

Personal Insurance Policy

Product Disclosure Statement

This Product Disclosure Statement contains the Personal Insurance Policy terms and conditions.

You should read all sections of this Product Disclosure Statement before making a decision to acquire this financial product.

Issued by Elders Insurance (Underwriting Agency) Pty Limited
ABN 56 138 879 026 AFS Licence 340965

Underwritten by QBE Insurance (Australia) Limited
ABN 78 003 191 035 AFS Licence 239545



Insurance

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

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

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

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

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

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

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

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

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

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

Contents

About this booklet	4
Important Information	4
The cost of this policy	4
Significant risks	6
General Insurance Code of Practice	6
Privacy	6
Complaints	6
Contacting QBE's Customer Care Unit, AFCA or the OAIC	7
Financial Claims Scheme	7
Policy Wording	7
Our agreement	7
Paying your premium	7
Words with special meaning	8
Home and contents section	9
Section 1 – Home and Contents	12
Optional benefits	20
Section 2 – Legal liability	21
General exclusions applicable to home section	23
Condition of your home	23
Commercial management	24
Other loss or damage	24
General conditions - applicable to home section	25
Claims - applicable to home section	26
How we settle your claim	26
How we settle contents claims	29
How we settle loss of rent claims	30
Excesses	30
Motor vehicle section	31
Types of cover	32
Section 1: Cover for your motor vehicle	32
Section 2: Cover for your legal liability	37
Excesses applying to the motor vehicle section	38
Specific exclusions applying to the motor vehicle section	39
Boat section	40
Cover	41
Section 1 - Loss of damage to your boat	42
Section 2 – Legal liability	45
General exclusions	47
General conditions	48
Claims	50
Other terms - applicable to all sections	53

About this booklet

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

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

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

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

Information in this PDS might change. If the change is adverse then we'll issue a supplementary PDS or a new PDS at renewal. You can get an up-to-date paper copy of all updates (whether adverse or not adverse) at no charge by us, simply by calling us.

For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- your Elders Insurance authorised representative. The address and telephone number of your Elders Insurance Authorised Representative is shown on your Policy Schedule.

The section titled 'Claims' at the end of this booklet tells you the full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact:

- your Elders Insurance authorised representative.

About QBE

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

About Elders Insurance

Elders Insurance (Underwriting Agency) Pty Limited ABN 56 138 879 026 AFSL 340965 (Elders Insurance) has entered into an arrangement with QBE Australia enabling Elders Insurance Authorised Representatives to distribute QBE products. This Policy is issued by Elders Insurance.

Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The cost of this policy

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

When calculating your premium we take a number of factors into account, including:

1. Home and contents

- the type of cover you have selected;
- the location, type, age, condition, use, and sum insured of your home and contents;
- the construction and security features of your home; and
- your age and claims history.

2. Motor vehicle

- the type of cover you have selected;
- the method of settlement;
- the make, model, age, condition, location, sum insured, use and security features of your motor vehicle; and
- your age and claims / driving history.

3. Boat

- the type of cover you have selected;
- the method of settlement;
- the make, model, type, age, condition, construction, location, sum insured, use and security features of your boat; and
- your claims / boating history.

Some rating factors do not affect all components of the premium calculation. For example, in the home and contents section, age discounts, retiree discounts, no claim bonus and loyalty discounts do not apply to the parts of the premium paid for liability cover or flood cover.

Cooling off period

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

To cancel your Policy within the cooling off period, contact your Elders Insurance Authorised Representative.

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

Significant benefits & features

The Policy provides a convenient way of protecting your major personal assets under one insurance Policy. You can select a combination of home, contents, motor vehicle and boat covers to suit your personal needs.

The table below provides a summary of the key types of covers available under this Policy.

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

Your Policy Schedule will show the cover and options you have chosen.

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

Type of cover	Short description	Section
Home and contents	<p>Provides you with protection for your buildings, contents, liability and special risks.</p> <p>Choice of covers</p> <ul style="list-style-type: none"> Insured events cover; or Accidental damage cover. <p>Basis of settlement</p> <p>We will either replace or pay the reasonable cost of repair of your home and contents.</p>	'Home and contents section'
Legal liability	<p>Provides cover for your legal liability in respect of personal injury or property damage caused by an occurrence in connection with your home and contents.</p>	'Section 2 – Legal liability'
Home and contents Additional benefits and Optional benefits	<p>Some of the Additional benefits which are <i>included in your Policy</i></p> <p>Fees, removal of debris, replacement of keys and locks, trees, shrubs and plants, building materials, cost of temporary accommodation or loss of rent, forced evacuation and legal costs.</p> <p>Removal of debris, extra cost of reinstatement, change of site, and contents temporarily removed from the site.</p> <p>Automatic reinstatement of sum insured and inflation adjustment.</p> <p><i>Optional benefits available by paying an additional premium</i></p> <p>Valuables (personal property of a value greater than would be covered under Contents) and Domestic workers' compensation.</p> <p>Additional benefits and Options available will depend upon whether you have insured your home, contents or both.</p>	<p>Additional benefits - 'Section 1 – Home and Contents'</p> <p>Optional benefits - 'Section 1 – Home and Contents'</p>
Motor vehicle	<p>Choice of covers</p> <ul style="list-style-type: none"> Comprehensive cover <p>The cost to repair or replace your motor vehicle as a result of accidental loss or damage, theft or malicious damage, including your legal liability to third parties.</p> <ul style="list-style-type: none"> Third party property damage and fire and theft cover <p>Loss of or damage to your motor vehicle caused by fire, theft or illegal use, including your legal liability to third parties.</p>	'Motor vehicle section'

Type of cover	Short description	Section
	<ul style="list-style-type: none"> Third party property damage cover <p>Your legal liability to third parties only.</p> <p>A choice of agreed value or market value.</p> <p>Additional benefits included in your Policy</p> <p>Comprehensive cover, third party property damage and fire and theft cover or third party property damage cover</p> <p>Choice of repairer, and change of motor vehicle.</p> <p>Passenger motor vehicles only</p> <p>Car pooling agreement.</p> <p>Comprehensive cover or third party property damage and fire and theft cover</p> <p>Towing costs, and returning your motor vehicle after stolen.</p> <p>Comprehensive cover</p> <p>Locks and keys, travel and accommodation expenses, emergency or temporary repairs no claim discount, faultless no claim discount.</p> <p>Passenger Motor Vehicles only</p> <p>Hire vehicle cost following theft, trailer cover, your personal property, child seat or baby capsule.</p> <p>Motor vehicles registered for business use only</p> <p>Sign writing.</p> <p>Third party property damage and fire and theft cover or third party property damage cover</p> <p>Uninsured motorist's benefit.</p> <p>Optional benefits available by payment of an additional premium</p> <p>Comprehensive cover passenger motor vehicles only</p> <p>Hire vehicle cost following an accident, windscreen, protection, protected no claim discount.</p> <p>Utes and vans registered for business use only</p> <p>Tools and equipment.</p>	

Type of cover	Short description	Section
Boat	<p>Accidental damage, malicious damage, and theft of your boat and/or trailer.</p> <p>Your legal liability to pay for personal injury, damage to someone else's property; and the cost of raising, removal or destruction of the wreck of your boat, caused by an occurrence, during the period of insurance, and arising out of your use or ownership of your boat.</p> <p>You can choose the level of liability cover you require.</p> <p>Additional benefits included in your Policy</p> <p>Household contents, children's toys, penned boat, personal effects, automatic reinstatement, personal accident cover, power boat association time trials, purchase of a 'new' boat, sporting equipment, and new boat replacement.</p> <p>Optional benefits available by payment of an additional premium</p> <p>Yacht racing risk; and yacht club social racing risk.</p>	'Boat section'

Significant risks

This product may not match your expectations

This product may not match your expectations (for example, because an exclusion applies). You should read both the Important Information and the Policy carefully. Please ask your Elders Insurance Authorised Representative if you are unsure about any aspect of this Policy.

Your sum insured may not be adequate

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

General Insurance Code of Practice

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

At Elders Insurance, we recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at www.eldersinsurance.com.au/family-and-domestic-violence-customer-support-policy

Privacy

We take the security of your personal information seriously.

