure of the supply of water, gas, electricity, or fuel;

xxi. any order of any government or public or local authority including the confiscation, nationalisation, requisition, or damage of any property; or

xxii. any other event more specifically excluded in this Section 1 or in the General Exclusions in Section 13.

### c) We will not pay for loss, destruction, or damage to -

i. money;

ii. any property in transit;

iii. Aircraft or Watercraft of every kind and description, or property contained therein;

iv. registered motor vehicles or trailers, or property contained therein;

v. railways, locomotive or rolling stock, or property contained therein;

vi. growing crops or standing timber, shrubs, or pastures;

vii. animals, birds, fish, or any other living thing;

viii. the Property arising out of renovation, repair, installation, testing, alteration, or the Property undergoing construction or erection;

ix. land, dams, reservoirs, canals, tunnels, bridges, docks, piers or wharves not forming part of a building;

x. property during the course of and as the result of its processing; or

xi. glass.

### 2. Death of Working Dogs

#### a) We will pay up to -

i. the sale value of the Working Dog; or

ii. the amount specified in the Certificate of Insurance;

whichever is the lesser, for the death of any Working Dog specified in the Certificate of Insurance, caused by or resulting from accident, illness, disease, or humane slaughter following veterinary advice, anywhere in the Commonwealth of Australia.

- b) We will not pay for the death of any Working Dog -
  - i. caused by or resulting from pregnancy or inoculation;
  - ii. which is less than three months of age or greater than ten years of age; or
  - iii. which was of unsound health or was suffering from injury, illness or disease at the time of commencement of this insurance.
- c) You must -
  - i. release to us details of veterinary records we may require that relate to your claim;
  - ii. allow us, if reasonably required, to carry out a post mortem of the Working Dog at our expense, by a veterinary surgeon of our choice;
  - iii. advise us of the death of the Working Dog within 12 hours of your discovery of such death; and
  - iv. not dispose of any carcass until 24 hours after you have notified us of the death.

## Section 2

### Domestic house and contents

#### 2.1 Definitions

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

##### **Contents**

Any of the following items owned by you, or by a member of your family ordinarily residing with you, or for which you are legally responsible and while in the Home Building or at the Premises -

- a) furniture and furnishings;
- b) floor rugs, carpets, and vinyls, whether fixed or unfixed;
- c) household goods and garden equipment;
- d) clothing, personal belongings, sporting, recreational and hobby equipment;
- e) curtains and internal blinds;
- f) above ground swimming pools, spas, and saunas that are not permanently fixed;
- g) accessories or spare parts to a Motor Vehicle, aircraft, or Watercraft but only while not attached to a Motor Vehicle, aircraft, or Watercraft;
- h) money, negotiable instruments, or bullion;
- i) property used in connection with your Business or occupation carried on in a surgery or office in the Home Building;
- j) equipment or tools used in a business or occupation;
- k) pictures, works of art, curios, documents, furs, musical instruments, watches, jewellery, unset precious stones, gold, and silver articles, and collections of any kind;
- l) audio and video recordings including CD's and laser discs;
- m) computers and associated equipment including printers, scanners, and software;
- n) specified items which are separately specified in the Certificate of Insurance; and
- o) if you are a tenant in the Home Building, fixtures that are not landlord's fixtures;

but not including -

- p) any item included under the definition of Home Building in Section 2.1;
- q) landscaping, trees, plants, or shrubs in the ground;
- r) birds, animals, or fish; or
- s) Motor Vehicles, aircraft, or Watercraft including accessories attached to them.

##### **Home Building**

The buildings at the Premises used principally and primarily as a place of residence including -

- a) offices and surgeries;
- b) outbuildings, fixtures, and structural improvements used for domestic purposes;

- c) services, whether underground or not, for which you are legally responsible;
  - d) retaining walls, fences, and gates;
  - e) cemented, bitumen, or asphalted paths or driveways, terraces, wells, bores and pergolas;
  - f) permanently fixed spas, saunas, barbecues, clothes lines, room heaters, stoves, air conditioners, fans, light fittings, hot water services, in ground swimming pools, water tanks, and stands;
  - g) exterior blinds and awnings;
  - h) built in furniture;
  - i) meter boxes, television aerials, radio aerials and their masts and fittings; and
  - j) fixed wall, ceiling, and floor coverings;
- but not including -
- k) carpets, vinyls, or floor rugs whether fixed or not;
  - l) trees, plants, shrubs, or landscaping;
  - m) a building used as a hotel, motel, or boarding house;
  - n) a building that is in the course of construction;
  - o) a temporary building or structure; or
  - p) a caravan, whether fixed to the Premises or not.

**Motor Vehicle**

A vehicle powered by other than animal power that is designed to travel by road, track, or cross country, including a trailer or caravan.

**Open Air**

Any place within -

- a) the Premises that are not within an entirely walled and roofed building capable of being locked; or
- b) any Motor Vehicle or Watercraft at the Premises whether locked or not.

**Premises**

The land specified in the Certificate of Insurance on which the Home Building or Contents are situated, including your road verge and street lawns.

**Watercraft**

Any vessel, craft, or thing made or intended to float on, or in, or travel through water, including a hovercraft but not including -

- a) a surfboard less than three metres in length;
- b) a surf mat;
- c) water skis; or
- d) a permanently moored pontoon.

Also refer to the [General Definitions](#) which are applicable to Section 2.

## 2.2 Defined events

If your Certificate of Insurance indicates that you have taken out insurance under Section 2, we insure you against loss, destruction, or damage occurring to the Home Building or Contents by one or more of the Defined Events listed below during the Period of Insurance except as stated under We Will Not Pay.

Defined Event	We Will Not Pay Refer also to the Specific Exclusions in Section 2.5 and the General Exclusions in Section 13
<b>1. Fire or Explosion</b>	We will not pay for loss, destruction, or damage - <ul style="list-style-type: none"> <li>a) where the Home Building is unoccupied at the time of the loss, destruction, or damage and had been unoccupied for a continuous period of 90 days or more;</li> <li>b) to the Property, where the Property is undergoing any process involving the application of heat; or</li> <li>c) caused by the Property's own spontaneous combustion.</li> </ul>
<b>2. Lightning or Thunderbolt</b>	We will not pay for loss, destruction, or damage unless caused by a direct strike to the Premises or their immediate vicinity.
<b>3. Earthquake, including volcanic eruption</b>	We will not pay the first \$1,000 for loss, destruction, or damage to the Home Building or Contents occurring during any period of 48 consecutive hours.
<b>4. Storm or Rainwater</b>	We will not pay - <ul style="list-style-type: none"> <li>a) more than \$1,000 for loss, destruction, or damage to Contents while in the Open Air;</li> <li>b) for loss, destruction, or damage caused by -               <ul style="list-style-type: none"> <li>i. water entering through any opening not made by the storm, except water entering from the overflowing of a road drain, street gutter, or other drainage system external to the Premises;</li> <li>ii. water or wind entering the Home Building as a result of structural defects, faulty design, faulty workmanship, or lack of proper maintenance to the Home Building;</li> <li>iii. water or wind entering the Home Building through an open window or door;</li> <li>iv. action of the sea or high water;</li> <li>v. erosion, landslide, subsidence, or any earth movement; or</li> <li>vi. the effects of a named cyclone occurring within 48 hours from 4.00pm on the day insurance under Section 2 was requested; or</li> </ul> </li> <li>c) for loss, destruction, or damage to glasshouses.</li> </ul>

<b>5. Malicious Acts</b>	<p>We will not pay for loss, destruction, or damage -</p> <ul style="list-style-type: none"> <li>a) caused by a tenant, a boarder, a person usually living in the Home Building or a person lawfully at the Premises; or</li> <li>b) where the Home Building is unoccupied at the time of the loss, destruction, or damage and had been unoccupied for a continuous period of 90 days or more.</li> </ul>
<b>6. Theft, Burglary, or Housebreaking (actual or attempted)</b>	<ul style="list-style-type: none"> <li>a) We will not pay more than - <ul style="list-style-type: none"> <li>i. \$1,000 for theft of Contents while in the Open Air; or</li> <li>ii. \$250 for theft or \$500 for burglary/housebreaking, of money, negotiable instruments, or bullion.</li> </ul> </li> <li>b) We will not pay for loss, destruction, or damage - <ul style="list-style-type: none"> <li>i. caused by a tenant, a boarder, a person usually living in the Home Building or a person lawfully at the Premises; or</li> <li>ii. where the Home Building is unoccupied at the time of the loss, destruction, or damage and had been unoccupied for a continuous period of 90 days or more.</li> </ul> </li> </ul>
<b>7. Escape of Liquid as a result of bursting, leaking, discharging, or overflowing of fixed domestic apparatus, tanks, or pipes</b>	<p>We will not pay for loss, destruction, or damage -</p> <ul style="list-style-type: none"> <li>a) to the fixed domestic apparatus, tank, or pipe itself; or</li> <li>b) caused by the escape of water from any shower alcove or recess.</li> </ul>
<b>8. Riot and Civil Commotion</b>	
<b>9. Impact by animals</b>	<p>We will not pay for loss, destruction, or damage caused by an animal kept at the Premises.</p>
<b>10. Impact by a falling tree or branch, or mast or aerial</b>	<p>We will not pay for -</p> <ul style="list-style-type: none"> <li>a) loss, destruction, or damage caused - <ul style="list-style-type: none"> <li>i. by felling or lopping trees by you or for you; or</li> <li>ii. to the mast or aerial; or</li> </ul> </li> <li>b) the cost of removing the tree or part of the tree, except those parts needing to be removed in order to repair the loss, destruction, or damage</li> </ul>
<b>11. Impact by:</b> <ul style="list-style-type: none"> <li>a) Motor Vehicle or Watercraft;</li> <li>b) aircraft or debris falling from an aircraft, rocket, or satellite; or</li> <li>c) space debris</li> </ul>	

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

## 2.3 Settlement

If you have a valid claim under Section 2, we will pay for, or at our option and as far as circumstances permit and in a reasonably sufficient manner reinstate, replace, or repair the Home Building or Contents, on the basis set out below.

### Settlement basis

#### 1. General Home Building

We will Reinstate the Home Building following loss, destruction, or damage.

#### 2. General Contents

We will Reinstate the Contents following loss, destruction, or damage.

#### 3. Fusion

We will pay for the repair of the item but you must pay a contribution towards the cost of parts and materials for repair of the electrical motor in accordance with the following scale -

- a) Property under 3 years from new – Nil
- b) Property 3 years old – 20% plus for each year after the 3 years – 10% up to a maximum contribution of 70%

#### 4. Floor Coverings or Curtains

For fixed wall, ceiling, or floor coverings or carpets, internal blinds or curtains, we will only pay for repairing or replacing the item, in the room in which the loss, destruction, or damage occurred.

#### 5. Escape of Liquids

We will pay -

- a) for damage to the Home Building and Contents; and
- b) the reasonable and necessary cost incurred in locating the source of the damage in the Home Building including rectification of paths or driveways, immediately surrounding and adjoining the Home Building, if damaged while locating the cause.

#### 6. Sets or Pairs of Items

Where you make a claim in relation to an item which forms part of a pair, suite, or set -

- a) we will pay the value of that one item; and
- b) we will not compensate you for a reduction in the value of the pair, suite or set.

#### 7. Accessories or Spare Parts

We will pay up to \$250 in total for loss, destruction, or damage to accessories or spare parts to a Motor Vehicle, aircraft, or Watercraft while at the Premises but not while attached to a Motor Vehicle, aircraft or Watercraft.

#### 8. Money, Bullion, or Negotiable Instruments

We will pay up to \$500 in total for loss, destruction, or damage to money, negotiable instruments or bullion, except where the loss, destruction, or damage is caused by theft when we will pay up to \$250.

#### 9. Surgery or Office

We will pay up to \$5,000 in total for Contents owned by you and used in connection with your business or occupation carried on in a surgery or office in the Home Building but only if the loss, destruction, or damage occurred at the Premises.

#### 10. Equipment or Tools

We will pay up to \$750 in total for equipment or tools at the Premises and used in a business or occupation other than a business or occupation carried on in the Home Building.

#### 11. Works of Art, Jewellery, or Collections of any kind

We will pay up to -

- a) \$1,000 per item; or
- b) \$5,000 in total for all items;

whichever is the lesser, for loss, destruction, or damage to pictures, works of art, curios, documents, furs, musical instruments, watches, jewellery, unset precious stones, gold or silver articles, or coin, stamp or other collections of any kind, unless separately specified in the Certificate of Insurance.

#### 12. Audio or Video Recordings

We will pay up to \$1,000 in total for loss, destruction, or damage to audio or video recordings including CD's and laser discs, unless separately specified in the Certificate of Insurance.

#### 13. Computers

We will pay up to \$5,000 in total for loss, destruction, or damage to computers and associated equipment including printers, scanners, and software, unless separately specified in the Certificate of Insurance.

#### 14. Unavailability of Materials or Parts

We will match the existing materials or parts, however if the exact materials or parts are not available locally -

- a) we will not pay for -
  - i. any increased cost you may incur; or
  - ii. any freight where materials or parts are imported into Australia; and
- b) we will pay the last known cost of the existing materials or parts.

#### 15. Cash Settlement

- a) If we elect to cash settle for any item, we will pay the amount it will cost us to repair or replace that item.
- b) If you do not want us to repair or replace an item, we will cash settle for the amount you would have received for that item from a licensed second hand dealer.

#### 16. Our Limit of Liability

Our liability is limited to the Sum Insured, less the stated Excess.

#### 17. Automatic Reinstatement of the Sum Insured

Following the occurrence of loss, destruction, or damage, the Sum Insured is reinstated to the full amount specified in the Certificate of Insurance. You do not have to pay any extra Premium for the remainder of the Period of Insurance.

#### 18. Under Insurance

If your Property is insured for less than 80% of its Reinstatement value at the time the insurance under this Section was taken out, renewed, extended, or varied we will only pay that portion of the claim which the Sum Insured bears to 80% of that value, in accordance with the formula -

$$\frac{\text{Loss x the Sum Insured}}{80\% \text{ of the value of the Property}}$$

Example:

Where the Property is valued at \$200,000 but only insured for \$100,000 and a loss of \$50,000 occurs, we will pay

$$\frac{\$50,000 \times \$100,000}{\$200,000} = \$31,250$$

(80% of \$200,000)

We will not pay \$18,750.

## 2.4 Additional benefits

1. If you have a valid claim under Section 2 for loss, destruction, or damage to the Home Building, we will also insure you for the following Additional Benefits. You must obtain our written consent prior to any of the costs being incurred.

Limits to Additional Benefits, not in addition to Sum Insured unless otherwise stated

a) Professional Fees

We will pay for the cost of architects, consultants, or surveyors engaged in relation to the repair or replacement of the Home Building.

b) Mortgage Discharge

We will pay all costs associated with the discharge of a mortgage following settlement of a claim for total loss.

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

Limits to Additional Benefits, not in addition to Sum Insured unless otherwise stated

a) Landlord's Fixtures and Fittings

We will pay up to 10% of the Home Building Sum Insured or \$10,000, whichever is the lesser, for loss, destruction, or damage to your fixtures, fittings, furnishings, or carpets which are in your Home Building for use by your tenants.

3. If you are insured under Section 2 for loss, destruction, or damage to Contents, we will extend your insurance to include the following Additional Benefits. You must obtain our written consent prior to any of the costs being incurred.

Limits to Additional Benefits, not in addition to Sum Insured unless otherwise stated

a) Refrigerated Foods

We will pay up to a total of \$1,000 for the cost of replacing refrigerated foods which have become inedible as a consequence of mechanical or electrical breakdown of the refrigerator or freezer unit.

b) Credit Cards

We will pay up to a total of \$500 irrespective of the number of credit cards used, for the liability you incurred as a result of the unauthorised use of a credit card issued to you provided that -

- i. you complied with all the conditions that apply in relation to each credit card; and
- ii. the unauthorised use was not by a member of your family or by a person ordinarily residing with you.

c) Visitors' and Guests' Contents

We will pay, irrespective of the number of visitors or guests, up to a total of \$500, in addition to the Sum Insured, for uninsured visitors' and guests' contents, other than money while in the Home Building.

d) Contents while Temporarily Removed

- i. We will pay up to 20% of the Sum Insured on Contents, for loss, destruction, or damage to Contents while temporarily removed from the Premises to anywhere in the Commonwealth of Australia for a period of up to 90 days.
- ii. We will not pay for -
  - (A) loss, destruction, or damage while in transit or while within any furniture store or salesroom; or
  - (B) theft, unless the theft results from violent and forcible entry into a building.

e) Students' Contents

- i. We will pay up to \$2,000 for any one event, unless separately specified in the Certificate of Insurance, for loss, destruction, or damage to Contents belonging to your children who ordinarily reside with you but are currently attending boarding school, college, or university on a full time basis, while the students' Contents are located in their living area being in a residential area of a boarding school, college, or university.
- ii. We will not pay for theft, unless the theft results from violent and forcible entry into a building.

f) Trees, Plants, or Shrubs

We will pay up to \$150 for any one item up to a maximum of \$500 during the Period of Insurance for trees, plants, or shrubs lost, destroyed, or damaged as a result of -

- i. Fire or Explosion in Section 2.2(1); or
- ii. Theft, Burglary, or Housebreaking in Section 2.2(6).