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the ways we could use it. To get a copy at no charge by us, please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

Complaints

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

Step 1 – Talk to us

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

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

Step 2 – Customer Care

If your complaint isn't resolved by the team looking after your Policy or claim, you can ask them to refer your complaint on to our Customer Care team or you can contact Customer Care directly.

Step 3 – Internal Dispute Resolution

If your complaint isn't resolved by Customer Care, or indeed at any time, you can ask for your complaint to be escalated for review by our Internal Dispute Resolution (IDR) team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

Step 4 – Still not resolved?

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

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA.

Disputes not covered by the AFCA Rules

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not happy with how we've handled your personal information, call or email Customer Care.

If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE's Customer Care Unit, AFCA or the OAIC

How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> complaints@qbe.com, to make a complaint. privacy@qbe.com, to contact us about privacy or your personal information. customercare@qbe.com, to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

How to contact AFCA

Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

How to contact the OAIC

Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

Financial Claims Scheme

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

How to contact APRA

Phone	1300 558 849. Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.apra.gov.au/financial-claims-scheme-general-insurers

Policy Wording

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

Our agreement

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

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

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

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

Excesses

You must pay any excesses which apply to your claim. The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

How much we'll pay

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

Paying your premium

Your premium and the date it's due are shown on your Policy Schedule.

Annual premium

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

Instalment payments

If you pay your premium by instalment, your Policy Schedule will show the date and frequency of your instalments. If your direct debit details change you must tell us no later than seven days before your next instalment is due to allow us to process the change in time.

At renewal

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

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

What happens if you miss an instalment

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

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

If your payment details change

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

Adjustment of premium on renewal

If we agree to renew your Policy, we will send you a renewal offer. If you make any changes to your Policy after we send you our renewal offer, and we agree to continue to insure you, we'll send you an updated renewal offer and you'll need to pay us any additional premium to ensure your cover is not affected.

If you claim for an incident that happened during a previous period of insurance, you must tell us about it. You agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

Where you had no knowledge or were otherwise unaware of the circumstances surrounding the claim during the previous period of insurance, no additional premium increase will be applied until the next renewal period.

This condition doesn't affect any other rights we have at law or under this Policy.

Words with special meaning

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

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

Word or term	Meaning
Accident	An incident that is unforeseen and unintended and that causes loss or damage. This includes a series of Accidents arising out of the one event.
Application	The information as advised by you to us, either in writing, verbally or by electronic means, as part of your Application for insurance provided by the Policy. Your completed proposal and the information you supply to us forms part of the basis for our decision of whether or not to insure you and on what terms.
Damage	Any form of physical harm to property but does not include wear and tear or anything that was present before this Policy came into force. Damage has a different meaning under the Home and contents section.
Excess	The amount shown in the Policy and/or your Policy Schedule, payable by you on each and every claim arising out of one event or occurrence under that Policy section.
Family	Persons who normally reside with you permanently and who are: <ul style="list-style-type: none"> (a) your spouse or defacto; (b) your or your spouse's or defacto's unmarried children; (c) your parents or your spouse's or defacto's parents; or (d) your brother or sister.
Impact	a collision of two or more objects.

Word or term	Meaning
Legal liability	your legal responsibility to pay compensation for death, injury or damage to other people or their property. This responsibility only arises if you have done something wrong or you are at fault.
Occurrence	includes continuous or repeated exposure to substantially the same general conditions. We regard all death, bodily injury or loss or damage to property arising from one original source or cause as one occurrence.
Omission	a failure to act and includes a failure to do or say something.
Period of insurance	the period this Policy operates for as shown on your Policy Schedule.
Policy Schedule	the document we give you which contains the details of the cover and levels of insurance you have selected and any special conditions or endorsements applicable to your cover. The Policy Schedule forms part of the Policy and our contract with you. The information in your Policy Schedule can modify the terms set out in this Policy. When your Policy is changed or renewed, we will give you a new Policy Schedule.
Premium	What you pay us to insure you. It's the cost of this Policy.
Sum insured	the amount of cover you have selected for an item and is the maximum amount we will pay in the event of a claim for that item. The sum insured for each item insured will be shown in your Policy Schedule.
Theft	a person has taken your property without your knowledge, prior consent or agreement, with the intention of permanently depriving you of that property.
Total loss	where your insured property is damaged or destroyed beyond economical repair, or lost and irretrievable. Total loss has a different meaning under the Home and contents section.
Tsunami	a sea wave caused by a disturbance of the ocean floor or seismic movement.
We, us, our	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
You, your, yours	the person(s) named in your Policy Schedule as the insured. In the boat section 'you, your' also means any person you give permission to control your boat.

Home and contents section

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

Word or term	Meaning
Above-ground swimming pool	a pool that has most of its water volume above the average ground level of the ground that the pool occupies and its immediate surrounds.
Action of the sea	Tidal wave, high tide, king tide, storm surge or any other movement of the sea except for tsunami.
Antiques	An item valued for its rarity, aesthetic or historical significance which is over 100 years old. It does not include jewellery, watches or collections.
Bodily injury	physical bodily harm including sickness or disease, and any resultant required care, loss of services, loss of consortium or death.
Catastrophic event	a suddenly occurring, major, natural disaster that is insured by this Policy, where the resultant damage to property in the vicinity of your home is so extensive and widespread that the resultant surge in demand for the materials and labour required to repair buildings causes a surge in the prices of building repairs.
Contents	<p>Items (a) to (g) below, while they are at the site, and that belong to you or your family or for which you or your family are legally liable to protect from loss or damage.</p> <p>Contents includes the following:</p> <ul style="list-style-type: none"> (a) all household goods (including carpets whether fixed or not, curtains and internal blinds, unless you regularly lease out your home on an unfurnished basis), personal effects, cash, coins and Negotiables; (b) articles of special value which you have listed in the Policy Schedule under 'contents specified items'; (c) if you live in a strata title building, the internal paintwork, wallpaper and any fixture or structural improvement within or attached to that residence which the body corporate is not required by law to insure; (d) if you are a tenant, landlord's fixtures and fittings for which you are legally liable and fixtures and fittings installed by you for your own use; (e) any of the following equipment if it does not require registration: <ul style="list-style-type: none"> (i) golf buggies; (ii) motor cycles with an engine capacity of up to 250cc; (iii) garden equipment, including Ride on mowers; (iv) motorised wheelchairs; or (v) battery powered children's toys; (f) canoes, kayaks, surfboards, surf-skis or sailboards, and any other watercraft up to: <ul style="list-style-type: none"> (i) 4 metres in length, and (ii) 10 horsepower.

Word or term	Meaning
	<p>This means that if the watercraft is not a canoe, kayak, surfboard, surf-ski or sailboard and it is either longer than 4 metres, or, is powered by a motor or engine that is greater than 10 horsepower, it is not covered.</p> <p>A watercraft motor:</p> <ul style="list-style-type: none"> (i) no more than 10 horsepower; and (ii) not attached to a watercraft; and (iii) at the site; <p>will be treated by us as a watercraft accessory. If it is over 10 horsepower, it is not covered.</p> <ul style="list-style-type: none"> (g) furniture and equipment of an office or surgery used by you or your family in your own business in the home and tools and equipment used for earning income by you or your family. <p>Contents does not include:</p> <ul style="list-style-type: none"> (a) fish, birds or animals of any description; (b) trees, shrubs and any other plant life including grass or lawns, or soil, bark or mulch (other than pot plants); (c) any caravan or trailer; (d) motorised vehicles other than those listed under What contents means – e.; (e) watercraft other than those listed under What contents means – f.; (f) aircraft (other than a non-pilotable model aircraft or drones, hang glider, or kite) or their accessories; (g) accessories or spare parts, keys or remote locking or alarm devices of motor vehicles (including motorcycles and motor scooters), caravans, trailers, aircraft or watercraft while they are in or on the motor vehicle, caravan, trailer, aircraft or watercraft; (h) any property: <ul style="list-style-type: none"> (i) illegally in your possession; (ii) stored in a dangerous and illegal way; or (iii) any equipment connected with growing or creating any illegal substance; (i) commercial or retail trade stock other than business stock temporarily stored inside the home; (j) your home or any part of your home.
Damage or Damaged	<p>When property insured by this Policy is physically harmed, but not from wear and tear, and its value or usefulness is permanently reduced. It also includes where property insured is destroyed or unrecoverable.</p> <p>It does not include:</p> <ul style="list-style-type: none"> • where property can be cleaned using ordinary household chemicals and cleaning processes to bring it back to its pre-event condition. Property may be considered to be damaged if only professional cleaning can bring it back to its state prior to the event; or

Word or term	Meaning
	<ul style="list-style-type: none"> scratching or denting which is cosmetic and that's the only damage; or any change a tenant makes to the property that is permitted by you under the lease agreement or the relevant residential tenancy legislation.
Earth movement	<p>Includes landslide, landslip, mudslide, subsidence and the heaving, collapsing, vibration, erosion, settlement, shrinkage of earth but not earthquake.</p> <p>Note: 'Heave' is the upward movement of the earth supporting a building because of the expansion of soil.</p>
Flood	<p>The covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:</p> <ul style="list-style-type: none"> 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.
Fusion	<p>the process of fusing or melting together of the windings of an electric motor following damage to their insulating material as a result of overheating caused by an electric current.</p>
Home	<p>the dwelling used entirely or primarily as a place of residence at the site shown in the Policy Schedule.</p> <p>Home includes the following:</p> <ol style="list-style-type: none"> outbuildings, fixtures and structural improvements including in-ground swimming pools, courts used for sporting activities, in-ground spas, saunas, fixed solar photo-voltaic systems, water tanks, jetties and pontoons all of which are used for domestic purposes; fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings; services (whether underground or not) that are your property or which you are liable to repair or replace or pay the cost of their repair or replacement; landscaping, paved pathways and paved driveways, retaining walls, fixed artificial grass, fences and gates entirely or partly on the site; masts, aerials, antennas, satellite dishes, fixed hot water systems, and fixed clothes lines. water in tanks but only if there is no drinkable water supply available at the site

Word or term	Meaning
	<p>Home does not include:</p> <ol style="list-style-type: none"> carpets (whether fixed or not), curtains or internal blinds, unless you regularly lease out your home on an unfurnished basis; earth or gravel pathways or driveways or other unpaved surfaces; <ol style="list-style-type: none"> a hotel, motel, nursing home or boarding house; buildings of flats or caravan (whether fixed to the site or not), unless this is expressly endorsed on your Policy Schedule; strata title, company title or community units with respect to insuring the building, however we will insure contents contained within these units; any part of the home used for any business or trade, except a dwelling used principally as a place of residence that also contains an office or surgery; a building in the course of construction; a building in the course of being demolished, or that is vacant pending demolition; a temporary building or structure; trees, shrubs and any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch. water in tanks if there is a drinkable water supply available at the site such as mains water.
Insured event	<p>the events listed in Section 1 – Home and contents – Insured events 1. to 16., which we will insure you against, subject to the Policy conditions and exclusions.</p>
Lease agreement'	<p>the written and enforceable agreement between you and your tenant to rent your home and which is subject to and compliant with the Residential Tenancies Act or similar in your state or territory, whether the agreement is for a fixed term, periodical or a tenancy at will immediately following a lease agreement.</p>
Model aircraft or drone	<p>a micro or very small, remotely piloted aircraft that's a toy, or flown solely for hobby, leisure, sport or recreational purposes, provided that it:</p> <ul style="list-style-type: none"> isn't a kite; is registered, if required by law; isn't used for anything other than the purpose for which it was originally designed; has a wingspan of no more than 150 centimetres; weighs no more than two kilograms, including anything in, on or attached to it (for example, a camera or gimbal); and costs no more than \$1,500 when new including anything in, on or attached to it. <p>A model aircraft or drone does not include anything that is ever used in connection with or in relation to any commercial purpose or earning any income.</p>

Word or term	Meaning
Motorcycle	a motorised bike or vehicle on which the rider typically sits astride in order to drive. It includes motorbikes, quad-bikes, and tricycles.
Negotiables	treasury notes, savings certificates, stamps, money orders, gift certificates and any other negotiable instruments.
Open air	<p>is restricted to the site and includes:</p> <ul style="list-style-type: none"> (a) any area without a fixed covering such as a ceiling or roof that entirely covers a fully enclosed and lockable area or lockable structure; and (b) non lockable parts of your home. <p>For example, the back yard would be considered the open air even if it is surrounded by a fence and has locked gates because it has no roof or ceiling.</p> <p>It also means in or on a motor vehicle, motor cycle, trailer or caravan, at the site whether those vehicles are locked or not, unless the vehicle is in a fully enclosed, locked, private, structure (for example your own garage to which no-one else has access).</p>
Pairs or sets	two or more articles with a collective value that exceeds the sum of their individual values.
Paraplegic or quadriplegic	paraplegia or quadriplegia that continues for a period of 12 months and for which there is a prognosis made by a qualified and registered medical practitioner that it will continue for an indefinite period.
Personal injury	bodily injury, shock, mental anguish or mental injury, including death. Personal injury does not include the publication or utterance of a libel or slander, any defamation of character nor invasion or breach of privacy.
Power surge	an unexpected, temporary, uncontrolled increase in current or voltage in an electrical circuit. Also known as a power swell, brown out, voltage variation or power spike.
Primary residence	the home where you reside for the majority of the period of insurance.
Reasonable cost, reasonable additional cost	<p>If we arrange the repair, rebuild, replacement or work for which a cost is incurred: the actual cost that we incur.</p> <p>If you arrange the repair, rebuild, replacement or work for which a cost is incurred with our prior consent: the actual cost as set out in a valid tax invoice.</p> <p>If you arrange the repair, rebuild, replacement or work for which a cost is incurred without our prior consent because of an emergency and you act reasonably in:</p> <ul style="list-style-type: none"> • making arrangements by engaging reputable service providers or sourcing replacement property at market rates; or • arranging repairs, rebuild or replacements at market rates that are necessary to restore your property to a condition no better than when new; or • taking proportionate steps to protect your property from further damage: <p>the actual cost as set out in a valid tax invoice</p>

Word or term	Meaning
	<p>If you arrange the repair, rebuild or replacement or work for which a cost is incurred without our prior consent because of an emergency and you do not act reasonably: the cost that you would have incurred if you had acted reasonably.</p> <p>If you arrange the repair, rebuild, replacement or work for which a cost is incurred without our prior consent and there is no emergency: the cost we would have incurred if you had obtained our prior consent and we had made the arrangements.</p> <p>In this definition, when we say 'work' this includes services such as:</p> <ul style="list-style-type: none"> • Loss of rent or temporary accommodation <p>In this definition, when we say 'act reasonably' this means acting prudently, as if you did not have insurance.</p>
Secured	there is no open door, window or screen that allows any person(s) or animal(s) to enter your home.
Site	the address shown in your Policy Schedule where your home is located or your contents are kept.
Specified contents	items of particular value that you have individually listed as specified items and that are listed in your Policy Schedule under Contents – Specified items.
Specified valuables	valuables that are individually specified in your Policy Schedule under Specified valuables along with their respective values.
Storm surge	the covering of normally dry coastal land by water as a result of wind and low atmospheric pressure caused by a storm.
Total loss	<p>Your property is a total loss when:</p> <ul style="list-style-type: none"> • we pay the total sum insured or item limit; or • your insured home and/or contents, Specified Contents items or Specified Valuables are lost or destroyed.
Unliveable	<p>The home is unliveable if, due to an incident:</p> <ul style="list-style-type: none"> • it is unsafe to live in; or • the disabled access and/or mobility handles and rails required by you and/or your family are damaged to the extent that they are no longer fit for purpose; or • it is not furnished such that it is comfortably habitable; or • it does not contain a functioning refrigerator and cooking appliance; or • it does not have functional bathroom facilities; or • it is not connected to the electricity supply; or • it is not connected to hot and cold running water.
Unoccupied	<p>A property is unoccupied in a period of 100 consecutive days if, during that period, the following did not happen:</p> <ul style="list-style-type: none"> • you, your family, or someone with your consent slept and ate there for at least two consecutive nights in that 100 day period, and • on those two nights the property: <ul style="list-style-type: none"> ◦ was furnished such that it is comfortably habitable; and

Word or term	Meaning
	<ul style="list-style-type: none"> ◦ contained at least one usable bed/ mattress; and ◦ contained at least one table or bench and a chair; and ◦ contained a functioning refrigerator and cooking appliance; and ◦ was connected to the electricity supply; and ◦ was connected to hot and cold running water. <p>You may be asked to prove the occupancy of the property in the event of a claim. This may be supported by the usage of the utilities that are connected to the property. Sometimes we might ask for other evidence of occupancy.</p>
Unspecified valuables	valuables that are not individually specified in your Policy Schedule.
Valuables	valuable items of personal property which are designed to be worn or carried by a person including jewellery, gold or silver objects, watches, sporting equipment, camping equipment, back packs, sleeping bags, photographic / video equipment, musical equipment, battery operated sound equipment, binoculars, clothing, wheel chairs, crutches, walking sticks, prams / strollers, luggage, mobile phones, portable computers, hearing aids, contact lenses, and eye glasses.