4. If you have a valid claim under Section 2 for loss, destruction, or damage to the Home Building or Contents, we will also insure you for the following Additional Benefits. You must obtain our written consent prior to any of the costs being incurred.

Limits to Additional Benefits, not in addition to Sum Insured unless otherwise stated

a) Emergency Accommodation and Loss of Rent

If the Home Building becomes unfit to live in, in addition to the Sum Insured we will cover you for the necessary and reasonable costs of:

- i. emergency accommodation, if you lived in the Home Building; or
- ii. loss of rent, if you had a tenant in the Home Building, up to a maximum of 12 months, or 10% of the Home Building Sum Insured, whichever is the lesser.

b) Extra Costs

We will pay for the reasonable incurred cost of temporary protection, demolition, and the removal and disposal of debris.

c) Replacing Locks or Barrels

We will pay up to a total of \$500 for the cost of recoding and if necessary, replacing locks or barrels if the keys to external door or window locks are stolen.

5. If you are insured under Section 2 we will extend your insurance to include all sums which you become legally liable to pay as compensation in respect of death, bodily injury, or property damage as a result of an accident occurring at the Premises, if the Home Building is insured, or anywhere in the Commonwealth of Australia, if Contents are insured, during the Period of Insurance.

Limits to Additional Benefits, not in addition to Sum Insured unless otherwise stated

- a) We will pay up to \$10,000,000 in respect for any one accident, including any number of related accidents from a single underlying cause or from a combination of related accidents in close sequence for -
- i. all claims made against you arising from that accident; and
  - ii. all legal costs and expenses incurred by you with our written consent or recoverable from you by a claimant.
- b) We will not pay for any liability caused by, arising out of, or in connection with -
- i. the ownership or control of a building or land other than at the Premises or a building hired for no longer than 24 hours solely to hold a personal, private, or family function;
  - ii. the use, control, or ownership of aircraft, or Watercraft, except models;
  - iii. vibration to, removal of, or interference with the support to land, buildings, or other property;
  - iv. any contract or agreement;
  - v. any profession, occupation, or business other than as landlord of the Home Building;
  - vi. any activities associated with hobby farming;
  - vii. property in your custody or control, except where the legal liability results from fire or, explosion of, or escape of liquid from the Home Building which is in your custody or control as a tenant or lessee;
  - viii. bodily injury resulting from a contagious, infectious, or communicable disease;
  - ix. the loading or unloading, use or ownership of Motor Vehicles, other than models, garden appliances, motorised wheelchairs, or golf buggies that do not require to be registered;
  - x. libel, slander, or defamation;
  - xi. asbestos;
  - xii. water skiing;
  - xiii. the seepage, discharge, dispersal, emission, release, or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any water course or body of water or the cost of removing, nullifying or cleaning up any such seepage, discharge, dispersal, emission, release, or escape; or
  - xiv. you providing or permitting the consumption of drugs of any kind.

- c) We will not pay for -
- i. legal liability to any member of your family or to any person who usually lives with you or with whom you usually live;
  - ii. legal liability to any person you employ under a contract of service or contract for services;
  - iii. legal liability in respect of which you are, or any other person is, required by any law to have in force at the time such liability is incurred, a policy of insurance;
  - iv. fines or penalties;
  - v. punitive, exemplary, or aggravated damages; or
  - vi. legal liability arising directly or indirectly out of or caused by fire which escapes after being lit by you or any person on your behalf in contravention of the provisions of any law, by-law or regulation of any government or local government body.

## 2.5 Specific exclusions

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

### Excluded circumstances

#### 1. Wear and Tear

We will not pay for loss, destruction, damage, or the incurring of a liability caused directly or indirectly by gradual deterioration, wear, tear, depreciation, rust, corrosion, wet rot, dry rot, mould, or mildew.

#### 2. Defective Work or Material

We will not pay for loss, destruction, damage, or the incurring of a liability caused directly or indirectly by defective work or materials.

#### 3. Error in Design

We will not pay for loss, destruction, damage, or the incurring of a liability caused directly or indirectly by fault, defect, error, or omission in design, plan, or specification.

#### 4. Insects, Vermin, or Birds

We will not pay for loss, destruction, damage, or the incurring of a liability caused directly or indirectly by insects, vermin, or birds.

#### 5. Alterations or Repairs

We will not pay for loss, destruction, damage, or the incurring of a liability caused directly or indirectly by alterations, additions, or repairs to the Home Building valued at more than \$20,000 at the time of commencement of such work.

#### 6. Lawful Seizure

We will not pay for loss, destruction, damage, or the incurring of a liability caused directly or indirectly by the lawful seizure, confiscation, nationalisation, or requisition of the Property.

#### 7. Flood

We will not pay for loss, destruction, or damage caused directly or indirectly by Flood.

Also refer to the General Exclusions in Section 13 which are applicable to Section 2.

## 2.6 Specific condition

If you elect to be insured under Section 2 of this policy, you must follow the specific conditions noted below otherwise we may deny any liability to pay any claim under Section 2.

### 1. Unoccupancy

You must advise us prior to leaving the Home Building unoccupied for a period of 90 days or more.

## 2.7 Optional covers

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

### Details of cover

#### 1. Accidental Damage

- a) We insure you against the Property being unintentionally and unexpectedly lost, destroyed, or damaged during the Period of Insurance by the additional Defined Event - Accidental Damage.
- b) We will not pay for loss, destruction, or damage caused by or resulting from -
  - i. alterations, additions, or repairs to the Home Building;
  - ii. atmospheric or climatic conditions;
  - iii. the action of light;
  - iv. shrinkage;
  - v. contamination;
  - vi. inherent vice or latent defect;
  - vii. adjusting, servicing, or repairing operations;
  - viii. scratching or marring;
  - ix. incorrect siting of the Home Building;
  - x. settling, seepage, creeping, heaving, vibration, shrinkage, or expansion of the Home Building;
  - xi. mechanical, electrical, or electronic breakdown, failure, or malfunction;
  - xii. Computer Virus;
  - xiii. any process of cleaning involving the application of chemicals;
  - xiv. explosion or bursting of firearm barrels;
  - xv. the actions of domestic pets;
  - xvi. developing flaws;
  - xvii. fraudulent or dishonest acts;
  - xviii. smoke, smut, sludge, or chemicals from industrial or agricultural operations except for sudden and unforeseen damage resulting therefrom;
  - xix. dust, sand, mud, or smog except for sudden and unforeseen damage resulting therefrom; or
  - xx. any of the Defined Events in Section 2.2, or any of the Additional Benefits in Section 2.4;
- c) We will not pay for loss, destruction, or damage to -
  - i. sporting equipment whilst in use;
  - ii. data media;

- iii. any Property in the Open Air;
- iv. money, negotiable instruments, or bullion;
- v. contact lenses, spectacles, or sunglasses; or
- vi. hearing aids or dentures.

#### 2. Unspecified Personal Property

- a) We will pay up to the amount specified in the Certificate of Insurance for loss, destruction, or damage, occurring anywhere in the Commonwealth of Australia during the Period of Insurance, to -
    - i. jewellery, watches, gold, and silver articles;
    - ii. television sets, video, and audio equipment;
    - iii. pocket calculators;
    - iv. photographic equipment, movie or video cameras, projectors, binoculars, telescopes, or microscopes;
    - v. sporting equipment while not in use;
    - vi. pictures, paintings, and prints;
    - vii. furs; or
    - viii. personal effects being items of clothing and personal belongings normally worn or carried by people but not including sporting equipment, guns, goods used for your business or trade, personal money, or credit cards.
  - b) If you have a valid claim we will at our option, either repair or replace the Property, or pay up to -
    - i. the amount it will cost us to repair or replace the Property; or
    - ii. the amount specified in the Certificate of Insurance for that Property;whichever is the lesser.
  - c) Our liability is limited to the Sum Insured, less the stated Excess.
  - d) Where you make a claim in relation to an item which forms part of a pair, suite or set we will -
    - i. pay the value of that one item; and
    - ii. not compensate you for a reduction in the value of the pair, suite or set.
  - e) We will not pay for loss, destruction, or damage arising from or in connection with -
    - i. any process of cleaning, repairing, restoring or renovating the Property;
    - ii. the action of light or atmospheric conditions;
    - iii. mechanical, electrical, or electronic breakdown or malfunction; or
    - iv. cracking, scratching, or breaking of china, marble, plastics, earthenware, or glass other than lenses.
- #### 3. Specified Personal Property
- a) We will pay up to the amount specified in the Certificate of Insurance for loss, destruction, or damage, occurring anywhere in the Commonwealth of Australia during the Period of Insurance, to personal property specified in the Certificate of Insurance.
  - b) If you have a valid claim we will at our option, either repair or replace the Property, or pay up to -
    - i. the amount it will cost us to repair or replace the Property; or

- ii. the amount specified in the Certificate of Insurance for that Property;
- whichever is the lesser.
- c) Our liability is limited to the Sum Insured, less the stated Excess.
  - d) Where you make a claim in relation to an item which forms part of a pair, suite or set we will -
    - i. pay the value of that one item; and
    - ii. not compensate you for a reduction in the value of the pair, suite or set.
  - e) We will not pay for loss, destruction, or damage arising from or in connection with -
    - i. any process of cleaning, repairing, restoring, or renovating the Property;
    - ii. the action of light or atmospheric conditions;
    - iii. mechanical, electrical, or electronic breakdown or malfunction; or
    - iv. cracking, scratching, or breaking of china, marble, plastics, earthenware, or glass other than lenses.
  - f) We will not pay for loss, destruction, or damage to -
    - i. Motor Vehicles, aircraft, or Watercraft, or their accessories;
    - ii. fishing equipment, firearms, sporting equipment, or musical instruments while they are actually being used;
    - iii. photographic film, audio or video cassettes or tapes;
    - iv. spectacles, contact or corneal lenses, resulting from you engaging in any form of body contact sport, swimming, or any water related activity; or
    - v. camping equipment and accessories, unless caused by fire, explosion, lightning, theft, or storm.

## Section 3

### Additional working costs

#### 3.1 Definitions

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

##### **Additional Working Costs**

The additional expenses incurred by you to maintain your normal Business activities on the same scale as the twelve months immediately preceding the loss, destruction, or damage.

##### **Indemnity Period**

The period beginning with the occurrence of the loss, destruction, or damage and ending not later than twelve months after such occurrence, during which period the Business is affected by such loss, destruction, or damage.

##### **Pastures**

Ground cover consisting of grass or herbage that is used, or is suitable for grazing of livestock.

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

#### 3.2 Defined events

If your Certificate of Insurance indicates that you have taken out insurance under Section 3, we insure you against the incurring of Additional Working Costs during the Indemnity Period, as a result of loss, destruction, or damage of -

1. your Pastures by fire; or
2. the Property insured under Section 1 Fire and Other Defined Events, as a result of a Defined Event in Section 1.2.

We do not insure you for those matters set out in the Specific Exclusions in Section 3.5 or the General Exclusions in Section 13.

#### 3.3 Settlement

If you have a valid claim under Section 3, we will pay you as set out below.

##### **Settlement basis**

1. Our Limit of Liability
  - Our liability is limited to the Sum Insured, less the stated Excess.

#### 3.4 Additional benefits

1. If you have a valid claim under Section 3, we will also insure you for the following Additional Benefit necessarily and reasonably incurred, but you must obtain our consent prior to any of the costs being incurred.

Limits to Additional Benefits, in addition to Sum Insured

- a) Professional Fees

We will pay up to \$1,500 for the reasonable costs of your auditors or accountants for producing and certifying any particular, detail, or proof, information, or evidence required for the preparation of a -

- i. claim under Additional Working Costs in Section 3; or
- ii. combined claim under Fire and Other Defined Events in Section 1 and Additional Working Costs in Section 3.

## 3.5 Specific exclusions

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

### Excluded circumstances

#### 1. Under Insurance

We will not pay for loss of any kind due to under insurance under any Section of this policy, or any other policy of insurance.

# Section 4

## Property in transit

### 4.1 Definitions

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

#### Property

- a) Goods intended for domestic use, not being furniture or personal effects; and
- b) livestock, equipment, produce and supplies, intended for use in, or produced by your Business, other than furniture, personal effects, or vehicles;  
owned by you or for which you are legally responsible.

#### Transit

From the time the Property commences to be loaded at the place of dispatch and continues during the normal course of transit until delivered and unloaded at the place of destination

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

### 4.2 Defined events

If your Certificate of Insurance indicates that you have taken out insurance under Section 4, we insure you against the Property being lost, destroyed, or damaged while in transit within the Commonwealth of Australia in or on a vehicle or trailer owned or driven by you, a member of your family or your employees, as a result of -

1. Fire, Flood, or Collision or Overturning of the vehicle or trailer carrying the Property; or
2. Theft following violent and forcible entry into the vehicle or trailer carrying the Property.

We do not insure you for those matters set out in the General Exclusions in Section 13.

### 4.3 Settlement

If you have a valid claim under Section 4, we will at our option pay for, reinstate, or repair the Property on the basis set out below.

#### Settlement basis

1. Property
  - a) Where Property is -
    - i. lost or destroyed, its replacement by similar Property to a condition equal to but not better or more extensive than its condition when new; and
    - ii. damaged, the repair or restoration of the Property to a condition substantially the same as but not better or more extensive than its condition when new.
2. Our Limit of Liability
  - a) Our liability in respect of livestock is limited to -
    - i. \$5,000; or

- ii. the Sum Insured specified in the Certificate of Insurance for Section 4;  
whichever is the lesser, less the stated Excess, for any one animal.
- b) Our liability in respect of Property other than livestock is limited to the Sum Insured, less the stated Excess.

## Section 5

### Burglary or theft

#### 5.1 Definitions

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

##### **Burglary**

- a) Stealing consequent upon actual forcible and violent entry into the Premises;
- b) Stealing or any attempted stealing by any person concealed on the Premises; or
- c) Stealing consequent upon threat of immediate violence or violent intimidation.

##### **Property**

All -

- a) farm, business, and station buildings other than domestic dwellings; or
- b) property and merchandise;

at the Premises and intended to be used in your Business.

##### **Theft**

Stealing other than Burglary.

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

#### 5.2 Defined events

If your Certificate of Insurance indicates that you have taken out insurance under Section 5, we insure you against the Property at the Premises being lost, damaged, or destroyed during the Period of Insurance as a result of -

- 1. Burglary or attempted Burglary; or
- 2. Theft or attempted Theft.

We do not insure you for those matters set out in the Specific Exclusions in Section 5.5 or the General Exclusions in Section 13.

#### 5.3 Settlement

Where you have a valid claim under Section 5, we will at our option pay for, reinstate or repair the Property on the basis set out below.

##### **Settlement basis**

- 1. Property
  - a) Where Property is -
    - i. lost or destroyed, its replacement by a similar item, to a condition equal to but not better or more extensive than its condition when new; and
    - ii. damaged, the repair or restoration of the item to a condition substantially the same as but not better or more extensive than its condition when new;

but only if -

- iii. the replacing or repair is carried out within a reasonable time;
- iv. the repair cost does not exceed Reinstatement cost had the Property been totally lost or destroyed;
- v. a sum equal to the cost of Reinstatement has actually been incurred; and
- vi. all other insurances in respect of the Property have the same Reinstatement wording; otherwise we will indemnify you.

b) We are not bound to replace, restore, or repair exactly or completely but only as circumstances permit and in a reasonably sufficient manner.

## 2. Our Limit of Liability

Our liability is limited to the Sum Insured, less the stated Excess.

## 3. Automatic Reinstatement of the Sum Insured

Following the occurrence of loss, destruction, or damage, the Sum Insured is reinstated to the full amount specified in the Certificate of Insurance provided that you pay the appropriate extra Premium if required by us.

## 5.4 Additional benefits

1. If you have a valid claim under Section 5, we will also insure you for the following Additional Benefit necessarily and reasonably incurred but you must obtain our consent prior to any of the costs being incurred.

Limits to Additional Benefits, in addition to Sum Insured

### a) Temporary Protection

We will pay up to-

- i. \$1,000; or
- ii. the amount specified in the Certificate of Insurance;

whichever is the greater, in total, during the Period of Insurance, for the cost of temporary protection for the safety of the Property pending repair of the damage.

## 4. Vehicles, Aircraft, or Watercraft

We will not pay for loss, destruction, or damage of motor vehicles of any type, including motor cycles, trailers, tractors, and self-propelled implements, Watercraft, Aircraft, or their attached accessories.

## 5. Plans or Designs

We will not pay for loss, destruction, or damage of patterns, models, moulds, plans or designs.

## 6. Personal Property and Household Property

We will not pay for loss, destruction, or damage of personal valuables, clothing, and personal effects and all other household property insurable under Section 2 Domestic House and Contents.

## 7. During or following Fire

We will not pay for loss, destruction, or damage resulting from Burglary or attempted Burglary during or following a fire at the Premises.

## 8. Unexplained Shortages

We will not pay for loss, destruction, or damage in the form of unexplained shortage and/or disappearance.

## 9. Connivance, Family or Employees

We will not pay for loss, destruction, or damage resulting from your connivance, or caused by any of your family or your employees, or a person lawfully on the Premises.