Section 1 – Home and Contents

When you are insured

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

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

1. unspecified contents; and
2. specified contents.

Cover

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

Insured events

If you have selected Insured events cover:

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

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

Accidental damage

If you have selected accidental damage cover:

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

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

Insured events

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

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

but not for:

 - (a) damage deliberately caused by you or someone with your consent;
 - (b) damage to an item designed to be exposed to or generate heat, caused in the ordinary course of its use, such as a fireplace, a clothes iron or a cooking or heating appliance, where that's the only damage that occurs; or
 - (c) damage to any item caused by scorching, melting or charring without flames, unless you have selected accidental damage cover.
2. Explosion, but not the cost to repair or replace the item that exploded. For example, we won't pay to replace a hot water system, solar heater or water tank that exploded.
3. flood, storm (including cyclone or hurricane) and/or rain, which may be accompanied by snow, sleet or hail, but not for loss or damage resulting from or caused by:
 - (a) flood, storm, rainwater or wind to:
 - (i) trees, shrubs or plants (including pot plants); or
 - (ii) shade cloth, shade sails, material awnings, shade structures,
 - (iii) glass houses, hot houses,
 - (iv) swimming pool and spa covers and linings;
 - (b) flood, storm, rainwater or wind to:
 - (i) retaining walls;
 - (ii) free standing walls;
 - (iii) fences; or
 - (iv) gates;

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

 - (i) in a poor or damaged condition before the incident; or
 - (ii) installed or constructed incorrectly;
 - (c) the action of the sea;
 - (d) water seeping through a wall or floor;
 - (e) fungus, mildew, mould, algae;
 - (f) atmospheric or climatic conditions other than storm;
 - (g) water, rain, wind, hail or debris entering your buildings through an opening in any part of your home made for the purpose of alterations, additions, renovations or repairs;

If you have selected Insured events cover:

we will not pay more than the greater of:

 - (a) \$5,000; or
 - (b) 8% of your Unspecified contents sum insured;

for damage to contents in the open air.

This limit does not apply to spas or above-ground swimming pools that are full.
4. lightning or thunderbolt;
5. earthquake or tsunami;

All destruction or damage occurring within a period of 7 days of the earthquake or tsunami is regarded as the one insured event;

6. theft or attempted theft;

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

- (a) by any person who is living at the site or visiting the site with the consent of any person who lives at the site;
- (b) from any common areas of flats, units or townhouses;
- (c) of cash or negotiables, unless they are stolen from within your home; and:
 - (i) you have selected accidental damage cover; or
 - (ii) there is evidence that your home has been entered forcibly and violently.

'Entered forcibly and violently' does not include:

- (i) entry through a door or window that has been left open or unlocked;
- (ii) where your home has been entered with the consent of the owner or occupier of your home;

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

- (a) \$5,000; or
 - (b) 8% of your unspecified contents sum insured;
- for theft of contents in the open air.

If you have selected accidental damage cover:

we will not pay more than \$10,000 for theft of contents in the open air.

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

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

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

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

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

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

we do not pay for:

- (a) loss or damage which occurs as a result of your failure to take reasonable steps to prevent further loss or damage once the event was discovered;
- (b) repair or replacement of the apparatus, tank or pipe itself.
- (c) loss or damage that results from water escaping from a shower base or shower recess;

10. impact by:

- (a) a vehicle, an aircraft or a waterborne craft;
- (b) space debris or debris from an aircraft, rocket or satellite;
- (c) a falling tree or part of a tree;
- (d) a mast or a television or radio aerial that has broken or collapsed;

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

11. breakage of:

- (a) any fixed glass, shower base, basin, sink, bath, lavatory pan or cistern if this Policy insures your home;
- (b) glass forming part of an item of furniture, or domestic telephone, if this Policy insures your contents;

but not for loss or damage to:

- (a) any property other than the broken glass (except for window tinting or shatter-proofing) or shower base, basin, sink, lavatory pan, cistern or telephone;
- (b) any item that is chipped or scratched prior to the breakage;
- (c) any item where the only damage is chipping or scratching or the breakage does not extend through the entire thickness;
- (d) glass in a picture frame or clock;
- (e) glass in television sets, radios, VDUs (Visual Display Units) or any other computer or electrical equipment;
- (f) glassware, crystal or ornaments;
- (g) glass forming part of a glass house, hot house or conservatory;
- (h) mobile cellular telephones;

unless you have selected accidental damage cover.

12. fusion of an electric motor.

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

We will not pay for:

- (a) motors more than 15 years from the date of purchase when new or more than 15 years from the date of rewinding;
- (b) the cost of repair or replacement of additional parts or service items, including worn or broken bearings or switches;
- (c) microwave ovens, video or audio equipment, electronic controllers or electronic equipment of any kind;
- (d) leakage of refrigerant gas and maintenance of refrigerant dryers;
- (e) lighting elements (for example, light bulbs or fluorescent tubes) or heating elements, solenoids, fuses or protective devices (for example a fuse or circuit breaker);
- (f) electrical contact points where sparking or arcing occurs during ordinary use;
- (g) motors covered by a manufacturer's guarantee or warranty;
- (h) electronic controllers or other electronics
- (i) transformers.

13. spoilage of food;

If this Policy insures your contents, we also pay for spoilage of food or legally prescribed pharmaceutical drugs that require refrigeration in domestic refrigerators or freezers at the site caused by:

- (a) breakdown of the refrigerator or freezer;
- (b) failure of the electricity supply to your home;
- (c) the operation of a safety device following its detection of electric current leakage;
- (d) the power authority switching off the electricity supply as a safety precaution.

If you have selected accidental damage cover we will also pay for the accidental switching off or disconnection of the power supply to the refrigerator or freezer.

We will not pay for spoilage as a result of:

- (a) strikes or industrial action;

- (b) the power authority switching off the electricity supply for any purpose other than as a safety precaution;
- (c) you, or anyone that lives with you, switching off or disconnecting the electricity supply, unless it is accidental and you have selected accidental damage cover.

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

but not for loss or damage:

- (a) to domestic appliances or domestic equipment more than 15 years from the date of purchase when new; or
- (b) resulting from any power surges caused at the site;

unless you have selected accidental damage cover.

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

- (a) 2. explosion;
- (b) 3. flood, storm or rain;
- (c) 5. earthquake or tsunami;
- (d) 9. escaping liquid;

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

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

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

- (a) any animal kept at the site;
- (b) rodents, vermin or insects, at any stage of their life cycle;
- (c) any gnawing, chewing, pecking, clawing, scratching or in any way polluting or soiling;
- (i) your contents in the open air; or
- (ii) any exterior part of your home; or
- (iii) within the roof cavity or an enclosed crawl space or storage cage.

Maximum limits we will pay

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

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

1. Works of art, pictures, tapestries, rugs

Insured events	Accidental damage
\$20,000 per item and in total 25% of the sum insured for unspecified contents.	\$25,000 per item and in total 25% of the sum insured for unspecified contents.

2. Items of jewellery, gold or silver articles, furs, watches

Insured events	Accidental damage
\$5,000 per item and in total 25% of the sum insured for unspecified contents.	\$5,000 per item and in total 25% of the sum insured for unspecified contents.

3. Collections of any kind

Insured events	Accidental damage
\$10,000 per collection and in total 25% of the sum insured for unspecified contents.	\$20,000 per collection and in total 25% of the sum insured for unspecified contents.