## 10. Jewellery or Furs

We will not pay for loss, destruction, or damage to jewellery, precious stones, precious metals, bullion, furs, or stamps.

Also refer to the General Exclusions in Section 13 which are applicable to Section 5.

## 5.5 Specific exclusions

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

### Excluded circumstances

#### 1. Negotiable Instruments

We will not pay for loss, destruction, or damage of current coins, bank notes, currency notes, cheques, postal orders, money orders, unused postage or revenue stamps including the value of stamps contained in franking machines, credit cards, sales vouchers, instant lottery tickets, transport tickets, telephone cards and any other negotiable instruments.

#### 2. Tobacco

We will not pay for loss, destruction, or damage of tobacco, cigars, or cigarettes.

#### 3. Livestock

We will not pay for loss, destruction, or damage to livestock.

# Section 6

## Broadform liability

### 6.1 Definitions

The intended meaning of some of the important words used in Section 6 only, are shown below.

#### Business

The business, trade, or profession specified in the Certificate of Insurance including -

- a) the provision and management of -
  - i. canteen, social, sports, welfare, and child care facilities by you for your employees' benefit; and
  - ii. first aid, medical, fire, and ambulance services by you; and
- b) your ownership or occupation of premises.

#### Contract Farming

The undertaking of farming activities for another person, company or entity on their property, for financial reward, where your total annual income from such activities does not exceed 20% of your income as assessed in your last Income Tax Return.

#### Manufacturer

A business which -

- a) manufactures goods; or
- b) is deemed to be a manufacturer under the Trade Practices Act 1974, because it -
  - i. holds itself out to the public as a manufacturer;
  - ii. has its own brand name on the goods;
  - iii. permits another person to promote the goods manufactured by the business; or
  - iv. imports the goods.

#### Occurrence

- a) Any:
  - i. event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended by you; or
  - ii. intentional act, by you or at your direction, resulting in Personal Injury but only if such Personal Injury arises solely from the use of reasonable force for the purposes of protecting persons or property.
- b) All events and intentional acts (including intentional acts intended to protect persons or property or to prevent any or further damage or loss) arising directly or indirectly from one source or original cause are to be regarded as one Occurrence.

#### Personal Injury

- a) Bodily injury, sickness, or disease including death, shock, fright, mental anguish, mental injury, or disability;
- b) Unlawful arrest, wrongful detention, or false imprisonment;
- c) Wrongful entry or eviction or other invasion of privacy; or
- d) A publication of a libel or utterance of a slander or other defamatory material.

#### Product Liability

Liability for Personal Injury or Property Damage arising out of Your Product but only if the Personal Injury or Property Damage occurs away from your Premises or premises leased or rented to you and after physical possession of Your Product has been passed to others.

#### Property Damage

- a) Physical loss, destruction, or damage to tangible property; or
- b) Loss of use of tangible property as a result of physical loss, destruction, or damage to the tangible property.

#### Territorial Limit

Anywhere in the world, except in the United States of America or Canada or their Territories, Protectorates, or Dependencies where we only insure you for -

- a) Product Liability for Your Product being exported into the United States of America, Canada, or their Territories, Protectorates, or Dependencies; or
- b) Personal Injury or Property Damage occurring during business visits to the United States of America, Canada, or their Territories, Protectorates, or Dependencies by directors or employees, normally resident outside the United States of America, Canada, or their Territories, Protectorates, or Dependencies, but not directors or employees who are engaged in manual labour during any such visit.

#### Vehicle

Any machine on wheels or self laid tracks, designed to be propelled by other than manual or animal power and any trailer or other attachment designed to be drawn by any such machine, but not including an Aircraft or Watercraft.

#### “you” and “your”

Each person, company, or other entity specified in the Certificate of Insurance as being insured under this policy and also includes -

- a) all subsidiary companies -
  - i. incorporated or acquired within the Territorial Limit;
  - ii. existing before the inception date of Section 6; and
  - iii. declared in the Proposal form;
- b) all companies incorporated or acquired, within the Territorial Limit, during the Period of Insurance and relating to the Business, where the incorporation or acquisition is notified to us in writing within 60 days of the incorporation or acquisition;
- c) any -
  - i. director, executive, officer, employee, partner, or shareholder of the Business;
  - ii. office bearer or member of a canteen, social, sports, welfare, or child care facility provided by the Business for employees' benefit;
  - iii. member of a first aid, medical, fire, or ambulance service provided by the Business; and
  - iv. voluntary worker;while acting in such capacity.

## Your Product or Product

Any thing (including any packaging, containers, directions, markings, instructions, warnings or specifications) manufactured or deemed manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by you, or for you in the course of the Business after physical possession has been passed to others.

Also refer to the General Definitions which are applicable to Section 6.

## 6.2 Defined events

If your Certificate of Insurance indicates that you have taken out insurance under Section 6, we insure you against all sums which you become legally liable to pay as compensation in respect of -

1. Personal Injury; or
2. Property Damage;

arising out of an Occurrence during the Period of Insurance within the Territorial Limit in connection with your Business.

We do not insure you for those matters set out in the Specific Exclusions in Section 6.5 or the General Exclusions in Section 13.

## 6.3 Settlement

If you have a valid claim under Section 6, we will settle your claim on the basis as set out below.

### Settlement basis

#### 1. Limit of our Liability

- a) We will pay up to the Limit of Liability, less the stated Excess, for all compensation and Supplementary Payments in respect of any one Occurrence.
- b) Except for Supplementary Payments as provided in Section 6.3(3)(b), we will not pay more than the Limit of Liability regardless of the number of -
  - i. legal entities comprised under the definition of "you" in Section 6.1;
  - ii. persons or organisations who sustain Personal Injury or Property Damage; or
  - iii. claims made or suits brought on account of Personal Injury or Property Damage.

#### 2. Product Liability

Our total liability for all claims arising out of the Product Liability during the Period of Insurance is limited to the Limit of Liability, less the stated Excess.

#### 3. Supplementary Payments

- a) We will pay -
  - i. legal costs and expenses incurred by you with our written consent for representation in any court, or in the settlement or defence of any claim;
  - ii. costs and expenses recoverable from you by any claimants; and
  - iii. first aid costs incurred by you for first aid rendered to others at the time of an Occurrence of Personal Injury.

- b) The amount we will pay in (a) is included in the Limit of Liability except for an additional \$500,000 for -
  - i. all claims arising out of Product Liability during the Period of Insurance; or
  - ii. each Occurrence other than arising out of Product Liability;not arising in the United States of America or Canada or their Territories, Protectorates, or Dependencies.
- c) If a judgement or an amount required to settle a claim exceeds the Limit of Liability, our liability to pay legal costs and expenses is limited to the proportion the Limit of Liability bears to the judgement or settlement sum.

#### 4. Discharge of Liabilities

- a) We may at any time pay to you, in respect of all claims -
  - i. the amount of the Limit of Liability; or
  - ii. any lesser sum for which the claims can be settled;after deduction of any sum already paid as compensation in respect of the claims.
- b) Upon the payment set out in paragraph (a), we will relinquish control of, and be under no further liability under the policy in connection with the claims except for costs, charges, and expenses -
  - i. recoverable from you in respect of the period prior to the date of the payment, whether or not pursuant to an order made subsequently; and
  - ii. incurred by us or incurred by you with our written consent prior to the date of the payment.
- c) We will not pay for any claim or judgement or defend any suit after our Limit of Liability has been exhausted.

#### 5. Cross Liability

Each of the parties comprising "you" are considered as a separate legal entity and the "you" or "your" will apply to each party as if a separate policy had been issued to each of the parties, but our aggregate liability is limited to the Limit of Liability, less the stated Excess.

## 6.4 Additional benefits

If you are insured under Section 6 we will extend your insurance to include the following Additional Benefits, subject to the Limit of Liability not being increased.

#### 1. Principals

We insure you for liability to indemnify any principal with whom you have entered into a contract or agreement for the performance of work, and the terms of the contract or agreement requires that you must indemnify the principal, but only -

- a) in relation to work carried out by you; and
- b) if the liability would have been implied by law in the absence of the contract or agreement and in respect of claims for which you would be entitled to indemnity under Section 6 if the claim was made against you.

#### 2. Registered Tractors and Farm Implements

We will pay for claims in respect of Property Damage arising out of the use of tractors or self-propelled farm implements and their attachments, which are registered or have a temporary permit of registration for the purpose of travelling on a public thoroughfare and are not otherwise insured in respect of such Property Damage, while

- a) on the Premises or other properties used for primary production;
- b) moving in rural areas between properties used for primary production;
- c) being driven for delivery to a farm after acquisition or delivery from the farm upon sale or disposal; or
- d) being driven for removal to, or returning from, a workshop for the purpose of carrying out repairs.

### 3. Contract Farming

We will pay for claims arising from Contract Farming.

### 4. Ramps, Grids, Motor By-Passes and Irrigation Channels

We insure you for liability to indemnify any government or local government body under an indemnity given in accordance with a statutory requirement in respect of any ramp, grid, motor by-pass, or irrigation channel.

### 4. Pollution

We will not pay for -

- a) claims arising directly or indirectly out of, or caused by, or in connection with actual, alleged, or threatened seepage, discharge, dispersal, emission, release, or escape of pollutants being any solid, liquid, gaseous, or thermal, irritant or contaminant including, but not limited to -
  - i. smoke, vapour, soot, or fumes;
  - ii. acids, alkalis, or chemicals; or
  - iii. waste, including material to be recycled, reconditioned, or reclaimed; or
- b) any costs of removing, nullifying, or cleaning up pollutants; unless caused by a sudden, identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place; provided that -
  - i. if such seepage, discharge, dispersal, emission, release or escape extends beyond more than one Period of Insurance, we will not pay more than the Limit of Liability stated in the Certificate of Insurance.
  - ii. our total liability for claims during the Period of Insurance is limited to the Limit of Liability, less the stated Excess

### 5. Employers' Liability

We will not pay for claims in respect of Personal Injury to any person -

- a) to whom benefits are payable by you under any workers or workmen's compensation legislation;
  - b) engaged under a contract of service or apprenticeship with you; or
  - c) arising from a liability imposed by any industrial award, agreement, or determination;
- but we will pay for -
- d) claims for Personal Injury to any person who, while engaged under a contract of service or apprenticeship with you, is not a "Worker" as defined in the Work Health Act 1986 (NT) or the Workcover Queensland Act 1996 (Qld); and
  - e) common law claims for Personal Injury to any person who is deemed to be employed by you under section 175 of the Workers' Compensation and Rehabilitation Act 1981 (WA) or deemed a "Worker" pursuant to any other section of the Act, other than those persons excluded by (b) above.

### 6. Property in your Physical or Legal Control

We will not pay for claims in respect of Property Damage to property owned by you, leased or rented to you, or in your physical or legal control, except for -

- a) Property Damage to premises which are leased or rented to you caused by fire, explosion, water discharging or leaking from any pipe or water system, or impact caused by any Vehicle provided that you must pay the first \$100 in respect of Property Damage caused other than by fire or explosion;
- b) Property Damage to Vehicles, not owned by you, or used by you or on your behalf, while in your physical or legal control but only where -
  - i. the Property Damage occurs while the Vehicle is in a car park owned or operated by you; and

## 6.5 Specific exclusions

We do not insure you under Section 6 for the following circumstances.

### Excluded circumstances

#### 1. Vehicles

We will not pay for claims arising out of, or in connection with -

- a) the ownership, possession, maintenance, or use of any Vehicle which is registered or in respect of which compulsory insurance is required by any legislation, except for Property Damage as provided for under Section 6.4(2); or
- b) the loading of or unloading from any Vehicle which is registered or in respect of which registration is required by any legislation.

#### 2. Aircraft

We will not pay for claims arising directly or indirectly out of, or caused by, or in connection with -

- a) the ownership, possession, use, existence, working, navigation, or operation by you or on your behalf of any Aircraft;
- b) the repair, maintenance, servicing, or installation work in or on any Aircraft;
- c) the use of any of Your Products with your knowledge in the construction of any Aircraft; or
- d) Your Product manufactured specifically for and installed in an Aircraft or arising out of Your Product which you knew would be so installed.

#### 3. Watercraft

We will not pay for claims arising directly or indirectly out of, or caused by, or in connection with -

- a) the ownership, possession, use, existence, working, navigation, or operation by you or on your behalf of any Watercraft while afloat, except where the Watercraft is less than eight metres in length;
- b) the repair, maintenance, servicing, or installation work in, or on, any Watercraft; or
- c) shipbreaking or shipbuilding.

- ii. no part of your Business is the ownership or operation of a car park for reward; or
  - c) claims in respect of property, other than money, securities, negotiable instruments, and livestock other than sheep or cattle, not belonging to you but in your physical or legal control -
    - i. up to \$25,000 in respect of sheep or cattle; and
    - ii. up to \$50,000 in respect of property other than sheep or cattle;
- but we will not pay more than \$100,000 in total for all claims arising during the Period of Insurance.

#### 7. Rectifying Faulty Work

We will not pay for claims in respect of rectifying faulty work.

#### 8. Contractual Liabilities

We will not pay for claims arising out of a liability assumed by you under any contract or agreement, except where -

- a) the liability would have been implied by law in the absence of the contract or agreement;
  - b) the contract or agreement is specified in the Certificate of Insurance, as insured under "Contractual Liability"; or
  - c) the liability is in respect of a claim made by a lessor or landlord for indemnity for Personal Injury or Property Damage under the provisions of a lease or agreement for tenancy of premises occupied by you in connection with the Business, but not in respect of Property Damage to buildings occupied in whole or in part by you, or their contents.
- #### 9. Libel or Slander

We will not pay for claims arising out of publication of a libel, utterance of a slander, or defamation -

- a) if the first injurious publication or utterance of the same or similar material by you or on your behalf was made prior to the inception date of Section 6; or
- b) if the publication, utterance, or defamation was -
  - i. made by you, or at your direction, with knowledge of the falsity thereof; or
  - ii. in the course of, or related to, advertising, broadcasting, publishing, or telecasting activities conducted by or on your behalf.

#### 10. Asbestos

We will not pay for claims directly or indirectly caused by, or arising from -

- a) mining, processing, transport, distribution, and/or storage of asbestos;
- b) manufacture of asbestos products and/or processing of materials containing asbestos;
- c) installation, removal, treatment, or storage of materials containing asbestos; or
- d) any process of decontamination, treatment, or control of asbestos.

#### 11. Loss of Use

We will not pay for claims arising from loss of use of tangible property, which has not been physically lost, destroyed, or damaged, resulting from -

- a) delay or lack of performance by you or on your behalf under any contract or agreement; or

- b) the failure of Your Product to meet the level of performance, quality, fitness, or durability expressly or impliedly warranted or represented by you;

except for loss of use of other tangible property resulting from the sudden and accidental physical loss, destruction, or damage to Your Product after Your Product has been put to use by any person or organisation other than you.

#### 12. Faulty Design

We will not pay for claims caused by or arising out of the harmful nature, condition, or quality of any of Your Products, which nature, condition, or quality results from the use of any design, formula, specification, plan, or pattern intended to be used by you.

#### 13. Product Defect

We will not pay for claims in respect of Property Damage to Your Product if such Property Damage is attributable to any defect in Your Product or the harmful nature or unsuitability of Your Product.

#### 14. Product Recall

We will not pay for claims arising from the cost of withdrawal, inspection, removal, reinstallation, repair, replacement, or loss of use of -

- a) Your Product; or
  - b) any property of which Your Product forms a part;
- if Your Product is recalled from the market or from use because of any known or suspected defect or deficiency in it.

#### 15. Professional Liability

We will not pay for claims against you arising out of any negligent act, error, or omission -

- a) in your professional conduct; or
- b) in the professional conduct of any person for whom you may be legally liable;

except for liability of members of your first aid, medical, or ambulance services arising in connection with such activities, other than where your Business involves the provision of professional medical services or ambulance services.

#### 16. Discrimination

We will not pay for claims arising out of the breach of any legal obligation relating to the prohibition of discrimination referred to in any anti discrimination legislation.

#### 17. Child Molestation

We will not pay for claims arising out of, or resulting from, the molesting of minors.

#### 18. Contract Works

We will not pay for claims arising out of construction, erection, demolition, alteration, or installation work by you or on your behalf except where the total contract price payable to, or by, you at the time of commencement of all work is less than \$500,000.

#### 19. Jurisdiction outside Territorial Limit

We will not pay for claims -

- a) brought against you in the United States of America, or Canada, their Territories, Protectorates, or Dependencies; or
- b) arising as a consequence of -

- i. you entering into contractual obligations subscribing to the jurisdiction of a court of the United States of America, Canada, or their Territories, Protectorates, or Dependencies; or
- ii. any agreement by you to indemnify any other party in respect of an award, judgement, or settlement made under the jurisdiction of a court in the United States of America, Canada, or their Territories, Protectorates, or Dependencies.

#### 20. Fines and Penalties

We will not pay or be liable for fines, or penalties.

#### 21. Punitive Damages

We will not pay or be liable for aggravated, punitive, or exemplary damages.

#### 22. Escape of Fire

We will not pay for claims arising out of fire which escapes after being lit by you or any person on your behalf in contravention of the provisions of any law, by-law, or regulation of any government or local government body.

Also refer to the [General Exclusions in Section 13](#) which are applicable to [Section 6](#).

## 6.6 Specific conditions

If you are insured under Section 6 of this policy, you must follow the Specific Conditions noted below otherwise we may deny liability to pay any claim under Section 6.

#### 1. Claims Procedures and Requirements

You must -

- a) immediately notify us in writing of the occurrence of any Personal Injury or Property Damage;
- b) provide us with all reasonable particulars and information that we may require;
- c) immediately on receipt, forward to us every letter, writ, summons, and process;
- d) give all information and assistance we may require in the prosecution, defence, or settlement of any claim; and
- e) use best endeavours to preserve any damaged, defective, or other appliances, plant, or things which might prove necessary or useful by way of evidence in connection with any claim.

#### 2. Alteration or Repair

You must not alter or repair any building, appliance, plant, or thing relevant to any claim until we have the opportunity of an inspection, unless necessary for practical or safety reasons.

#### 3. No Admission of Liability

You must not make any admission of liability, offer, promise, or payment without our prior written consent.

#### 4. Premium Adjustment

- a) Unless otherwise indicated, the Premium for your insurance under this Section is adjustable.
- b) If the first or renewal Premium for this Section, or any part of it, is calculated on statements and estimates furnished by you, you must -
  - i. keep an accurate record containing all relevant particulars;

- ii. within two months of the end of each Period of Insurance furnish them to us; and
- iii. at all times allow us to inspect your records.

#### 5. Notice

Every notice or communication to us must be in writing.

#### 6. Inspection

a) If required by us you must allow us -

- i. at any time to inspect your Property and operations; and
  - ii. to examine and audit your books and records at any time during the Period of Insurance and within three years of the final termination of cover under this Section.
- b) Neither our inspection nor any report constitutes an undertaking to determine or warrant that such Property or operations are safe, healthful, or are in compliance with any law, rule, or regulation.

#### 7. Product Recall

You must at your own expense take reasonable action to trace, recall, or modify any of the Products containing any defect or deficiency which you have knowledge of, or have reason to suspect contain any defect or deficiency.

#### 8. Reasonable Care

You must -

- a) take all reasonable precautions to prevent Personal Injury and Property Damage and comply with all statutory obligations for the safety of persons or property;
- b) in the event of an Occurrence, promptly take at your own expense all reasonable steps to prevent other Personal Injury or Property Damage from arising out of the same or similar circumstances; and
- c) comply with all statutory obligations concerning the inspection of passenger lifts and steam pressure apparatus.

#### 9. Maintenance of Product Records

You must keep and maintain the following records for at least 12 years after the date upon which such records are brought into existence -

- a) research and development documents;
- b) design and manufacturing specifications;
- c) documents made or received by you showing the source and quality of components received by you;
- d) lists of businesses in the distribution chain;
- e) sales records of goods, including batch and model numbers, by destination and date; and
- f) records or documents containing details of all of your quality control measures, inspections, testing, repairs, replacements, and recalls.

#### 10. Your Responsibility to Identify Manufacturer/Supplier

You must -

- a) supply within 30 days, following receipt of a written request from any person, to that person, particulars identifying -
  - i. the Manufacturer of the Product; or
  - ii. the supplier of the Product to you;

in respect of any Product sold or supplied by you to that person; and

- b) retain proof that the person received notification in writing within the 30 day period.

#### 11. Waiver of Subrogation

- a) We will not exercise our rights of subrogation under Section 6 against -
  - i. any corporation, the majority of whose capital stock is owned or controlled by you;
  - ii. any corporation, firm, or individual who owns or controls the majority of your capital stock; or
  - iii. any corporation, firm, or individual to which, or to whom, protection is afforded under Section 6.
- b) We will however exercise our rights of subrogation if such corporation, firm, or individual is protected from such loss by any other insurance, but only to the extent and up to the Sum Insured/Limit of Liability of the other insurance.

Also refer to the General Conditions in Section 14.

# Section 7

## Personal accident and illness

### 7.1 Definitions

The intended meaning of some of the important words used in Section 7 only, are shown below.

#### **Capital Benefit**

The amount specified in the Certificate of Insurance as the "Capital Benefit".

#### **Compensation**

The amount calculated by multiplying the percentages specified in the Defined Events in Section 7.2 by the Capital Benefit or Weekly Benefit.

#### **Illness**

Any sickness, disease, or physical impairment of the Insured Person, first manifesting itself during the Period of Insurance and which prevents the Insured Person from engaging in, or attending to, his/her normal duties of profession, business, or occupation but not including an Injury.

#### **Injury**

Bodily injury caused by accident to the Insured Person but not including any condition which is also an Illness.

#### **Insured Person**

A person specified in the Certificate of Insurance as a person in respect of whose Injury or Illness insurance cover is provided under this Section.

#### **Weekly Benefit**

The amount specified in the Certificate of Insurance as the "Weekly Benefit".

Also refer to the General Definitions which are applicable to Section 7.

### 7.2 Defined events

If your Certificate of Insurance indicates that you have taken out insurance under Section 7, we insure you against any Defined Event listed below, occurring to the Insured Person anywhere in the world during the Period of Insurance, but only if the Defined Event is individually selected by you and specified in the Certificate of Insurance.

We do not insure you for the matters set out in the Specific Exclusions in Section 7.5 or the General Exclusions in Section 13.

Defined Event	Of the Capital Benefit
1. Injury to the Insured Person, which must within 12 calendar months, result in his/her -	
a) Death;	100%
b) Total and irrecoverable loss of all sight in both eyes;	100%
c) Total and permanent loss of the use of both hands;	100%
d) Total and permanent loss of the use of both feet;	100%
e) Total and permanent loss of the use of one hand and one foot;	100%
f) Total and permanent disablement such that he/she cannot engage in or attend to any profession, business or occupation for the remainder of his/her life;	100%
g) Total and permanent loss of the use of one arm or of the greater part of one arm;	80%
h) Total and permanent loss of the use of one leg;	75%
i) Total and irrecoverable loss of all sight in one eye together with irrecoverable loss of at least 50% of the sight in the other eye;	75%
j) Total and permanent loss of the use of one hand or of five fingers of one hand, or the lower part of one arm;	70%
k) Total and permanent loss of the use of one foot or the lower part of one leg;	60%
l) Total and permanent loss of hearing;	50%
m) Total and irrecoverable loss of all sight in one of two eyes;	50%
n) Total and irrecoverable loss of the lens in one of two eyes;	50%
o) Total and permanent loss of the use of one thumb -	
i. both phalanges; or	30%
ii. one phalanx;	15%
p) Total and permanent loss of the use of any finger -	
i. three phalanges;	10%
ii. two phalanges; or	8%
iii. one phalanx;	4%
q) Total and permanent loss of the use of -	
i. all toes of each foot;	30%
ii. great toe - both phalanges;	10%
iii. great toe - one phalanx; or	5%
iv. each toe other than great toe; or	4%
r) Total and permanent deafness of one ear.	12.5%
Defined Event	Of Weekly Benefit
2. Injury to the Insured Person, which must within 12 calendar months, result in his/her -	
a) total disablement of the Insured Person from engaging in or attending to his/her normal duties of profession, business, or occupation; or	100%
b) partial disablement of the Insured Person from engaging in or attending to his/her normal duties or profession, business, or occupation.	25%
3. Illness of the Insured Person which must continue for a period of at least seven days from the date the Insured Person first sought treatment in respect of that illness from a duly qualified medical practitioner.	100%

Defined Event	Of the Capital Benefit
4. Illness of the Insured Person resulting in -	
a) total and incurable blindness; or	
b) complete and permanent paralysis of any two limbs;	
such blindness or paralysis having continued for a period of 12 calendar months provided that the Insured Person has become entitled to Compensation for Illness under Section 7.2(3) only.	100%

## 7.3 Settlement

If you have a valid claim under Section 7, we will settle the claim on the basis set out below.

### Settlement basis

#### 1. Compensation

We will pay you Compensation.

#### 2. Our Limit of Liability

- a) If you become entitled to Compensation for Capital Benefit under more than one Defined Event in Section 7.2(1) resulting from the same Injury, we will not pay -
  - i. for any Defined Event if it is included in any other Defined Event for which a greater amount of Compensation is payable; or
  - ii. in total, more than the Compensation for Death in Section 7.2(1)(a).
- b) We will not pay Compensation -
  - i. for the same Insured Person after you received Compensation for Capital Benefits under Section 7.2(1)(a) to (n), or 7.2(4);
  - ii. for Weekly Benefits under Sections 7.2(2) and 7.2(3) -
    - (A) for a total period exceeding 104 weeks as a result of any single Injury or Illness; or
    - (B) in respect of the same period of time; or
  - iii. for any period prior to the Insured Person receiving medical advice from a registered medical practitioner.
- c) The Weekly Benefits in Sections 7.2(2) and 7.2(3) are in addition to the Capital Benefits in Sections 7.2(1) and 7.2(4), if selected by you and specified in the Certificate of Insurance.

#### 3. Workers Compensation

The total amount of Compensation payable for Weekly Benefits in Sections 7.2(2) and 7.2(3) will be reduced by the amount of weekly compensation payable to the Insured Person for the same Injury or Illness pursuant to the provisions of workers' compensation or similar legislation.

## 7.4 Additional benefits

1. If you have a valid claim for Capital Benefits under Sections 7.2(1)(f) for total and permanent disablement, or 7.2(4), we will also insure you for the following Additional Benefit necessarily and reasonably incurred, but you must obtain our consent prior to any of the costs being incurred.

Limits to Additional Benefit, in addition to the Sum Insured

a) Rehabilitation Costs

We will pay up to a total of \$10,000 for each Insured Person, for the costs incurred by the Insured Person to -

- i. undergo a rehabilitation program;
- ii. acquire necessary equipment; or
- iii. modify his/her home or car;

other than hospital treatment or ancillary health benefits as set out in the National Health Act 1953.

2. If you are insured under Section 7, we will extend your insurance to include the following Additional Benefits.

Limits to Additional Benefit, not in addition to the Sum Insured

a) Disappearance

i. If the -

(A) Insured Person disappears following the sinking, disappearance or wrecking of the conveyance in which the Insured Person was an occupant; and

(B) Insured Person's body is not found within one year;

we will presume that the Insured Person has died as a result of Injury.

- ii. If after payment of Compensation, the Insured Person is found alive, you must repay the Compensation to us.

b) Exposure

If following Injury the Insured Person is exposed to the elements and as a result suffers a condition for which Compensation is payable, such condition will be treated as though it was an Injury.

5. Alcohol or Drugs

We will not pay for Injury or Illness caused directly or indirectly by, or attributable to the Insured Person being -

- a) under the influence of intoxicating liquor or drug, other than a drug taken or administered by, or in accordance with, the advice of a registered medical practitioner; or
- b) addicted to intoxicating liquor, or drugs.

6. Riot, Malicious Act, or Criminal Act

We will not pay for Injury or Illness caused directly or indirectly or attributable to or consequential upon the Insured Person -

- a) taking part in a riot or civil commotion;
- b) acting maliciously; or
- c) taking part in any criminal activity.

7. Aerial Activities

We will not pay for Injury or Illness caused directly or indirectly or attributable to or consequential upon the Insured Person engaging in any form of aerial flight or aerial activities, except if the Insured Person travels by air as a passenger in an aircraft that is authorised to fly under any legislation that relates to the safety of aircraft.

8. Sports or Motor Cycling

We will not pay for Injury or Illness caused directly or indirectly by, or attributable to the Insured Person engaging in -

- a) football of any code, except amateur football but only if you have selected the Optional Cover in Section 7.7(3);
- b) polo, polocrosse, boxing, kickboxing, wrestling, racing of any kind (other than on foot), underwater activities (involving artificial breathing methods), competitive snow or ice sports, ski-jumping either water or snow, pot holing, bungee jumping, mountaineering or rock climbing, abseiling, hang-gliding, paragliding, or parachuting of any kind;
- c) water skiing, except if you have selected the Optional Cover for Water Skiing in Section 7.7(2);
- d) motor cycling as passenger or driver, unless -
  - i. the motor cycle is being so used in connection with the business of working on a farming or pastoral property and has an engine capacity of not more than 400 cubic centimetres; or
  - ii. you have selected the Optional Cover for Motor Cycling in Section 7.7(1); or
- e) professional sporting activities.

9. Excluded Condition

We will not pay for any Injury -

- a) arising in any way from any "Excluded Condition" specified in the Certificate of Insurance;
- b) beyond the usual time determined by a registered medical practitioner that the Insured Person should have recovered from the Injury if recovery had not been hindered by the "Excluded Condition"; or
- c) which would not have incapacitated the Insured Person but for the "Excluded Condition".

## 7.5 Specific exclusions

We do not insure you under Section 7 for Injury or Illness in the circumstances set out below.

### Excluded circumstances

1. Suicide

We will not pay for Injury or Illness caused directly or indirectly by, or attributable to a deliberate self-inflicted injury or suicide.

2. Venereal Disease

We will not pay for Injury or Illness caused directly or indirectly by, or attributable to venereal disease or the contraction or complications of any sexually transmitted disease, other than syphilis technica.

3. HIV or AIDS

We will not pay for Injury or Illness caused directly or indirectly by, or attributable to infection with Human Immunodeficiency Virus (HIV) or variants including Auto Acquired Immune Deficiency Syndrome (AIDS) or any illness which is caused by or made more likely by the contraction of HIV or its variants and AIDS Related Complex (ARC).

4. Hernia

We will not pay for Injury or Illness caused directly or indirectly by, or attributable to hernia however caused, except where the Insured Person is insured for both Injury and Illness.

## 10. Excluded Illness

We will not pay for any -

- a) pre-existing illness specified in the Certificate of Insurance as excluded; or
- b) illness existing at, or contracted within 28 days after, the commencement of insurance under Sections 7.2(3) and 7.2(4).

## 11. Existing Condition

We will not pay for any pre-existing condition or illness.

## 12. Illness Age Limit

We do not insure any person over 60 years of age under Sections 7.2(3) and 7.2(4).

Also refer to the General Exclusions in Section 13 which are applicable to Section 7.

## 7.6 Specific conditions

If you elect to be insured under Section 7 of this policy, you must follow the Specific Conditions noted below otherwise we may deny any liability to pay any claim under Section 7.

### 1. Medical Consultation

- a) Immediately following the occurrence of any Injury or Illness which may give rise to a claim under this Section, the Insured Person must at his/her expense consult a registered medical practitioner and follow the advice given.
- b) You must supply, at your expense, all certificates and information required by us and in a form acceptable to us.
- c) The Insured Person must comply with all requests by us to undergo any medical examination as often as is required and at our expense.

### 2. Post Mortem

In the event of the death of the Insured Person we may order a Post Mortem examination at our expense.

### 3. Notice of Alteration to the Risk

- a) You must give immediate written notice to us of any change in the occupation of any Insured Person and pay any additional Premium that may be required by us.
- b) If after the commencement of this Section any Insured Person is affected by any disease or physical defect or infirmity of which you become aware, you must give written notice to us prior to the next renewal date detailing the circumstances of the change.

### 4. Additional Accident and Illness Insurance

You must give immediate written notice to us of any other policy of insurance which you have, or become aware of, against accident, disease, injury, or illness, effected by or on behalf of an Insured Person.

Also refer to the General Conditions in Section 14.

## 7.7 Optional covers

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

### Details of cover

#### 1. Motor Cycling

We will extend your insurance under Section 7 to include claims for Injury or Illness directly or indirectly caused by or attributable to motor cycling.

#### 2. Water Skiing

a) We will extend your insurance under Section 7 to include claims for Injury or Illness directly or indirectly caused by or attributable to water skiing.

b) We will not pay for Injury or disablement directly or indirectly, caused by, attributable to, or consequential upon ski-jumping.

#### 3. Amateur Football

a) We will extend your insurance under Section 7 to include claims for Injury or Illness directly or indirectly caused by or attributable to football played as an amateur for and against amateur clubs, or official amateur club training.

b) We will not pay Weekly Benefits under Sections -

- i. 7.2(2)(a);
- ii. 7.2(2)(b); or
- iii. 7.2(3);

for the first week of disablement arising out of Injury or Illness suffered by an Insured Person.

c) We will reduce the 104 weeks aggregate period of Compensation in Section 7.3(2)(b)(ii) by the excluded one week period. This reduction of one week period of Compensation is in addition to any optional exclusion of Compensation provided in Section 7.7(4).

#### 4. Optional Exclusion of Initial Period of Compensation

a) We will not pay Weekly Benefits for Injury or Illness under Sections -

- i. 7.2(2)(a);
- ii. 7.2(2)(b); or
- iii. 7.2(3);

for the number of weeks specified in the Certificate of Insurance as "Optional Exclusion Of Initial (Number Of) Weeks Period Of Compensation".

b) We will reduce the 104 weeks aggregate period of Compensation in Section 7.3(2)(b)(ii) by the number of weeks specified.

#### 5. Directors and Board Members

We will pay Compensation should any Defined Event in Section 7.2 occur to a director or board member, anywhere in the world during the Period of Insurance -

- a) but only while actually engaged on your board activities and the necessary travel to and from or during the activities; or
- b) while engaged in any activity if specified in the Certificate of Insurance as "24 Hour Cover".