4. Office or surgical equipment used by you or your family in your or their own business in your home

Insured events	Accidental damage
\$15,000 in total.	\$25,000 in total.

5. Other equipment used by you or your family for earning income

Insured events	Accidental damage
\$5,000 in total including a maximum of \$2,000 for business stock temporarily stored inside your home for a maximum period of 30 days.	\$10,000 in total including a maximum of \$2,000 for business stock temporarily stored inside your home for a maximum period of 30 days.

6. Accessories, or spare parts of motor vehicles (including motor cycles and motor scooters), caravans, trailers and watercraft, not in or on the motor vehicle, caravan, trailer or watercraft.

We include motor vehicle keys, remote locking or alarm devices as accessories while they are not in or on the motor vehicle, but we do not pay for any recoding of devices or changing of vehicle locks:

Insured events	Accidental damage
\$1,250 per item up to \$2,500 in total.	\$2,000 per item up to \$4,000 in total.

7. Cash, coins, negotiables or bullion.

Insured events	Accidental damage
\$1,200 in total.	\$1,500 in total.

8. Photographic and video equipment and musical instruments or musical equipment used for earning income.

Insured events	Accidental damage
\$1,000 per item up to \$5,000 in total.	\$1,000 per item up to \$10,000 in total.

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

NOTE:

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

For example:

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

Additional benefits

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

We pay additional benefits 1 to 21 as part of the sums insured for your home or contents, depending on the type of cover you have chosen.

1. Cover for contents when away from the site

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

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

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

We will not pay for claims;

- (a) for contents that have been entrusted for more than 60 days, or
- (b) for cash, Negotiables, contents for which we impose a limit under 'Maximum limits we will pay' that have been entrusted.

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

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

- (a) contents in the open (including non-lockable structures) away from the site, or in a vehicle, caravan, tent, watercraft or aircraft
- (b) property used in connection with a profession, trade or business.

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

Contents are not covered for loss or damage if you have permanently removed them from your home, other than as provided under Additional benefit 9 – Change of site.

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

We insure your contents anywhere:

- (a) in Australia or New Zealand while you have temporarily removed them from the site, and
- (b) in the rest of the world while you have temporarily removed them from the site, for a period of up to 100 days, in any one period of insurance.

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

Under this additional benefit, we do not insure:

- (a) the following items:
 - (i) contents in transit during a permanent removal from the site (other than as described in Additional benefit 11. – Contents being conveyed to your new residence);
 - (ii) contents permanently removed from the home (other than as provided in Additional benefit – 9. Change of site);
 - (iii) aircraft (including hang gliders), aerial devices or equipment normally associated with them;

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

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

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

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

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

The maximum we will pay for items of:

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

(b) collections of any kind; or

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

while they are temporarily removed from your site, is \$5,000 per item, and \$20,000 in total, unless you have specified them and they appear in your Policy Schedule under "Valuables" and you have paid any additional premium required.

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

2. Robbery away from your home

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

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

- (a) you (or if you are hospitalised, you or someone on your behalf) report the incident to police as soon as possible; and
- (b) you can demonstrate evidence of an assault.

The maximum we will pay under this additional benefit is:

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

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

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

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

3. Fees

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

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

4. Removal of debris

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

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

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

- (a) the remaining tree or branch is unsafe;
- (b) the remaining tree or branch only became unsafe as a direct result of the event covered under this Policy causing damage to the tree; and
- (c) all necessary approvals have been obtained and removal of the tree or branch would not result in a breach of any laws, by-laws, regulations or contractual obligations.

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

- (a) all necessary approvals have been obtained and removal of the stump would not result in a breach of any laws, by-laws, regulations or contractual obligations; and
- (b) not removing the stump would interfere with repairing or replacing the damaged part of your home required to settle your claim.

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

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

5. Extra costs of reinstatement

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

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

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

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

6. Illegal use of credit card or financial transaction card

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

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

We will pay up to:

- (a) \$7,500, if you have accidental damage cover; or
- (b) \$5,000, if you have insured events cover.

We will not pay if:

- (a) the card does not belong to you or your family;
- (b) you have not complied with the card issuer's requirements;
- (c) the unauthorised user of the card is someone living at the site.

7. Visitors' contents

If this Policy insures your contents in your primary residence:

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

We will not pay for:

- (a) visitors' contents that are insured under another Policy taken out by someone other than you or your family;
- (b) any cash or negotiable instruments.

8. Replacement of locks and keys

If you have accidental damage cover:

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

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

If you have Insured events cover:

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

- (a) locks to your home are damaged; or
- (b) keys to your home are stolen;

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

9. Change of site

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

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

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

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

10. Contracting purchaser

If this Policy insures your home, and:

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

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

whichever happens first.

11. Contents being conveyed to your new residence

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

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

- (a) theft from the conveying vehicle involving the use of violent force;
- (b) fire on the conveying vehicle;
- (c) collision and/or overturning of the conveying vehicle; or
- (d) flooding of the conveying vehicle;

while your contents are in transit by land to:

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

within Australia.

We do not insure your contents:

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

- (b) for damage to china, glass, earthenware or any other item of a brittle nature;
- (c) for damage caused by scratching, denting, bruising or chipping;
- (d) outside Australia.

12. Trees, shrubs and plants

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

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

If you have accidental damage cover:

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

If you have Insured events cover:

We will pay up to \$5,000 in total during any one period of insurance.

We do not insure:

- (a) grass or lawn; or
- (b) any event that is not sudden, accidental and unforeseen.

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

13. Veterinary expenses for domestic cats and dogs

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

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

We will not pay:

- (a) costs or expenses resulting from the physical loss, theft or death of an animal including but not limited to post mortem, disposal, burial or cremation;
- (b) for routine elective or preventative veterinary treatment such as vaccinations, spaying or heartworm testing;
- (c) for treatment of any pre-existing condition;
- (d) for treatment of injury or illness arising from or connected with a sporting event, cat or dog show, business, occupation or commercial activity, including but not limited to guard dog services, commercial breeding, hire or renting out of the animal; or
- (e) if the injured cat or dog was not registered and/or micro-chipped as required by any law or regulation made by any government or public authority.

If you have accidental damage cover:

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

If you have Insured events cover:

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

14. Taxation audit

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

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

The maximum we will pay is \$5,000 for any one audit.

We will not pay or reimburse you for any:

- (a) fines, penalties or shortfall in the amount of tax payable;
- (b) audit conducted in relation to criminal activity;
- (c) audit not commenced during the period of insurance;
- (d) fees incurred outside any statutory time limit;
- (e) fees incurred as a result of any fraudulent act or fraudulent admission or any statement made by you or on your behalf to a taxation officer which:
 - (i) is false or misleading in a material particular; and
 - (ii) can be attributed to deliberate evasion or recklessness leading to a tax shortfall penalty or imposition of additional tax exceeding 25%;
- (f) audit conducted in relation to any facts or circumstances of which you were aware, or ought to have been aware, prior to the commencement of this Policy which were likely to lead to your making a claim under this Policy;
- (g) fees incurred in relation to any enquiries from the Australian Taxation Office which are not related to an identified intention to conduct an audit; or
- (h) any fees in relation to any Self Managed Superannuation Fund (SMSF) audits.

15. Legal defence costs

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

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

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

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

- (a) for or relating to fines, penalties, punitive damages;
- (b) by family members including spouse, ex-spouse, partner, or ex-partner;
- (c) for or relating to divorce, separation, child visiting, maintenance, property disputes;
- (d) for or relating to dishonesty, intentional violence, or misconduct;
- (e) for or relating to defamation or slander;
- (f) relating to facts or occurrences, occurring prior to the commencement of the Policy which you knew or ought to have known at the time of commencement of this Policy, would, or might, give rise to a claim;
- (g) initiated, threatened or commenced prior to the commencement of this Policy;
- (h) under or relating to any workers' compensation legislation, industrial award or agreement, or statutory accident compensation scheme or compulsory third party insurance;]
- (i) which could have been made under Section 2 – Legal liability if you had chosen to insure your home (if you own it) or your contents.

16. Waiver of excess if your property is a total loss

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

17. Monitored alarm attendance after theft

If this Policy insures your contents in your primary residence:

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

- (a) there is evidence of forcible or violent entry
- (b) the theft or attempted theft is not committed by any person who is living at the site; and
- (c) you report the incident to police as soon as reasonably possible after the theft or attempted theft occurred.

If you have accidental damage cover:

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

If you have Insured events cover:

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

We will not pay:

- (a) for any false alarms; or
- (b) where there is no evidence of a theft or an attempted theft.

18. Replacement of documentation

If this Policy insures your contents in your primary residence:

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

- (a) title deeds;
- (b) birth certificates;
- (c) a marriage certificate;
- (d) passports;
- (e) drivers licences;
- (f) proof of age card.

19. New replacement residence – temporary cover

If this Policy insures your home:

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

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

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

20. Building materials

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

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

21. Identity fraud

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

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

Our liability under this additional benefit is limited to:

- (a) legal expenses for defence against a business or its collection agency from which goods or services have been purchased fraudulently;
- (b) legal expenses for removal of any wrongfully recorded civil or criminal prosecutions or to challenge consequent incorrect information available on your consumer credit report;
- (c) loss of wages up to \$2,000 per week, and up to \$5,000 in total; that would have been earned but were not, solely because it was necessary for you to rectify records in relation to your true name or identity;
- (d) loan application fees incurred as a result of re-applying for loans because you have been allotted incorrect credit information due to fraud;
- (e) costs for notarizing affidavits, telephone calls and certified mail expenses to law enforcement and/or financial institutions;
- (f) reasonable legal fees and court costs, if incurred with our approval.

We will not pay any claim where the identity theft:

- (a) is caused by:
 - (i) you or your collusion;
 - (ii) your family or their collusion;
 - (iii) an ex-partner; or
 - (iv) someone who normally lives with you.
- (b) arises out of:
 - (i) you or your family committing an illegal or dishonest act;
 - (ii) you breaching any security requirements or conditions imposed by any financial institution, such as in relation to your password or personal identification number or personal access number;
 - (iii) business interruption in relation to any business.

Claims are only payable under this additional benefit if:

- (a) you have accidental damage cover;
- (b) you are an Australian resident;
- (c) the identity fraud occurs within Australia; and
- (d) all losses and expenses are incurred within Australia.

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

We will not pay any:

- (a) fines or for any infringements or penalties imposed;
- (b) costs that are or could be reimbursed from another party, for example, a financial institution.

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

We will pay Additional benefits 22., to 28., over and above your sum insured for your home or your contents, depending on the type of cover you have chosen.

22. Loss of rent or temporary accommodation

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

If this Policy insures your home:

We will pay up to:

- (a) \$20,000; or
- (b) 20% of the sum insured for your home;

whichever is the higher, for:

- (a) loss of rent or rentable value if your home is tenanted or is between tenants at the time the loss or damage occurred;
- (b) additional cost of:
 - (i) reasonable temporary accommodation;
 - (ii) emergency storage of your contents;
 - (iii) emergency accommodation of your pets;

where the home is your primary residence.

If this Policy insures your contents:

We will pay up to:

- (a) \$20,000; or
- (b) 20% of the sum insured for your contents;

whichever is the higher, for:

- (a) loss of rent or rentable value if your home is a strata title residence and it is tenanted or is between tenants at the time the loss or contained at least one usable bed/mattress; and damage occurred;
- (b) additional cost of:
 - (i) reasonable temporary accommodation;
 - (ii) emergency storage of your contents;
 - (iii) emergency accommodation of your pets;

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

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

Forced evacuation by government authority

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

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

- (a) damage to a home, strata title property, road or street caused by an event that is covered by this Policy;
- (b) a burst water main;
- (c) a bomb threat or bomb damage;
- (d) street riot;
- (e) lift malfunction at the insured address (and you have a medical certificate stating you must use a lift);

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

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

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

- (a) damage to a home, strata title property, road or street caused by an event that is covered by this Policy;
- (b) a burst water main;
- (c) a bomb threat or bomb damage;
- (d) street riot;
- (e) lift malfunction at the insured address (and you have a medical certificate stating you must use a lift);

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

then:

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

for up to 60 days from when the incident occurred.

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

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

- (a) damage to a home, strata title property, road or street caused by an event that is covered by this Policy;
- (b) a burst water main;
- (c) a bomb threat or bomb damage;
- (d) street riot;
- (e) lift malfunction at the insured address (and your tenant has a medical certificate stating they must use a lift);

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

we will pay any resultant rent lost.

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

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

Under this additional benefit, we will not pay for:

- (a) loss of rent if your home has been untenanted for 30 or more consecutive days immediately before the loss;
- (b) any rent lost outside the period of forced vacancy;
- (c) any rent lost later than 12 months after the damage occurs.

23. Automatic reinstatement of sum insured

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

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

24. Inflation adjustment

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

During each period of insurance we increase the home and contents sums insured by 0.5 of 1% of the relevant sum insured shown in your current Policy Schedule per month until the next renewal date.

25. Compensation for death

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

- (a) an insured event at the site caused a physical injury to you or a member of your family who normally resides with you; and
- (b) the physical injury directly caused the death of you or the member of your family; and
- (c) the insured event also caused damage to your property at the site for which a claim has been accepted under this Policy;

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

26. Modifications to your home

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

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

- (a) you; or
- (b) a member of your family normally living with you;

permanently become a paraplegic or quadriplegic,

If you have accidental damage cover:

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

If you have Insured events cover:

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

27. Legal costs of discharging a mortgage

If this Policy insures your home:

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

28. Environmental upgrade benefit

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

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

- (a) rain water tank;
- (b) solar power system (solar hot water heating system or photo-voltaic electricity system);
- (c) hot water heat exchange system; or
- (d) grey water recycling system.

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

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

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

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

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

If your claim is accepted for one (1) of the following items;

- (a) refrigerator;
- (b) freezer;
- (c) washing machines (but not clothes dryers);
- (d) dishwashers;

and it is beyond economic repair, and it had an energy star rating of less than three (3) stars, then we will replace the item with an equivalent item that has an energy rating of at least three (3) stars.

If your claim is accepted for a clothes dryer and it is beyond economic repair, and it had an energy star rating of less than two (2) stars, then we will replace the item with an equivalent item that has an energy rating of at least two (2) stars.

Optional benefits

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

The optional benefits you have selected and paid for will be shown in your Policy Schedule.

1. Valuables

If you have selected and paid for Optional benefit 1., we insure you and your family for loss of or damage to unspecified or specified valuables anywhere in Australia or New Zealand, and anywhere else in the world:

- (a) for up to 60 days in any one period of insurance, if you have insured events cover; or
- (b) for up to 100 days in any one period of insurance, if you have accidental damage cover.

Unspecified valuables

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

You can select unspecified valuables without having to specify individual items, but you need to nominate a total sum insured to cover all unspecified valuables. Your Policy Schedule will indicate if you have chosen Optional benefit 1. Valuables – Unspecified valuables and the total sum insured for unspecified valuables.

Specified valuables

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

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

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

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

- (a) jewellery, gold or silver articles, furs, watches;
- (b) collections of any kind; and

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

while they are temporarily removed from the site, up to \$5,000 per item and a total of \$20,000. In addition, other portable items that have sub-limits listed in the tables within section Maximum limits we will pay are automatically covered up to their sub-limits under Additional benefit 1. – Cover for contents away from the site while they are temporarily removed from the site.

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

We do not insure

The following items are not covered under Optional benefit – 1. Valuables.

- (a) cash, negotiables or financial transaction cards;
- (b) unset precious or semi-precious stones;
- (c) items being cleaned, repaired, restored, or on exhibition away from the site;
- (d) vehicles (including motor cycles and motor scooters), aircraft, aerial devices, watercraft or anything associated with these items;
- (e) property used in connection with a profession, trade or business, or otherwise for reward;
- (f) bicycles, unless you have insured them as specified valuables. Bicycles are not covered under unspecified valuables.

How much we will pay for loss or damage

The most we'll pay is either:

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

less any applicable excess(es).

2. Domestic workers' compensation

(Applicable only in states or territories where domestic workers compensation can be offered in conjunction with a home and contents policy.)

Your Policy Schedule indicates whether you have chosen this Optional benefit.