# Section 8 Machinery

## 8.1 Definitions

The intended meaning of some of the important words used in Section 8 only, are shown below.

### Boiler Explosion

The sudden and violent rending of the Boiler or Pressure Vessel by force of internal steam, gas, or fluid pressure (including the pressure of ignited flue gases) causing bodily displacement of its structure together with forcible ejection of its contents.

### Boiler or Pressure Vessel

Those parts of the permanent structure of a boiler, pressure vessel, economiser, or superheater and attaching pipe systems, specified in the Certificate of Insurance, which are subject to internal steam, gas, or fluid pressure.

### Breakdown

Sudden and unforeseen physical damage which requires immediate repairs or any part to be replaced in order to make the Machine operate in the same manner and condition as before the sudden and unforeseen physical damage.

### Collapse

The sudden and dangerous distortion of a Boiler or Pressure Vessel caused by bending or crushing of the permanent structure by force of steam, gas, or fluid pressure (other than the pressure of ignited flue gases) including damage caused by overheating resulting from deficiency of water.

### Machine

The electrical or mechanical machinery specified in the Certificate of Insurance.

## 8.2 Defined events

If your Certificate of Insurance indicates that you have taken out insurance under Section 8, we insure you against -

1. Breakdown of the Machine; or
2. Boiler Explosion or Collapse of the Boiler or Pressure Vessel;

occurring at the Premises during the Period of Insurance.

We do not insure you for the matters set out in the Specific Exclusions in Section 8.5 or the General Exclusions in Section 13.

## 8.3 Settlement

If you have a valid claim under Section 8, we will at our option pay for, reinstate, or repair the Machine, Boiler or Pressure Vessel on the basis set out below.

### Settlement basis

1. Machine
  - a) Where the Machine is -
    - i. lost or destroyed, its replacement by a similar machine to a condition equal to but not better or more extensive than its condition at the time of loss or destruction; or
    - ii. damaged, the repair and/or restoration of the Machine without deduction for depreciation.
  - b) We are not bound to replace, restore or repair exactly or completely but only as circumstances permit and in a reasonably sufficient manner.
  - c) If the Machine or its component can be repaired, then it must be repaired unless the cost of repair exceeds the replacement cost, in which case the Machine or its component will be replaced without deduction for depreciation.
2. Boiler or Pressure Vessel
  - a) Where the Boiler or Pressure Vessel is -
    - i. lost or destroyed, its replacement by similar property, to a condition equal to but not better or more extensive than its condition when new; or
    - ii. damaged, the repair or restoration of the Boiler or Pressure Vessel to a condition substantially the same as but not better or more extensive than its condition when new.
  - b) We are not bound to Reinstatement exactly or completely but only as circumstances permit and in a reasonably sufficient manner.
  - c) If the Boiler or Pressure Vessel can be repaired, then it must be repaired unless the cost of repair exceeds the replacement cost, in which case the Boiler or Pressure Vessel will be replaced without deduction for depreciation.

### 3. Salvage

The agreed value of any salvage will be deducted from any claim and the salvage will remain your property.

### 4. Our Limit of Liability

Our liability is limited to the Sum Insured, less the stated Excess.

### 5. Under Insurance

- a) If your Property is insured for less than 80% of its value, determined in accordance with the Property's Settlement Basis in Sections 8.3(1), 8.3(2), or 8.7(1)(c) (ii), at the time the insurance under Section 8 was taken out, renewed, extended, or varied we will only pay that portion of the claim which the Sum Insured bears to 80% of that value, in accordance with the formula -

$$\frac{\text{the value of the loss, destruction, or damage} \times \text{the Sum Insured}}{80\% \text{ of the value of the Property}}$$

Example:

Where the Property is valued at \$20,000 but only insured for \$10,000 and a loss of \$5,000 occurs, we will pay

$$\frac{\$5,000 \times \$10,000}{\$20,000} = \$3,125$$

(80% of \$20,000)

We will not pay \$1,875.

- b) This Section 8.3(5)(a) does not apply if the Sum Insured is indicated as a total limit for any one loss.

## 8.4 Additional benefits

1. If you have a valid claim under Section 8, we will also insure you for the following Additional Benefits necessarily and reasonably incurred, but you must obtain our consent prior to any of the costs being incurred.

Limits to Additional Benefits, not in addition to the Sum Insured

- a) Overtime, Freight, Hire, and Temporary Repair

We will pay up to a total of 20% of the Sum Insured or \$5,000, whichever is the lesser for -

- i. extra charges for overtime, night work, or work on public holidays;
- ii. express freight within the Commonwealth of Australia other than specifically chartered air freight;
- iii. the cost of hiring of temporary machines; and
- iv. the cost of effecting temporary repair.

- b) Submersible and Deep Well Pumps

We will pay up to \$500 for any one occurrence for the costs associated with the removal or reinstallation of borehole or deepwell type pumps.

2. If you are insured under Section 8, we will extend your insurance to include the following Additional Benefit.

Limits to Additional Benefit, not in addition to Sum Insured

- a) Automatic Inclusion of Similar Items

We will insure, for a period not exceeding three months, any additional machine, boiler, or pressure vessel which is installed, tested, and commissioned for commercial use and which is of a similar category to any Machine, Boiler or Pressure Vessel previously declared to us, but

- i. the value of the additional machine, boiler or pressure vessel must not exceed the current Sum Insured;
- ii. the additional machine, boiler or pressure vessel must be free from material defects known to you and must comply with any statutory obligation concerning its examination and certification;
- iii. you must inform us within three months of the installation of such additional machine, boiler or pressure vessel and pay the appropriate extra Premium; and
- iv. if following any examination an additional machine, boiler or pressure vessel proves to be unacceptable to us, you will be notified in writing and the insurance on that additional machine, boiler or pressure vessel cancelled.

## 8.5 Specific exclusions

We do not insure you under Section 8 in the circumstances set out below.

### Excluded circumstances

1. Maintenance

We will not pay for maintaining, cleaning, adjusting, overhauling, or making improvements to the Machine, Boiler or Pressure Vessel.

2. Wear, Tear, and Leakage

We will not pay for the cost of rectifying -

- a) wear, tear, or gradual deterioration;
- b) scratching or other marking of painted or polished surfaces;
- c) wearing away or wasting of the material of the Machine, Boiler or Pressure Vessel by atmospheric conditions, rust, erosion, oxidation, leakage, corrosion, or ordinary use;
- d) slowly developing deformation or distortion of any part of the Machine, Boiler or Pressure Vessel;
- e) cracks, fractures, blisters, laminations, flaws, or grooving even if accompanied by leakage or damage to tubes, heaters, or other parts of the Boiler or Pressure Vessel caused by overheating or leakage at seams, tubes, or other parts of the Boiler or Pressure Vessel; or
- f) failure of joints.

3. Hydraulic or Hydrostatic Test

We will not pay for the cost of rectifying damage arising during the application of, or as a result of, any hydraulic or hydrostatic test of the Boiler or Pressure Vessel.

4. Perils

We will not pay for loss, destruction, or damage caused by or arising from -

- a) fire, attempts to prevent the spread of fire, extinguishing of a fire, or subsequent demolition;
- b) smoke or soot;
- c) lightning;
- d) explosion, other than Boiler Explosion;
- e) impact of landborne vehicles or waterborne craft;
- f) earthquake, subterranean fire, or volcanic eruption;
- g) landslide, subsidence, or erosion;
- h) riot, strike, lockout, civil commotion, persons acting maliciously on behalf of or in connection with any political organisation, or cessation of work whether total or partial;
- i) aircraft or other aerial devices or articles dropped therefrom;
- j) storm, tempest, windstorm, hurricane, or cyclone;
- k) Rainwater or Flood;
- l) liquid or substance discharging or leaking from any apparatus, appliance, pipe, or other system, unless the apparatus, appliance, pipe, or other system forms part of the Machine;
- m) stealing or attempted stealing; or
- n) malicious damage.

5. Existing Faults

We will not pay for faults or defects known to you, or your employees, and not disclosed to us at the time this insurance was entered into.

6. Unsafe or Unlawful Operation

We will not pay -

- a) if at the time of loss, destruction, or damage -

- i. the setting of any safety device was in excess of the limit imposed by any applicable regulation or the limit recommended by the manufacturer;
  - ii. any safety device was removed or rendered inoperative;
  - iii. the Boiler or Pressure Vessel was not the subject of a current certificate of inspection as required by any regulation; or
- b) where the Boiler or Pressure Vessel -
- i. does not conform with all applicable Australian standards or codes; or
  - ii. is operating in an unsafe condition; or
- c) where an inspection by a competent person has not been carried out at intervals specified in Australian Standard AS/NZS 3788 1996.

#### 7. Fitting of Automatic Devices to Unattended Combustion Engines

We will not pay for loss, destruction, or damage to an unattended combustion engine as a result of the combustion engine not being fitted with an effective operational engine monitoring device which will stop the combustion engine in the event of a lubricating or cooling fault or failure.

#### 8. Fitting of Flow/Pressure Switch to Submersible or Borehole Pump

We will not pay for loss, destruction, or damage to a submersible or borehole pump as a result of the submersible or borehole pump not being fitted with an effective operational water flow or pressure switch capable of stopping the submersible or borehole pump in the event of water pressure drop or insufficient water flow.

#### 9. Modifications, Alterations, Additions, Improvements or Overhauls

We will not pay for the cost of any modifications, alterations, additions, improvements, or overhauls of the Machine, Boiler or Pressure Vessel.

#### 10. Liability

We will not pay for legal liability of any kind.

#### 11. Replacement of Machine

We will not pay for the cost of replacement of -

- a) heating or defrosting elements, brushes, batteries, screens, sieves, belts, ropes, wires, chains, felts, fabrics, packings, exchangeable tools, dryers, cutting blades, seals, fuses, filters, glass or ceramic components, electric contacts, filaments, tyres, rails, wear plates, dies, engraved cylinders, moulds, patterns, or other parts which by their use and nature suffer a high rate of wear or depreciation;
- b) refrigerant or transformer oils due to defective glands, seals, valves, gauges or loose connections;
- c) fuels, chemicals, filter substances, heat transfer media, cleaning agents, lubricants, oil, catalysts, or other operating material;
- d) concrete, brickwork, or refractories; or
- e) materials in the course of or undergoing processing.

#### 12. Statutory Regulations

We will not pay for the cost of replacement or exchange of -

- a) parts, equipment, or apparatus;
- b) liquids; or

- c) refrigerant gases;

to meet or comply with any statute or regulation in relation to substitution of refrigerant gas requirements whether carried out in the course of payable repairs or as a separate operation.

#### 13. Testing

We will not pay for damage arising from the Machine, Boiler or Pressure Vessel being -

- a) subjected to tests involving abnormal stresses; or
- b) intentionally overloaded.

#### 14. Damage to Machine, Boiler or Pressure Vessel

We will not pay for loss, destruction, or damage to -

- a) computers, telephone and closed circuit television installations, and other office electronic equipment;
- b) gaming, gambling, amusement, vending machinery, audio, or visual entertaining equipment;
- c) any vehicle, caravan, trailer, or cycle;
- d) lifts, escalators, or elevators;
- e) reticulating electrical wiring or lighting equipment;
- f) water and gas piping;
- g) storage tanks and vats;
- h) Watercraft; or
- i) Aircraft.

#### 15. Warranty or Guarantee

We will not pay for replacement parts, labour cost, or travelling cost recoverable under any supplier, manufacturer, or repairer's warranty or guarantee, or which would have been covered but for a breach of your obligations under the terms of the guarantee or warranty.

Also refer to the General Exclusions in Section 13 which are applicable to Section 8.

## 8.6 Specific conditions

If you elect to be insured under Section 8 of this policy, you must follow the Specific Conditions noted below otherwise we may deny liability to pay any claim under Section 8.

#### 1. Notice of Alteration and Additions

- a) You must notify us within 30 days of changes in work conditions, removal, alterations, or additions to the Machine, Boiler or Pressure Vessel.
- b) If we do not approve, of such changes, we may cancel the insurance in respect of the Machine, Boiler or Pressure Vessel and return to you a proportion of the Premium for the unexpired Period of Insurance.

#### 2. Claims Procedures and Requirements

- a) You must notify us prior to commencement of any repairs in excess of \$500 to ensure repairs are acceptable to us; and
- b) your repairer must leave on the Premises, for our inspection, all parts which have been replaced.

#### 3. Inspection

You must at all reasonable times permit our representative to inspect the Machine, Boiler or Pressure Vessel.

Also refer to the General Conditions in Section 14.

## 8.7 Optional covers

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

### Details of cover

#### 1. Refrigerated Stock

- a) We will pay for loss, destruction, or damage to stock, including their packaging, held in a refrigerated compartment arising from deterioration or putrefaction caused by -
  - i. a Breakdown payable under Section 8 or which would have been payable but for the application of any Excess;
  - ii. the failure of the public electricity supply caused by breakdown of the supplier's system which would have been payable if insured under Section 8, but we will not pay for a deliberate act of the supplier, unless performed for the sole purpose of safeguarding life, protecting a part of the supplier's system, or a scheme of rationing; or
  - iii. the operation or failure of the Machine's protective devices or thermostats, but we will not pay for loss, destruction, or damage caused by the manual operation or manual setting of switches or controls.
- b) We will pay for the reasonable expenses incurred to minimise and prevent further loss, provided the expenses do not exceed the loss avoided.
- c) Our liability is limited to -
  - i. the Sum Insured; or
  - ii. the purchase cost of the lost, destroyed, or damaged stock plus the additional expenses incurred;whichever is the lesser, less the stated Excess.
- d) Following the occurrence of loss, destruction, or damage, the Sum Insured is reinstated to the full amount specified in the Certificate of Insurance, provided that you pay the appropriate extra Premium if required by us.
- e) We will not pay for loss, destruction, or damage resulting from -
  - i. the inefficiency of the refrigeration system to hold the refrigerated compartment containing the refrigerated stock at the required temperature;
  - ii. the accidental or deliberate switching off of the refrigeration system controlling the refrigerated compartment containing the refrigerated stock;
  - iii. shrinkage, inherent defects, or diseases;
  - iv. improper storage or stowage or collapse of packing materials;
  - v. refrigerated stock that has passed their used by dates; or
  - vi. damage to goods which are alive or of a bacterial nature.
- f) Unless we have authorised otherwise, any damaged refrigerated stock must be retained for our inspection before disposal.

#### 2. Overseas Air Freight

- a) If you have a valid claim under Section 8 or would have had but for the application of an Excess, we will also insure you for the cost of air freight necessarily and reasonably incurred from anywhere in the world to obtain replacement parts.
- b) Our liability is limited to the Sum Insured stated in the Certificate of Insurance for the cost of overseas air freight, less the Excess on the total claim.

## Section 9 Motor vehicles

### 9.1 Definitions

The intended meaning of some of the important words used in Section 9 only, are shown below.

#### Accessories

- a) Equipment specifically manufactured and designed for a vehicle and fitted to the Vehicle as additional equipment, including -
  - i. stereo, cassette, and compact disc players;
  - ii. air conditioning units;
  - iii. alarms and other security devices; or
  - iv. radio receivers, and citizen band radio service equipment;but not including -
  - v. performance modification equipment; or
  - vi. radar detection equipment; and
- b) artwork or signwriting, gates, tarpaulins, chains, ropes, and winches while attached to the Vehicle.

#### Market Value

The cost to buy a vehicle of the same age, condition, model and make as the Vehicle, as assessed by us.

#### Personal Effects

Items of clothing and personal belongings normally worn or carried by a person but not including -

- a) firearms, sporting or photographic equipment;
- b) mobile phones, musical instruments, or computers;
- c) cheques, money, credit cards, negotiable instruments; or
- d) jewellery, watches, or furs.

#### Total Loss

When -

- a) the likely cost to repair the Vehicle plus the value of any salvage exceeds the Market Value or the Sum Insured, whichever is the lesser; or
- b) the Vehicle is stolen and not recovered within a reasonable period of time as determined by us.

#### Tool of Trade

A Vehicle equipped with a tool, implement, or device for -

- a) digging, scraping, grading, drilling, or levelling; or
- b) lifting, lowering, or supporting any object or person.

## Vehicle

Any mechanically propelled vehicle designed for use on land only, including a motor car, motor cycle, goods carrying vehicle, trailer, caravan, mobile plant and equipment, tractor, self propelled agricultural machine, or other vehicle, specified in the Certificate of Insurance and their Accessories.

Also refer to the [General Definitions](#) which are applicable to Section 9.

## 9.2 Defined events

If your Certificate of Insurance indicates that you have taken out insurance under Section 9, we insure you against each of the Defined Events listed below occurring during the Period of Insurance within the Commonwealth of Australia except as stated under We Will Not Pay.