If you employ a domestic worker, on a casual basis or otherwise, you may be required by law to provide that person with Workers' Compensation insurance.

If you fail to do so, and your employee is injured in the course of their employment by you, you may be liable to compensate them.

Where shown in your Policy Schedule, this Policy includes statutory Domestic Workers' Compensation cover according to the legislation in your state or territory, up to the amount required by your state or territory's legislation.

Section 2 – Legal liability

What you are covered for

Your home

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

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

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

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

Your contents

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

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

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

What we will pay

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

Additional benefits

1. Motor vehicle liability

Applicable only when you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence.

What we insure you or any member of your family for

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

- (a) the death of or personal injury to any person;
- (b) the loss of or damage to property;

arising from the ownership, custody, or use of:

- (a) any motor vehicle (excluding motor cycles and quad bikes) that is not required to be registered by law;
- (b) any motor cycle with an engine capacity of 250cc or less that is not required to be registered by law;
- (c) any motorised wheelchair;
- (d) any domestic trailer not attached to any vehicle;

resulting from an occurrence during the period of insurance.

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

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

- (b) death or personal injury caused by any registered vehicle if the occurrence causing the death or personal injury takes place at the site;

during the period of insurance.

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

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

- (a) insured by any compulsory statutory insurance or accident compensation scheme, or would have been, but for failure to register the vehicle or to apply for cover under the scheme or to comply with a term or condition of the scheme; or
- (b) protected by any other policy of insurance which specifically covers the vehicle (except where this exclusion would contravene s.45 of the Insurance Contracts Act, 1984) (Cth).

2. Committee member of a social or sporting club

Applicable only when you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence.

What we insure you or any member of your family for

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

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

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

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

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

- (a) any act or omission for which you or your family receive reimbursement from the sporting or social club; or
- (b) any act or omission which is committed or alleged to have been committed prior to the period of insurance commencing or after it has ended.

3. Liability cover for the site continues following a total loss

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

- (a) any construction commencing at the site;
- (b) the sale of the site or any part of it;
- (c) another Policy that includes liability cover being taken out in relation to the site;
- (d) the commencement of construction of a home to replace the insured home at another site; or
- (e) six months from the date of the damage that caused the total loss.

What you are not covered for

1. We do not insure you or your family:

- (a) against any liability caused by or arising directly or indirectly, out of or in connection with the actual or alleged use or presence of asbestos;
- (b) against fines, penalties, or punitive, aggravated, multiple or exemplary damages.

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

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

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

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

- (i) has lived with you in your home; or
- (ii) has lived with you in your home and intends or intended to use your home;

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

- (c) death of or personal injury to anyone employed by you or by someone who lives with you if the death or injury arises out of their employment;
- (d) damage to property belonging to you or any person who normally lives with you or to your or their employees;
- (e) any workers' compensation legislation, industrial award or agreement, or statutory accident compensation scheme;
- (f) the ownership, custody, or use of any lift (other than a lift that exclusively services your home, and provided your home is freestanding and solely occupied by you and your family), aerial device or aircraft (including hang gliders, but excluding model aircraft or drones or toy kites), aircraft landing area, boat exceeding 4 metres in length (except canoes, surfboards, surf skis or sailboards) or motorised watercraft in excess of 10 horsepower;
- (g) the conduct of any activity carried on by you or your family for reward except for letting your home for domestic purposes or babysitting on a casual basis.

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

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

This exclusion does not apply to a domestic garage sale provided:

- (i) the garage sale is held at the site;
- (ii) the goods sold belong to you or your family or immediate family members that do not live you;
- (iii) the goods sold are second hand domestic goods sold in domestic quantities;
- (iv) the sale does not form any part of any business, trade or profession
- (v) the goods sold at the garage sale by you or your family have not been purchased for the sole purpose of re-sale; and
- (vi) you do not hold more than one garage sale per period of insurance.

- (h) vibration or the weakening of, removal of or interference with support to land, buildings or other property;
- (i) building work, construction or demolition of a building, including your home if the value of the work exceeds \$100,000;

- (j) death or personal injury to any person arising out of pregnancy or the transmission of any communicable disease by you or your family, unless the action was reasonable and the intention of the action was to prevent or reduce loss, damage or injury to property or persons;
- (k) the ownership of land, buildings or structures other than your home insured by this Policy. If you have insured your contents only, then you are not covered for any legal liability arising from the ownership of any land, buildings or structures;
- (l) loss, damage or injury intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family unless the action was reasonable and the intention of the action was to prevent or reduce loss, damage or injury to property or persons;
- (m) the lawful seizure, confiscation, nationalisation or requisition of the property insured;
- (n) destruction of or damage to property by any government or public or local authority;
- (o) the ownership or use of any motor vehicle other than under the cover given by the Additional benefit 1. – Motor vehicle liability;
- (p) any act or omission that is knowingly illegal, dishonest, fraudulent, wilful, malicious or done with reckless disregard for their consequences by you, your family or a person acting with the consent of you or your family;
- (q) any pollutant escaping into or upon land, the atmosphere or any watercourse or body of water.

General exclusions applicable to home section

Intentional, reckless or fraudulent acts

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

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

Illegal activity

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

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

Business activities at the site

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by or arises from any business or income earning activities being conducted at the site. This exclusion does not apply if the activity is just the use of an office or surgery taking up less than 20% of the home.

Doing office work in a home office, including working from home for your employer is not considered to be a business or income earning activity.

Reasonable actions and precautions

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

- not taking reasonable care to protect and maintain the insured property;
- not taking reasonable steps to minimise the cost of any claim under your Policy; or
- not complying with all laws relating to the safety of a person or property.

Condition of your home

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

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

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

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

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

- wear, tear, depreciation, rust, oxidation, corrosion, fading;

For example, worn carpets or scratched floors in high traffic areas, faded curtains due to sunlight, or scratches in a kitchen benchtop that would be expected from normal use.

- defect, structural fault, design fault or faulty workmanship;
 - rising damp, seepage, mould, mildew, rot; or
 - gradual deterioration due to action of light, air, sand, sea salt, sea water, or atmospheric or climatic conditions.
- For example, the gradual weathering of brick, mortar or concrete or the breakdown of grouting or tile adhesive over time.

Construction works

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by or arises from buildings under construction or undergoing renovations, alterations, additions or repairs that:

- involve removal of any part of the roof or an external wall; or
- impact the structure of a building such as removing or changing supporting walls, underpinning, foundations or piers.

If you are removing the roof, or removing or changing supporting walls, underpinning, foundations or piers in a residential building at the site, we will cancel your Policy and return any unused premium to you.

Loss or damage indirectly related to your claim

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

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

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

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

Commercial management

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

Other loss or damage

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

- an event occurring outside the period of insurance;
- any neglect, poor housekeeping or untidy, unclean or unhygienic living habits such as:
 - odours including from pets, cigarettes or other smoking items;

- liquid or food stains that have gradually built up over time; or
- water damage to carpets, flooring or cabinets due to splashing from baths, showers or sinks;

however we will cover your legal liability caused by any of the above 3 points;

- action of the sea;
- earth movement except for landslide or subsidence where it occurs within 72 hours of, and as a direct result of, the following Insured Events:

2. explosion;

3. flood, storm or rain;

5. earthquake or tsunami,

9. escape of liquid,

- hydrostatic pressure;

For example, if you empty your swimming pool or spa, the pressure exerted on it by water in the surrounding ground due to heavy rain, can cause it to move, warp or lift out of the ground.

- mechanical, electronic or electrical breakdown other than under the event 12. Fusion of an electric motor, however, we will cover resultant damage to the extent it's covered under the Insured Event, **1 (a) Fire**;

- insects, vermin or rodents, however, we will cover resultant damage to the extent it's covered under the Insured Events **1 (a) Fire** or **9. Escape of liquid**,

For example, we will cover damage caused by fire due to a rat chewing through an electrical wire.

- roots of trees, plants or shrubs, however, we will cover resultant damage to the extent it's covered under the Insured Event **9. Escape of liquid**;

For example, we will cover damage due to water escaping from pipes damaged by tree roots.