Defined Event	We Will Not Pay Refer also to the Specific Exclusions in Section 9.5 and the General Exclusions in Section 13
<b>1. Loss, destruction, or damage to the Vehicle caused by Accident, Fire, or Theft</b>	We will not pay for - <ol style="list-style-type: none"> <li>a) gradual deterioration or depreciation;</li> <li>b) wear and tear, rust, or corrosion;</li> <li>c) structural, mechanical, electrical, or electronic breakdown, malfunction, or failure;</li> <li>d) the tyres of the Vehicle being damaged by application of brakes, or by road punctures, cuts, or bursts;</li> <li>e) loss of use of the Vehicle; or</li> <li>f) loss by Theft during or after a Fire or Accident unless and until steps have been taken to ensure the safety of the Vehicle.</li> </ol>

<b>2. The incurring of a Legal Liability to pay compensation or damages for property damage or personal injury caused -</b> <ul style="list-style-type: none"> <li>- <b>by the use of the Vehicle;</b></li> <li>- <b>by goods falling from or being carried by the Vehicle; or</b></li> <li>- <b>during loading or unloading of the Vehicle</b></li> </ul>	<ol style="list-style-type: none"> <li>a) We will not pay for any liability caused by, arising out of, or in connection with -           <ol style="list-style-type: none"> <li>i. any contract, warranty, or agreement unless such liability would have attached to you without the contract, warranty, or agreement;</li> <li>ii. the use of any unregistered or unlicensed Vehicle owned by you or in your custody or control;</li> <li>iii. the use of the Vehicle as a Tool of Trade except where the liability is caused -               <ol style="list-style-type: none"> <li>(A) directly by the Vehicle and does not involve loss or damage to underground cables, pipes, or other services;</li> <li>(B) by goods being lifted, lowered, or carried by the Vehicle; or</li> <li>(C) by the falling of goods being lifted, lowered, or carried by the Vehicle;</li> </ol> </li> <li>iv. delivery to or collection from the Vehicle; or</li> <li>v. the commercial transportation of Hazardous Goods, except as provided in Section 9.3(2) (d).</li> </ol> </li> <li>b) We will not pay for any liability -           <ol style="list-style-type: none"> <li>i. to any member of your family or to any person ordinarily residing with you or with whom you ordinarily reside;</li> <li>ii. in respect of which you are, or any person is, required by law to have in force at the time such liability is incurred, a policy of insurance;</li> <li>iii. in respect of which insurance is required by virtue of any statutory workers compensation scheme; or</li> <li>iv. for Removal of Debris except as provided in Section 9.3(2) (c).</li> </ol> </li> <li>c) We will not pay for -           <ol style="list-style-type: none"> <li>i. property belonging to you or in your custody or control;</li> <li>ii. fines or penalties; or</li> <li>iii. punitive, exemplary, or aggravated damages.</li> </ol> </li> </ol>
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## 9.3 Settlement

### Settlement basis

1. If you have a valid claim for loss, destruction, or damage to the Vehicle under Section 9.2(1), we will settle your claim on the basis set out below.

a) Repair

- i. We will either repair or replace the Vehicle, or at our option, make a cash payment equivalent to the cost of repairing or replacing the Vehicle.
- ii. If the Vehicle can be repaired, we will advise you of a suitable repairer/s or repair centre. If the vehicle is not driveable, we can arrange for it to be towed there. You may choose to have the Vehicle repaired at another repairer not nominated by us. In this instance we decide whether we will:

(A) pay you what it would have cost us to repair the Vehicle at one of our nominated repairers;

(B) pay you the fair and reasonable cost to repair the vehicle at your nominated repairer; or

(C) authorise the fair and reasonable cost of repairs at your nominated repairer.

b) Cost of Parts

We will not pay for the cost of -

- i. spare parts (whether available within the Commonwealth of Australia or not) in excess of manufacturer's last issued catalogue or price list for use in the Commonwealth of Australia;
- ii. air freight of parts; or
- iii. fabrication of parts.

c) Total Loss

Where we have settled the claim as a Total Loss and you have been indemnified -

- i. the wreckage becomes our property;
- ii. any proceeds of any salvage sale becomes ours; and
- iii. the insurance on that Vehicle terminates and no refund of Premium applies

d) Our Limit of Liability

- i. Our liability for sedans, Station Wagons and/or goods carrying vehicles not exceeding two tonnes carrying capacity, is limited to the Sum Insured (Agreed Value) stated in the Certificate of Insurance, less stated excess(es).
- ii. Our liability for ALL other vehicles is limited to the Sum Insured or Market Value at the time of loss, destruction, or damage, whichever is the lesser amount less the stated excess(es)

e) Excess

All applicable Excesses are cumulative.

f) New Vehicle

If the Vehicle is -

- i. a sedan, station wagon, van, or utility with a carrying capacity of less than 2 tonnes;

- ii. less than 24 months old from original registration; and

- iii. a Total Loss;

you may elect to have us replace the Vehicle with a brand new vehicle of a similar make and model including Accessories, subject to local availability.

g) Towing

Following loss, destruction, or damage we will pay in addition, to the Sum Insured, the reasonable cost of protection and removal of the Vehicle to a suitable repairer, repair centre, or place of safety we authorise.

2. If you have a valid claim for the incurring of a Legal Liability under Section 9.2(2), we will pay for the liability incurred on the basis set out below.

a) Our Limit of Liability

We will pay up to a total of \$20,000,000:

- i. in relation to any one accident or series of accidents arising out of the one event; and

- ii. including all your legal costs and expenses incurred with our written consent or recoverable from you by a claimant;

less any stated Excess.

b) Legal Expenses

- i. We will pay for all legal expenses incurred with our written consent in defending any court proceeding arising from a claim for which cover is provided by this Section.

- ii. We will not pay for legal expenses incurred by your failure to notify us immediately on receipt of any letter, notice of claim, writ, summons, or process.

c) Removal of Debris

We will pay up to \$5,000, in addition to the Limit of Liability, for the cost of removal and disposal of any debris resulting from:

- i. goods falling from the Vehicle; or

- ii. the spillage, escape, or explosion of goods being carried by the Vehicle;

as a result of an accident.

d) Hazardous Goods

We will pay up to \$25,000 for all claims arising out of any accident involving the commercial transportation of -

- i. any substances which form explosive mixtures with organic and other readily oxidisable materials; or

- ii. petroleum products, toxic chemicals, corrosive acids, inflammable liquids, gases, explosives, or inflammable substances having a closed cup flashpoint below 22.7° Celsius;

provided that the transportation complies with The Australian Code for the Transport of Dangerous Goods by Road and Rail.

## 9.4 Additional benefits

1. If you are insured for loss, destruction, or damage to the Vehicle under Section 9.2(1), we will extend your insurance to include the following Additional Benefits.

Limits to Additional Benefits, not in addition to Sum Insured unless otherwise stated

a) Taxi Fare

We will pay up to \$50 in addition to the Sum Insured, for the cost of a taxi fare paid by you for transport from the scene of the Accident where the Vehicle is damaged and requires towing, provided that you -

- i. provide us with a receipt; and
- ii. have a valid claim under Section 9.2(1).

b) Return of Vehicle

Where the Vehicle is stolen and recovered, we will pay the necessary costs involved in having the Vehicle returned to the place it is normally garaged.

c) Use of Trailers

We will pay up to \$500 in addition to the Sum Insured, for loss, destruction, or damage to any two or four wheel trailer, other than a caravan, while it is attached to the Vehicle.

d) Approved Security Device

You will not lose your No Claim Bonus applicable to the Vehicle nor will you have to pay any Excess following the Theft or attempted Theft of the Vehicle, if -

- i. the Vehicle is fitted with a security device approved by us; and
- ii. the device was armed and operable at the time of the Theft or attempted Theft.

e) No Blame Bonus Concession

You will not lose the No Claim Bonus applicable to the Vehicle, if the Vehicle is involved in an accident if:

- i. another person was entirely at fault; and
- ii. you can identify and provide the name and address of that person.

f) Personal Effects

We will pay up to \$250 in addition to the Sum Insured, for loss, destruction, or damage to Personal Effects belonging to you or your employees, if -

- (A) lost, destroyed, or damaged in an accident involving the Vehicle; or
- (B) stolen from your securely locked Vehicle.

ii. We will not apply any Excess for a claim for Personal Effects only.

g) Death Benefit

i. We will pay you \$4,000 in addition to the Sum Insured, in the event of the death of the driver of the Vehicle -

- (A) arising out of an accident involving the Vehicle; and
- (B) occurring within 12 calendar months from the date of the accident.

ii. We will not apply any Excess for a claim for death benefit only.

h) Front Windscreen

You are entitled to make one Excess free claim for the replacement or repair of the front windscreen damaged in an accident, each Period of Insurance without losing the No Claim Bonus applicable to the Vehicle but only if the Vehicle -

- i. has a carrying capacity of less than 2 tonnes; and
- ii. is receiving our maximum No Claim Bonus discount.

i) Transit

We will pay for loss, destruction, or damage to the Vehicle while in transit by sea or air between places within the Commonwealth of Australia or whilst being loaded before, or unloaded after, such transit.

j) Hire Costs Following Theft

i. We will pay up to \$1,000 in addition to the Sum Insured following the theft of the Vehicle for the cost of hiring a similar vehicle for a period:

- (A) up to a maximum of 21 days; or
- (B) up to the date of recovery of the Vehicle,

whichever is the shortest period of time.

ii. We will pay you up to \$2,000 in total for any excess you are required to pay, and the amount of security bond forfeited under a hire car agreement if:

- (A) we have agreed to pay the cost of the hire car; and
- (B) the excess or security bond is payable as a result of loss or damage to the hire car or loss or damage caused by the hire car during the hire period we cover.

k) No Fault Excess

i. If your Vehicle is a sedan, station wagon, van or utility with a carrying capacity of less than 2 tones, you will not be required to pay an Excess for a claim, provided that:

- (A) the driver of another vehicle was entirely at fault;
- (B) you can identify the driver and supply the name and address of that driver and the registration number of the other vehicle; and
- (C) the amount of the claim exceeds the amount of any Excess, which would have otherwise been applicable.

ii. Where there is a dispute as to who is at fault, you must first pay the applicable Excess, however this will be refunded to you if it is established that the other driver was entirely at fault.

2. If you are insured for the incurring of a Legal Liability under Section 9.2(2), we will extend your insurance to include the following Additional Benefits.

Limits to Additional Benefits, not in addition to Sum Insured unless otherwise stated

a) Substitute Motor Vehicle

We will pay for liability arising from the use of a substitute vehicle, provided that -

- i. the Vehicle must be unable to be used as a result of damage, or mechanical or electrical breakdown or failure;
- ii. the substitute vehicle must not be owned by you but must be in your custody or control;
- iii. the substitute vehicle must be similar to the Vehicle;
- iv. there must be no other insurance policy which provides cover for the same liability; and
- v. not more than one substitute vehicle may be used at any one time in respect of the Vehicle.

b) Use of Trailer

We will pay for liability arising from any trailer or caravan while it is -

- i. attached to the Vehicle; or
- ii. accidentally detached from the Vehicle while in motion.

c) Indemnity for your Employer or Principal

We will pay all sums for which your employer, principal, or partner, becomes legally liable to pay as your employer, principal, or partner, in respect of personal injury or property damage caused by, or arising out of, the use of the Vehicle.

d) Employees using own Motor Vehicle

- i. We will pay for your liability arising out of your employees using their own motor vehicle while on your Business.
- ii. We will not pay if your employees' are entitled to cover under their own vehicle insurance.

e) Uninsured Motorist

We will pay up to \$3,000, where the Vehicle is damaged in an accident with an uninsured vehicle provided that -

- i. you can provide us with the name and address of the other driver and the registration number of the other vehicle;
- ii. the driver of the other vehicle was entirely at fault for the accident;
- iii. the damage to the Vehicle is not otherwise insured under this, or any other policy of insurance;
- iv. the other vehicle was not owned by you, or registered in your name or the name of any other person with whom you ordinarily reside or who ordinarily resides with you; and
- v. you agree not to take any separate action against the other driver without our consent.

f) Persons Insured

We will treat as though he or she were you, any person who -

- i. with your consent was driving, using, or in charge of your Vehicle at the time of the accident, provided that he or she -
  - (A) is not entitled to cover under any other insurance policy; and
  - (B) has not been refused motor vehicle insurance by any insurer; or
- ii. at the time of the accident was an authorised passenger in your Vehicle.

- 3. If you are insured under Section 9, we will extend your insurance to include the following Additional Benefits.

Limits to Additional Benefits, not in addition to Sum Insured unless otherwise stated

a) Cross Liability

Where the definition of "you" or "your" comprise more than one party, if one party causes personal injury or property damage and thereby becomes legally liable to one or more of the other parties, we will give cover to the party which has caused the personal injury or property damage but -

- i. our Limit of Liability is not increased by this Additional Benefit; and
- ii. this Additional Benefit is always subject to the operation of the Joint Insured provision in Section 14(4).

b) Automatic Additions and Deletions

- i. We will insure any additional vehicle purchased, leased, or hired by you for up to -

- (A) \$100,000;
- (B) the vehicle's current market value; or
- (C) the purchase price of the vehicle;

whichever is the lesser.

- ii. You must -

- (A) notify us within 14 days of the date of the purchase, lease, hire, or sale; and
- (B) pay any additional premium requested by us.

- iii. We will allow a premium adjustment for any Vehicle sold or disposed of during the Period of Insurance.

## 9.5 Specific exclusions

### Excluded circumstances

1. Alcohol or Drugs

We will not pay for loss, destruction, or damage, or the incurring of a liability at a time when the Vehicle is being driven by, or is in charge of, any person -

- a) under the influence of any drug or intoxicating liquor;
- b) who is subsequently convicted of or issued with an infringement notice for driving under the influence of alcohol, drugs, or alcohol and drugs;
- c) who is subsequently convicted of or issued with an infringement notice for driving while the percentage of alcohol in the blood exceeds that permitted by the law of any State or Territory; or
- d) who is subsequently convicted of or issued with an infringement notice for refusing to provide or allow the taking of a sample of breath, blood, or urine for preliminary testing or for analysis as required by the law of any State or Territory for the purpose of ascertaining the percentage of alcohol in the blood.

In the case of some person other than you driving or being in charge of the Vehicle, your cover under Section 9 will not be prejudiced if you prove that you did not know, and could not reasonably have known, that the other person was so affected.

## 2. Unroadworthy

We will not pay for loss, destruction, or damage or the incurring of a liability caused directly or indirectly by the unroadworthy or unsafe condition of the Vehicle, being a condition that was known to you, or should reasonably have been known to you, at the time of the occurrence of the loss, destruction, or damage or the incurring of the liability.

## 3. Intentional Act

We will not pay for loss, destruction, or damage, intentionally caused by, or a liability intentionally incurred by, you or a person acting with your express or implied consent.

## 4. Deliberate Exposure

We will not pay for loss, destruction, or damage or the incurring of a liability as a result of -

- a) a deliberate exposure to exceptional danger; or
- b) any wilful or reckless acts while you are, or any other person with your express or implied consent is, driving or in charge of the Vehicle.

## 5. Unlawful Purpose

We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when the Vehicle is being used for an unlawful purpose, by you or by a person with your express or implied consent.

## 6. Speed Tests

We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when the Vehicle is being used in, or tested in preparation for racing, pacemaking, a reliability, navigational, or similar trial, or a speed, hill-climbing, or similar test, by you, or by some other person with your express or implied consent.

## 7. Carrying, Lifting, or Towing Capacity

- a) We will not pay for loss, destruction, or damage or the incurring of a liability as a result of the Vehicle, carrying, lifting, or towing a load greater than the designed carrying, lifting, or towing capacity of the Vehicle.
- b) In the case of some person other than you driving or being in charge of the Vehicle, your cover under Section 9 will not be prejudiced if you prove that you did not know, and could not reasonably have known, that the Vehicle was carrying, lifting, or towing a load greater than the designed carrying capacity of the Vehicle.

## 8. Hire Vehicle

We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when the Vehicle is being used in the course of the business of carrying passengers for hire or reward, or let on hire by you as lessor.

## 9. Unlicensed Driver

- a) We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when you are, or any person with your express or implied consent is, driving the Vehicle and is not authorised under the law in force in the State or Territory in which the Vehicle is being driven, being a law with respect to the licensing of drivers of motor vehicles, to drive the Vehicle.

- b) In the case of some person other than you driving or being in charge of the Vehicle, your cover under Section 9 will not be prejudiced if you prove that you did not know, and could not reasonably have known, at the time when the consent was given or implied, that person was not so authorised.

## 10. Liquid Petroleum Gas

We will not pay for loss, destruction, or damage or the incurring of a liability as a result of the use of liquid petroleum gas (LPG) as a source of fuel, unless there has been strict compliance with all relevant statutes and regulations with respect to such use.

## 11. Stock in Trade

We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when the Vehicle is in the possession of a person as part of that person's stock in trade.

## 12. Motor Trade

We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when the Vehicle is being used in connection with the motor trade to tow some other vehicle, or in an experiment, test, trial, or demonstration.

## 13. Reasonable Care after Accident

We will not pay for loss, destruction, or damage occurring as a result of you failing to take steps that are, in the circumstances, reasonable for the security of the Vehicle after loss, destruction, or damage to the Vehicle.

## 14. Seizure or Confiscation

We will not pay for loss, destruction, or damage or the incurring of a liability as a result of lawful seizure, confiscation, nationalisation, or requisition of the Vehicle.

Also refer to the General Exclusions in Section 13 which are applicable to Section 9.

## 9.6 Optional covers

If you have Accident, Fire and Theft cover for loss, destruction or damage to the Vehicle under section 9.2(1) the Optional Cover as indicated below will apply automatically unless you choose not to take this cover.

### Details of cover

#### 1. Maximum No Claim Bonus Protection

You are entitled to make one claim each Period of Insurance without losing the No Claim Bonus if the Vehicle -

- i. has a carrying capacity of less than 2 tonnes; and
- ii. is receiving our maximum No Claim Bonus discount.

# Section 10

## Electronic equipment

### 10.1 Definitions

The intended meaning of some of the important words used in Section 10 only, are shown below.

#### **Breakdown**

Physical loss, destruction, or damage resulting from the electronic, electrical, or mechanical failure of the Equipment arising from internal defects causing sudden stoppage of the function and requiring the repair or replacement of the Equipment.

#### **Equipment**

The computers, word processors, electronic data processing equipment, specified in the Certificate of Insurance.

#### **Indemnify**

- a) Where the Equipment is lost or destroyed, its replacement by similar equipment to a condition equal to but not better or more extensive than its condition at the time of loss or destruction; or
- b) where the Equipment is damaged, the repair or restoration of the Equipment without deduction for depreciation.

#### **Indemnity Period**

The period specified in the Certificate of Insurance beginning with the use of a Substitute System and ending not more than the specified number of months later, during which the results of the Business are affected as a result of loss, destruction, or damage payable under Section 10.

#### **Maintenance Agreement**

Any agreement which provides for the remedial repair of any fault or breakdown which occurs in the course of the normal operation of the Equipment, including the costs of all parts and labour.

#### **Power Surge Protection Device**

A device which will protect Equipment from loss, destruction, or damage resulting from electrical power supply -

- a) surge, interference, or overload; or
- b) transient surge spikes.

#### **Substitute System**

Any reasonable process undertaken to maintain the normal operation of the Business.

Also refer to the General Definitions which are applicable to Section 10.

### 10.2 Defined events

If your Certificate of Insurance indicates that you have taken out insurance under Section 10, we insure you against sudden unforeseen physical loss, destruction, or damage of the Equipment, but only -

- a) while at the Premises;
- b) after the completion of successful initial commissioning; and
- c) during the Period of Insurance.

We do not insure you for the matters set out in the Specific Exclusions in Section 10.5 or the General Exclusions in Section 13.

### 10.3 Settlement

If you have a valid claim under Section 10, we will at our option pay for, reinstate, or repair the Equipment on the basis set out below.

#### **Settlement basis**

##### 1. Equipment

###### a) Where the Equipment is -

- i. lost or destroyed, its replacement by similar equipment, to a condition equal to but not better or more extensive than its condition when new; or
  - ii. damaged, the repair or restoration of the Equipment to a condition substantially the same as but not better or more extensive than its condition when new;
- provided that a sum insured equal to the cost of Reinstatement has actually been incurred, otherwise we will Indemnify you.

###### b) We are not bound to Reinstatement exactly or completely but only as circumstances permit and in a reasonably sufficient manner.

###### c) If the Equipment can be repaired, then it must be repaired unless the cost of repair exceeds the replacement cost, in which case the Equipment will be replaced.

###### d) No deductions will be made for depreciation in respect of parts replaced, except that we will deduct from the replacement cost of valves, tubes (including picture tubes), and light sources the percentage which the use, up to the time of failure, bears to the expected life as quoted by the manufacturer or supplier.

##### 2. Expenses

We will pay for all reasonable expenses incurred to return the damaged Equipment to its former state of serviceability, including -

- a) labour, travel, and call out costs;
- b) cost of dismantling, re-erection, and removal of debris;
- c) charges for overtime and work on public holidays; and
- d) freight within the Commonwealth of Australia including transportation, as freight, by any recognised airline's scheduled service.

##### 3. Installed Value Less than \$75,000

- a) We will pay for Breakdown of Equipment with a new individual installed value of less than \$75,000, and where a total new installed value of all Equipment is less than \$300,000, without a Maintenance Agreement in force for the full duration of the Period of Insurance.

b) We will not pay for Breakdown of Equipment with a new individual installed value of \$75,000 or greater, and where the total new installed value of all Equipment is \$300,000 or greater, unless you have a Maintenance Agreement in force for the full duration of the Period of Insurance.

#### 4. Salvage

The agreed value of any salvage will be deducted from any claim and the salvage will remain your property.

#### 5. Our Limit of Liability

Our total liability is limited to the Sum Insured, less the stated Excess.

#### 6. Automatic Reinstatement of the Sum Insured

Following the occurrence of loss, destruction, or damage, the Sum Insured is reinstated to the full amount specified in the Certificate of Insurance, provided that you pay the appropriate extra Premium if required by us.

#### 7. Under Insurance

If your Property is insured for less than 80% of its Reinstatement value at the time the insurance under this Section was taken out, renewed, extended, or varied we will only pay that portion of the claim which the Sum Insured bears to 80% of that value, in accordance with the formula -

$$\frac{\text{the amount of the loss, destruction, or damage} \times \text{the Sum Insured}}{80\% \text{ of the value of the Property}}$$

Example:

Where the Property is valued at \$20,000 but only insured for \$10,000 and a loss of \$5,000 occurs, we will pay

$$\frac{\$5,000 \times \$10,000}{(80\% \text{ of } \$20,000)} = \$3,125$$

We will not pay \$1,875.

## 10.4 Additional benefits

If you are insured under Section 10, we will extend your insurance to include the following Additional Benefits.

Limits to Additional Benefits, not in addition to Sum Insured unless otherwise stated

#### 1. Newly Installed or Replaced Items

- a) We will pay, in addition to the Sum Insured, up to -
  - i. 10% of the total Sum Insured for Equipment; or
  - ii. \$10,000;whichever is the lesser, for successfully tested and commissioned additional equipment, newly installed at the Premises during the Period of Insurance.
- b) You must at the end of the Period of Insurance forward to us -
  - i. details of the equipment newly installed or deleted during the Period of Insurance; and
  - ii. copies of all guarantees/warranties being in effect pertaining to that equipment.
- c) Any additional or return Premium will be calculated corresponding to the type and value of the Equipment and the period during which it was insured.

#### 2. Equipment while Temporarily Removed

a) We will pay for loss, destruction, or damage to normally static Equipment while it is being transported away from the Premises to anywhere in the Commonwealth of Australia, for the purpose of repair, alteration, or modification.

b) We will pay up to -

- i. \$5,000; or
- ii. any other amount specifically agreed in writing by us;

for any one accident, less an Excess of \$250 for each item.

c) We will not pay for loss, destruction, or damage -

- i. due to theft or attempted theft while the Equipment is unattended unless inside a -
  - (A) locked building; or
  - (B) securely locked motor vehicle; or
- ii. unless packed in the original manufacturer's shipment container and packing, or equivalent purpose built transportation container.

## 10.5 Specific exclusions

We do not insure you under Section 10 in the following circumstances.

### Excluded circumstances

#### 1. Maintenance and Alterations

We will not pay for the cost of -

- a) maintenance work; or
- b) alterations, additions, improvements, or overhauls whether carried out in the course of payable repairs or as a separate operation.

#### 2. Wear and Tear

We will not pay for the cost of replacement or restoration following gradual deterioration, wear and tear, rust, corrosion, erosion, oxidation, or scale formation.

#### 3. Temporary Repairs

We will not pay for the cost of temporary repairs except where such repairs constitute part of the final repairs and do not increase the total repair costs.

#### 4. Hire, Rental, Lease, or Loan

We will not pay for loss, destruction, or damage, occurring to Equipment during any period when it is out of your possession on hire, rental, lease, or loan.

#### 5. Atmospheric Moisture or Fluctuation in Temperature

We will not pay for loss, destruction, or damage caused by atmospheric moisture or fluctuation in temperature.

#### 6. Scratching of Painted or Polished Surfaces

We will not pay for loss, destruction, or damage caused by or arising from scratching of painted or polished surfaces.

#### 7. Maintenance Agreement

We will not pay for any loss, destruction, or damage covered under any Maintenance Agreement or which would have been covered but for a breach of your obligations under the terms of the Maintenance Agreement.

## 8. Manufacturers' or Suppliers' Guarantee/Warranty

We will not pay for loss, destruction, or damage covered under any manufacturers' or suppliers' guarantee/warranty or which would have been covered but for a breach of your obligations under the terms of the guarantee/warranty.

## 9. Data or Data Media

We will not pay for loss, destruction, or damage to electronic data processing media unless you have Optional Cover under Section 10.7(2).

## 10. Computer Virus

We will not pay for loss, destruction, or damage caused by or arising from Computer Virus.

## 11. Valves, Tubes, and Batteries

We will not pay for the cost of replacement of -

- a) valves, tubes (including picture tubes), and light sources which are components of the Equipment and which -
  - i. have reached the end of their normal working life; or
  - ii. are being replaced because of damage, which in the opinion of the manufacturer or supplier of the Equipment affected, was caused by wearing out resulting from ordinary use or working;
- b) damaged, worn, or spent batteries, belts, chains, tapes, ribbons, films, filters, fuses, electric heating elements, glass components, or lubricants; or
- c) component parts worn or deteriorated through normal operation.

Also refer to the General Exclusions in Section 13 which are applicable to Section 10.

## 10.6 Specific conditions

If you elect to be insured under Section 10 of this policy, you must follow the Specific Conditions noted below otherwise we may deny liability to pay any claim under Section 10.

### 1. Claims Procedures and Requirements

- a) You must notify us prior to commencement of any repairs in excess of \$500 to ensure repairs are acceptable to us.
- b) Your repairer must leave on the Premises, for our inspection, all parts which have been replaced.

### 2. Power Surge Protection

Where a Power Surge Protection Device has been installed you must ensure that it is maintained in good working condition and activated at all times when the Equipment is connected to the electric power supply.

### 3. Manufacturers' or Suppliers' Guarantee/Warranty

You must -

- a) lodge with us prior to inception of this insurance, a copy of all guarantees/warranties being in effect pertaining to the Equipment; and
- b) give us 30 days prior notice in writing of any alteration, cancellation, or termination of the guarantee/warranty.

Also refer to the General Conditions in Section 14.

## 10.7 Optional covers

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

### Details of cover

#### 1. Portable Equipment

- a) We will pay for loss, destruction, or damage to Equipment specifically designed to be carried by hand or on the person when away from the Premises, and while located (including in transit) anywhere within the Commonwealth of Australia.
- b) We will not pay for loss, destruction, or damage -
  - i. due to theft or attempted theft while the portable Equipment is unattended unless inside a -
    - (A) locked building; or
    - (B) securely locked motor vehicle; or
  - ii. from any cause whatsoever while installed or carried in or on an aircraft, aerial device, train, bus, waterborne vessel, or craft, unless carried as personal baggage, and not contained or transported in cargo holds.

#### 2. Electronic Data Processing Media - Loss of Information

- a) If the electronic data processing media (Data Media) is lost, destroyed, or damaged as a result of a Defined Event in Section 10.2, we will pay -
  - i. the reasonable cost of replacement of the lost, destroyed, or damaged Data Media by new unused materials;
  - ii. all reasonable expenses incurred by you strictly for the purpose of restoring the Data Media by reproduction of the data or information to a condition equivalent to that existing prior to the occurrence of loss, destruction, or damage;
  - iii. for lost data or information to be reproduced in an updated form, if the cost of doing so is no greater than that of reinstatement to a condition existing prior to the occurrence of loss, destruction, or damage; and
  - iv. the cost of extra charges incurred for overtime work.
- b) Our liability is limited to the Sum Insured, less the stated Excess.
- c) We will not pay for -
  - i. costs and expenses incurred more than 12 months after the occurrence of physical loss, destruction, or damage payable under Section 10;
  - ii. loss or distortion (of data information or records) which does not arise from physical damage to the Data Media material;
  - iii. wasting, wearing away, or wearing out, caused by or naturally resulting from ordinary use, working, or gradual deterioration;
  - iv. faults or defects known to you, or your employees, and not disclosed to us at the time this insurance was arranged; or
  - v. loss, destruction, or damage caused by atmospheric moisture, or temperature, but not if directly resulting from damage to air-conditioning equipment essential for controlling the working or storage environment of the Equipment.

### 3. Increased Cost of Working

- a) We will pay for all additional expenditure necessarily and reasonably incurred for the use of a Substitute System during the Indemnity Period -
- i. to maintain normal business operation during the interruption following a loss, destruction, or damage payable under Section 10; or
  - ii. if the normal operation of the Equipment is interrupted as the direct result of Breakdown, at the Premises and during the Period of Insurance, for which remedial service is provided under a manufacturer's or supplier's Maintenance Agreement.
- b) Our liability is limited to the Sum Insured for -
- i. the Indemnity Period;
  - ii. the aggregate of all interruptions during the Period of Insurance; or
  - iii. any one interruption, the pro-rata proportion of the Sum Insured corresponding to the actual duration of the interruption;
- whichever is the lesser, less the stated Excess.
- c) The Excess is the first 2 working days or the number of working days specified in the Certificate of Insurance, whichever is greater, of each and every loss.
- d) We will not pay for -
- i. the normal expenses which you would have incurred in the operation of the Equipment;
  - ii. the number of days specified in the Certificate of Insurance;
  - iii. more than four weeks of the Indemnity Period due to delay in the repair or restoration of property of foreign manufacture where such delays result from -
    - (A) measures, restrictions, or regulations imposed by any government, public, or local authority;
    - (B) the time required to procure replacement components, parts, or complete equipment in overseas markets;
    - (C) the time required to transport or ship component parts or complete equipment between the Premises and the overseas place of repair or restoration; or
    - (D) the time required to engage and transport overseas specialists or consultants to assist in or supervise local repairs;
  - iv. any expenses incurred during any period where inability to resume normal operation of the Equipment arises solely by reason of the discontinuance of manufacture or obsolescence of the system or any component part of the system; or
  - v. business interruption periods due to alterations or improvements to the Equipment, or solely due to the need for cleaning, adjustment, inspection, or maintenance.

# Section 11

## Tax audit

### 11.1 Definitions

The intended meaning of some of the important words used in Section 11 only, are shown below.

#### **Accountant**

Your accountant named in the Proposal.

#### **Audit**

The conduct of a taxation audit by the Australian Taxation Office of your liability to pay a Designated Tax, including the amount of such tax.

#### **Designated Tax**

Any tax assessable in accordance with the provisions of the Income Tax Assessment Act, Fringe Benefits Tax Assessment Act, or Sales Tax Assessment Act.

#### **Investigation**

A detailed and in-depth investigation by the Australian Taxation Office of your liability to pay a Designated Tax, including the amount of such tax.

#### **Professional Fees**

The fees and costs reasonably and necessarily incurred by you to your Accountant, Registered Tax Agent, or lawyer for work carried out in respect of the Audit or Investigation, but not including -

- a) your employees' salaries; or
- b) amounts paid to other outside professional persons or consultants, unless we have agreed to pay the amounts prior to appointment.

#### **Registered TaxAgent**

Your registered tax agent named in the Proposal.

#### **Return**

The documentation required to be lodged with the Australian Taxation Office as your annual income tax return.

Also refer to the [General Definitions](#) which are applicable to [Section 11](#).

### 11.2 Defined events

If your Certificate of Insurance indicates that you have taken out insurance under Section 11, we insure you against the cost of Professional Fees as a result of an -

1. Audit; or
  2. Investigation;
- occurring during the Period of Insurance within the Commonwealth of Australia.

We do not insure you for any of the matters set out in the Specific Exclusions in Section 11.4 or the General Exclusions in Section 13.

## 11.3 Settlement

If you have a valid claim under Section 11, we will pay the Professional Fees on the basis set out below.

### Settlement basis

#### 1. Professional Fees

We will pay for Professional Fees -

- a) from when notification of the Audit or Investigation is first received from the Australian Taxation Office; and
- b) until -
  - i. written advice from the Australian Taxation Office is given that the Audit or Investigation is completed;
  - ii. the issue, from the Australian Taxation Office, of an assessment or amended assessment of your tax liability following the Audit or Investigation; or
  - iii. 6 months after commencement of the Audit or Investigation;whichever occurs first.

#### 2. Our Limit of Liability

Our total liability during the Period of Insurance for all claims is limited to the Sum Insured, less the stated Excess.

## 11.4 Specific exclusions

We do not insure you under Section 11 for any claim in respect of, or arising from, or relating to any of the following circumstances.

### Excluded circumstances

#### 1. Self Employment, Company, or Business

We will not pay for any claim in respect of, or arising from, or relating to your self employment, company, or Business, unless specified as such in the Certificate of Insurance.

#### 2. Preparation of Return

We will not pay for any claim in respect of any Audit or Investigation into any Return which was not prepared by your Accountant or Registered Tax Agent.

#### 3. Routine Inquiries

We will not pay for routine inquiries from the Australian Taxation Office.

#### 4. Fraud

We will not pay for any fraudulent act or omission committed by you, or on your behalf.

#### 5. Fines or Penalties

We will not pay for any tax, penalty, levy, cost, interest, or fine.

#### 6. Customs

We will not pay for any matters arising under any Customs' statute or regulation.

#### 7. Previous Knowledge

We will not pay for any claim in respect of an Audit or Investigation, notice of which or information of the likelihood of such Audit or Investigation taking place, was received by you, or by any person acting on your behalf, prior to the Period of Insurance.

#### 8. Outside the Commonwealth of Australia

We will not pay for any claim in respect of an Audit or Investigation concerning income sourced or earned outside the Commonwealth of Australia.

#### 9. Documents

We will not pay for any claim in respect of, or arising from, or relating to any improper, unwarranted, or unjustified refusal or failure to comply with any request made by or on behalf of the Australian Taxation Office for the production of documents or the furnishing of information.

Also refer to the General Exclusions in Section 13 which are applicable to Section 11.

## 11.5 Specific conditions

If you elect to be insured under Section 11 of this policy, you must follow the Specific Conditions noted below otherwise we may deny any liability to pay any claim under Section 11.

#### 1. Taxation Department Matters

- a) All Returns or other documentation required must be submitted within the prescribed time limits set by any relevant statute, regulation, or the Australian Taxation Office, unless you can demonstrate that any failure to comply was not the result of wilful delay.
- b) You must -
  - i. maintain proper records sufficient to enable complete and correct Returns to be compiled;
  - ii. make a full and complete disclosure of all income as required by any relevant legislation;
  - iii. deal with all correspondence, requests, and inquiries from the Australian Taxation Office within a reasonable time;
  - iv. pay all taxes by the due date or within any extension granted by the Australian Taxation Office; and
  - v. notify the Australian Taxation Office without delay upon you, or any person acting on your behalf, becoming aware of any error or deficiency in any information, Return, or other documentation furnished to them.

#### 2. Professional Fees

All accounts for Professional Fees payable under Section 11 must be submitted to us immediately upon receipt.

#### 3. Claim Procedures

You must -

- a) notify us in writing immediately of any circumstances which give rise or are likely to give rise to a claim;
- b) at all times keep us fully and continually informed of all material developments in relation to the claim and in relation to any Audit or Investigation;
- c) take all steps as are necessary and reasonable to minimise any delays and the amount of any fees or costs incurred or likely to be incurred in connection with any Audit or Investigation; and

- d) at our request, instruct your Accountant, Registered Tax Agent, lawyer, or any other person or organisation, to produce to us without delay any documents, information, or advice in your possession which we may require in connection with any claim.

4. Investigation

We may make our own investigation into any matter which is or may be the subject of a claim under Section 11.

5. Authority for Inquiry

You must allow us to make inquiries directly with the Australian Taxation Office as to any matter which is or may be the subject of a claim under Section 11.

6. Access to your Accountant and Others

You must -

- a) allow us to have direct access to your Accountant, Registered Tax Agent, lawyer, or any other person or organisation as to any matter which is or may be the subject of a claim under Section 11; and
- b) co-operate fully with us.

Also refer to the [General Conditions in Section 14](#).

## Section 12

This section is  
unavailable

# Section 13

## General exclusions

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

### Excluded circumstances

#### 1. Warlike Activities or Nuclear Material

We will not pay for loss, destruction, damage, injury, illness, or the incurring of a liability directly or indirectly caused by, or contributed to, or in consequence of:

- a) war, invasion, acts of foreign enemy, hostilities (whether war may be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, requisition, or destruction of, damage to property by or under the order of any government, public, or local authority or looting, sacking, or pillaging following any of the above;
- b) nuclear weapons material; or
- c) ionising, radiations, contamination, radioactivity from any nuclear waste, or from the combustion of nuclear fuel, or from any self sustaining process of nuclear fission.

#### 2. Consequential Loss

We will not pay for any loss, destruction, damage, or liability directly or indirectly caused by, or contributed to by consequential loss of any description to the Business.

#### 3. Fraudulent Claims

We will not pay if you, or anyone acting on your behalf or with your knowledge or connivance, should make a claim knowing or reasonably suspecting the same to be false or fraudulent. Making a fraudulent claim is a criminal offence. We may report to the police any person who lodges a fraudulent claim.

#### 4. Intentional Act

We will not pay a claim if you, or someone else with your knowledge, deliberately caused any part of the loss, destruction, damage, or liability.

#### 5. Bushfire / Cyclone

- a) We will not provide any cover, for a period of 48 hours from the time of the commencement of your insurance, for damages or loss caused by:
  - i. bushfire or grassfire; or
  - ii. a named cyclone.
- b) This exclusion does not apply, however, if this insurance commences directly after:
  - i. another insurance policy covering the same property expired, without a break in cover;
  - ii. you have entered into a contract of sale to purchase the property; or
  - iii. you have entered into a contract to lease the property.

#### 6. Year 2000 Exclusion

“Electronic Equipment” means any device, equipment, machine, medium, system (whether computer or otherwise and including any embedded system), hardware, firmware, software, or any part or component of the foregoing (including any circuit, processor, or chip).

“Year 2000 Conformity” means that the performance, operation, or functionality (including but not limited to the ability to create, recognise, process, calculate, manipulate, retain, deal with, or store data) is not in any way adversely affected or prejudiced by the manner in which any date or any year before, during, or after the year 2000 is described, interpreted, or recognised (including but not limited to the recognition of any date as its true calendar date or any period of time as its true period of time).

- a) We will not pay for claims under Section 6 or 8 directly or indirectly arising from or in any way connected with the failure or inability of any Electronic Equipment to meet Year 2000 Conformity.
- b) (i) We will not pay for any claim under Section 1 or 3 directly or indirectly arising from or in any way connected with the failure or inability of any Electronic Equipment to meet Year 2000 Conformity.
  - (ii) Notwithstanding the provisions of paragraph (b)(i), we will pay for a claim for subsequent loss, destruction, or damage not otherwise excluded caused by:
    - (A) fire;
    - (B) explosion;
    - (C) escape of liquid as a result of bursting, leaking, discharging, or overflowing of pipes, tanks, fixed room heating apparatus; or
    - (D) impact by vehicle, aircraft, or watercraft;

Provided that we will not pay for such Additional Working Costs where they result from any continuing failure or inability of any Electronic Equipment to meet Year 2000 Conformity after the lost, destroyed or damaged property is repaired or replaced.

- c) (i) We will not pay for any claims under Section 10 directly or indirectly arising from or in any way connected with the failure or inability of any Electronic Equipment to meet Year 2000 Conformity.
  - (ii) Notwithstanding the provisions in paragraph (c)(i), we will pay for a claim for subsequent loss, destruction, or damage not otherwise excluded, caused by:
    - (A) fire;
    - (B) explosion;
    - (C) escape of liquid as a result of bursting, leaking, discharging, or overflowing of pipes, tanks, fixed room heating, or water apparatus; or
    - (D) impact by vehicles, aircraft, or watercraft; or
    - (E) burglary or theft.

#### 7. Terrorism Exclusion

We will not pay for loss, destruction, or damage, cost, expense, injury, illness or the incurring of a liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purpose to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf or in connection with any organisation(s), or government(s) de jure or de facto, and which:

- a) involves violence against one or more persons; or
- b) involves damage to property; or
- c) endangers life other than that of the person committing the action; or
- d) creates a risk to health and safety of the public or a section of the public; or
- e) is designed to interfere with or disrupt an electronic system.

We will also not pay for loss, destruction, damage, cost, expense, or the incurring of a liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

#### 8. Electronic Data Exclusion

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

We will not pay for any claims under this policy directly or indirectly arising from or in any way connected with:

- a) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation, or misappropriation of Electronic Data;
- b) any error in creating, amending, entering, deleting, or using Electronic Data; or
- c) total or partial inability or failure to receive, send, access, or use Electronic Data for any time or at all, arising from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur, other than arising solely from:
  - i. fire
  - ii. lightning;
  - iii. explosion;
  - iv. earthquake, subterranean fire, or volcanic eruption;
  - v. escape of liquids as a result of bursting, leaking, discharging, or overflowing of pipes, tanks, fixed room heating, or water apparatus;
  - vi. impact by tees, watercraft, or aircraft and other aerial devices;
  - vii. impact by vehicles or animals;
  - viii. storm or rainwater; or
  - ix. burglary or theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing the Electronic Data.

#### 9. Computer Viruses, Attacks by Hackers, Data Manipulation or Operational Errors

We will not pay for loss, destruction, damage, cost, expense, injury, illness or the incurring of a liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

- a) Computer Viruses;
- b) attacks by hackers;
- c) data manipulation by third parties; or
- d) any operational errors.

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

# Section 14

## General conditions

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

### General conditions

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

#### 1. Claim Procedures

If something happens which gives rise or may give rise to a claim under this policy -

- a) you must -
  - i. notify us as soon as possible giving full particulars of the facts and circumstances, including loss, damage, injuries, illness, or notice of a claim against you, and details of any proceedings instituted against you;
  - ii. take all reasonable precautions to prevent or minimise further loss, damage, or liability;
  - iii. take all reasonable steps to recover any lost or stolen Property;
  - iv. immediately notify the police in the event of a burglary or if any Property is stolen, lost, or maliciously damaged;
  - v. supply us with details of any other insurances which insure or may insure the event;
  - vi. provide all reasonable information and assistance as we may require; and
  - vii. use your best endeavours to preserve any damaged or defective property, or other property which might provide evidence in connection with any claim;
- b) you must not -
  - i. admit liability for any event, loss, damage, or injury or settle or attempt to settle or defend any claim without our written consent; or
  - ii. alter or repair any building, appliance, plant, or thing until we have had the opportunity of an inspection, unless such alteration or repair is necessary for safety reasons;
- c) you are not entitled to abandon any Property to us;
- d) we will have full discretion in the conduct of any negotiations and the settlement of any claims;
- e) after payment for or replacement of any Property (other than a Building) lost or damaged, the Property so lost or damaged becomes ours subject to your right to reclaim it on repayment to us of the amount paid by us in respect of such Property; and
- f) more specific claims procedures are noted under Specific Conditions in -
  - i. Domestic House and Contents in Section 2.6;
  - ii. Broadform Liability in Section 6.6;
  - iii. Personal Accident and Illness in Section 7.6;
  - iv. Machinery in Section 8.6;

- v. Electronic Equipment in Section 10.6; and
- vi. Tax Audit in Section 11.5.

#### 2. Alteration of Risk

- a) You must immediately notify us in writing of any changes you know of which materially alter any of the facts or circumstances that existed at the commencement of this policy.
- b) Until -
  - i. we agree in writing to the terms of insurance of the altered risk; and
  - ii. you pay any additional Premium requested by us;we will not be liable for any loss, destruction, or damage caused by or attributable to such alteration.

#### 3. Reasonable Care

You must at all times take reasonable care -

- a) for the safety of the Property;
- b) to ensure that only competent employees are employed;
- c) to maintain the Premises, structures, fittings, fixtures, furnishings, appliances, machinery, implements, plant, and Property in sound condition;
- d) to prevent personal injury or damage to property;
- e) to comply with all statutory obligations, by-laws, and regulations imposed by any public authority; and
- f) to prevent injury or damage to property due to manufacture, sale, or supply of defective goods.

#### 4. Joint Insureds

Where you comprise more than one party -

- a) the Proposal is deemed to have been furnished by and on behalf of all parties, and any information supplied to us, or any omission or non-disclosure in relation to any renewal or extension is likewise deemed to have been furnished, omitted, or withheld, (as the case may be) on behalf of all parties; and
- b) if one or more of you (or persons acting on behalf of, or with the knowledge or connivance of, one or more of you) should engage in a deliberate act which results in loss, destruction, or damage to the Property, we will not pay any claims at all arising out of such loss, destruction, or damage, whether those claims are brought by the party or parties which engage in the deliberate act or by anyone else.

#### 5. Unoccupancy

Cover under this policy (except for Domestic House and Contents under Section 2) will be entirely suspended where the Premises are not occupied for a period in excess of 30 consecutive days unless our written consent has been obtained before the Premises are left so unoccupied.

#### 6. Contractual Agreements

- a) We will not pay for, or our liability may be reduced, if you enter, or have entered (even before you entered into this contract of insurance), into an agreement, release, or undertaking which limits or excludes your rights of recovery against, or contribution from, a person or organisation unless such agreement, release, or undertaking has been allowed in this policy or by specific mention in your Certificate of Insurance.

b) We will reduce our liability by the same amount that the agreement, release, or undertaking has prevented you from recovering from that person or organisation.

#### 7. Named Insureds

We do not insure any person or organisation who is not named in the Certificate of Insurance or referred to in the policy document.

#### 8. Subrogation

- a) We are entitled to use your name in any proceedings to enforce for our benefit any rights, remedies, or orders in respect of any claim for injury or damage to the Property, or for costs or otherwise, and subject to the provisions of any statute which may apply, we have the right of subrogation in respect of all rights which you may have against any person, company, or other body who may be legally liable to you or otherwise in respect of any such claim.
- b) Any claimant under this policy must at our request and expense give information and assistance as may reasonably be required for the purpose of enforcing any rights, remedies, obtaining relief, or indemnity from other parties to which we may be entitled or subrogated upon payment of any claims under this policy.

#### 9. Cancellation

This policy may be cancelled by:

- a) you at any time notifying us in writing, in which case:
- cancellation takes place when we receive the notice;
  - we will keep the Premium for the period that the policy was in force;
  - we will return to you the Premium for the period from the date the policy ended to the due date of the policy; and
  - we will not return any Premium for Section 11 (Tax Audit);
- b) us on grounds set out in the Insurance Contracts Act 1984, by giving you notice in writing, in which case:
- cancellation takes place at the time you enter into another contract of insurance intended to replace this policy, or at 4:00pm on the 30th day after delivery of the notice to you, whichever is earlier;
  - we will refund the Premium paid for the unexpired Period of Insurance.

You must supply us with such particulars as we may require for the adjustment of the Premium following any cancellation.

#### 10. Paying by Instalments

- a) If you are paying us by instalments for your insurance, and one instalment of Premium remains unpaid for 14 days, we may refuse to pay a claim altogether.
- b) Where we have not received an instalment payment:
- we will send you notice in writing regarding your non-payment at least 14 calendar days before any cancellation by us for non-payment;
  - If, after sending the above notice, we do not receive the instalment payment we will send you a second notice in writing, either:  

(A) prior to cancellation, informing you that your policy is being canceled for non-payment; or

(B) within 14 days after cancellation by us, confirming our cancellation of your policy.

- c) If a claim requires the Sum Insured or Limit of Liability to be paid in total under any Section, then the balance of the Premium relating to that Section for the full Period of Insurance will be deducted from the amount of the claim settlement.

#### 11. Premium Adjustment

You must furnish all information we may require for the adjustments of the Premium in accordance with the provisions of each Section of the policy.

#### 12. Excess

- a) We will deduct from the amount to be paid to you the amount of Excess shown on the Certificate of Insurance or in this policy.
- b) Any Voluntary Excess and/or Additional Excess are in addition to the Basic Excess.
- c) You must pay all the Excesses that apply to the claim.
- d) We will apply the highest applicable Excess, or any aggregate Excess if more than one Section of the policy applies to any claim arising from the one event, unless:
- The claim applies across Section 2 Domestic House and Contents, Section 7 Personal Accident and Illness and Section 9 Motor Vehicles;

then we will apply an Excess to each individual item as specified in the Certificate of Insurance across all applicable Sections as specified in (d)(i) above, in addition to the highest applicable Excess.

#### 13. Conditions, Exclusions, and Definitions

Where a Specific Condition, Exclusion, or Definition is in conflict with a General Condition, Exclusion, or Definition, the Specific Condition, Exclusion, or Definition will apply.

#### 14. Other Insurance

You must advise us in writing of any insurance already effected or which may subsequently be effected covering, whether in total or in part and whether absolutely or contingently, the insurance provided under this policy.

#### 15. Disputes

All disputes arising out of, or under this policy, will be subject to determination by any Court of competent jurisdiction within the Commonwealth of Australia.

#### 16. Governing Legislation

This policy is governed by the Insurance Contracts Act 1984. This policy and any person's rights pursuant to this policy will be read subject to this Act as it applies at the time of any claim or exercise of any right pursuant to this policy.

## 17. Goods and Services Tax

Where payment is made under this policy for the acquisition of goods, services or other things, we will reduce the amount of the payment by the amount of any input tax credit that you are entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition.

Where payment is made under this policy as compensation instead of payment for the acquisition of goods, services or other things, we will reduce the amount of payment by the amount of any input tax credit that you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other things.

The Sum Insured or any amounts indicated in this policy are inclusive of Goods and Services Tax (GST).

## 18. Electronic Communication

- a) It may be possible to have your policy documents sent to you electronically by e-mail. If you tell us to send your policy documents to you electronically, then we will send them to the e-mail address you give us rather than to your mailing address.
- b) Any policy documents we send to your e-mail address are considered to have been received by you 24 hours from when we send them. If you don't tell us to send your policy documents to you electronically, then we will send them by post to the mailing address you gave us.
- c) You are responsible for making sure the e-mail and mailing address we have for you are up to date.

# Notes





## CONTACT DETAILS

**Enquiries** 13 24 81

**Claims** 13 24 80

### Mailing address

GPO Box 9902 in your capital city

#### Melbourne

181 William Street  
Melbourne VIC 3000

#### Brisbane

189 Grey Street  
South Bank QLD 4101

#### Perth

46 Colin Street  
West Perth WA 6005

#### Adelaide

80 Flinders Street  
Adelaide SA 5000



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Insurer  
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