- a process of cleaning by you:
 - using any chemicals other than domestic household chemicals. (Domestic household chemicals include products that can be purchased from a supermarket or department store); or
 - where domestic household chemicals have been used but not in accordance with the manufacturer's directions for use;
- or in connection with any contagious or communicable disease;
- fees payable in relation to:
 - repairing or rebuilding any part of your home where you were aware or a reasonable person in the circumstances would have been aware that they were illegally constructed. (You will be considered 'aware' if the illegal construction has been identified in any report received by you or as a result of any enquiries made by you, for example during the course of the purchase or conveyance of the property); or
 - a notice served on you by a statutory authority before the incident took place;
- or in connection with:
 - an unauthorised or malicious act, software, coding or instructions
 - a threat, hoax, scam or fraud
 - programming or operator error; or
 - outage

affecting the use, integrity, security, operation, storage of, or access to, data, information, a computer, system, device, appliance, equipment, software, hardware, back-up facility or a component of or attachment to any of these, regardless of time or place.

Examples of what are not covered under your Policy:

- loss, damage, destruction, distortion, erasure, corruption or alteration of, or loss of access to, or interference with, data on a computer or access to an internet service, due to malicious software or a cyber-attack, including but not limited to viruses, worms, Trojan Horses, back doors, logic bombs, trap doors, denials of service, ransomware or any computer hacking;
- unauthorised access to or copying of personal information via the internet or mobile phone network;
- unauthorised access to, or interference with the operation of, an appliance or device via the internet, Wi-Fi or Bluetooth;
- unauthorised access to your computer or device provided by means of a scam, or connection of a storage or other device affected by malicious software.

However, you will still have cover for physical damage to your property insured under your Policy caused by an Insured Event such as 1.(a) fire; and

- changes in a right, title or interest in your property, for example due to a transfer, agreement or adverse possession.

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

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

There is no cover for loss of or damage to:

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

General conditions - applicable to home section

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

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

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

Tell us when these things change

You must tell us as soon as reasonably possible if any of the information on your Policy Schedule is incorrect or has changed.

Things you must tell us	If you have home cover	If you have contents cover
You sell the home or home unit or move house	✓	✓
You're planning construction work including renovations, alterations, additions or repairs at the site	✓	✓
Your home will be unoccupied for any period longer than 100 consecutive days	✓	✓
The occupancy of your home changes, for example, you plan to rent all or part of it out to boarders or tenants, or, you stop renting out the property under a lease agreement and start to rent it out as a holiday home without a lease agreement	✓	✓
You start operating a business or generating a regular income from the site other than a home office or surgery taking up less than 20% of the home Note: Doing office work in a home office, including working from home for your employer is not considered to be operating a business.	✓	✓
You add or change mortgage lenders	✓	✗
You want to increase your sum(s) insured	✓	✓
You want to add Specified Contents or increase any specified limit	✗	✓

If you don't tell us, we may reduce or refuse to pay a claim.

When you tell us about something that has changed or request a change to your Policy, we will assess the change to the risk in accordance with our underwriting rules and processes.

Changes to your circumstances

Contact us to discuss potential changes in circumstances when you know the details of the timing and nature of the changes before they happen, to find out in advance whether we will be able to continue to insure your home and/or contents.

If you tell us about a change in your insured property's address then we will consider it under our underwriting rules and processes, and depending on the underwriting assessment:

- if we do not agree to the change then we will cancel your Policy and refund the unused portion of the premium.

Changes of these kinds sometimes alter the risk to us in such a significant way that it is no longer within our underwriting rules, and we would not have issued the Policy if the request had been made before the start of the Policy
- if we agree to the change, we will issue a new Policy Schedule and ask you for any additional premium, inform you of any change in terms, and any additional applicable excess(es). If an additional premium is required, the change will only be effective when:
 - if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or

- you have paid the additional premium by the due date we give to you.

If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the latest contact details you provided us. If we don't receive payment of the additional premium owed, then we will cancel your Policy. We will use the latest contact details you provided us to notify you of the cancellation date.

If you tell us about any of the following changes then we will cancel your Policy and refund any unused portion of the premium:

- you are removing the roof, or removing or changing supporting walls, underpinning, foundations or piers in a residential building at the site;
- you start operating a business, or generating a regular income (other than residential rental income) at the site; or
- the occupancy of your home changes to an occupancy that cannot be accepted.

If you tell us about a change in mortgage lender we will note them on the Policy Schedule.

If you tell us about any other change, we will consider it under our underwriting rules and processes at the time.

Lender's rights

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

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

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

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

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

Unoccupancy

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

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

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

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

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

Burglary protection

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

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

Please refer to your Policy Schedule for further details.

Strata title mortgagee's interest

This cover applies if you have arranged for this Policy to insure only the interest of a mortgagee in a strata title unit.

This cover only applies when you own part of a building that has been subdivided into strata, community or similar title units and you have a mortgage on that part of the building.

1. We will pay the mortgagee the lowest of:

- (a) the sum insured shown in your Policy Schedule;
- (b) the amount to repair the damage to a condition similar to but no better than when new;
- (c) the difference between what the body corporate's (or similar) insurance pays and the cost of the damage; or
- (d) the amount sufficient to discharge the mortgage held by you over the unit at the date of damage.

We pay only that part of the claim that applies to the interest of the mortgagee.

2. We only pay a claim if:

- (a) a claim would be payable under the home and contents section of this Policy;
- (b) the policy of the body corporate or similar does not apply or only partially covers the loss; and
- (c) the mortgagee requires you to discharge your mortgage.

3. If you have arranged the home and contents section of this Policy to insure only the interest of a mortgagee in a strata title unit:

- (a) no additional benefits in this section are payable;
- (b) no legal liability cover is provided; and
- (c) no optional covers such as domestic workers' compensation, or valuables cover are provided by this section.

Claims - applicable to home section

How to make a claim

Please contact your Elders Insurance Authorised Representative to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand (other than emergency repairs necessary to prevent further loss) and your claim has been accepted.

This section describes the conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

How we settle your claim

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

How we settle home claims

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

If you don't use our supplier

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

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

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

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

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

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

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

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

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

Building costs

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

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

Undamaged parts of your home

We won't pay for any undamaged parts of your home, even to restore those undamaged parts to achieve a uniform appearance, other than to the extent set out in the table below in relation to internal building damage:

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

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

Matching materials

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

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

Delays in repairing, replacing or rebuilding

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

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

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

Rebuilding at an alternative location

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

Lifetime guarantee on home repairs

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

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

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

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

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

This guarantee does not apply to:

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

Fences

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

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

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

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

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

The most we'll pay

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

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

Special benefit – Home sum insured safeguard

If the cost to repair or replace your home is greater than your home sum insured, then we will pay up to 30% more than your home sum insured to either:

- repair the home; or
- replace the home to a condition substantially the same as, but not better than when new; or
- pay the reasonable cost of its repair or replacement to a condition substantially the same as when new.

This special benefit applies only if:

- (A) this Policy insures your home; and
- (B) your home is so damaged by an event that is insured by this Policy that it is considered by us to be a total loss; and
- (C) the cost to repair or replace your home is greater than your home sum insured because either:
 - (i) the increased cost of repairing damage to your home was caused directly by a 'Catastrophic event'; or
 - (ii) you correctly used the Elders Insurance home sum insured calculator on the Elders Insurance website located at <https://www.eldersinsurance.com.au/home-building-calculator> to calculate your home sum insured and the Elders Insurance calculator estimated an inadequate sum insured for your home, provided:
 - › that you can demonstrate that you correctly used the Elders Insurance Home Sum Insured Calculator to determine your home sum insured; and
 - › your home is substantially the same as when you used the Elders Insurance Calculator (for example, you have not added to nor extended your home); and
 - › you have not reduced any sum insured that we have offered on any renewal invitation since you used the Elders Insurance Calculator.

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

How we settle contents claims

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The most we'll pay

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

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

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

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

less any applicable excess(es).

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

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

less any applicable excess(es).

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

Item	What we pay
Carpets	<p>We'll pay to repair or replace up to an existing change or join in the carpet or an archway, doorway or similar opening, whichever is closest to the damage.</p> <p>We'll consider a combined lounge/dining room as one room if the opening between them is more than 82cm wide. This is a common width of a doorway.</p> <p>We won't pay to replace any undamaged carpet in any other adjoining rooms, hallways or stairwells.</p>
Antiques	<p>Where we pay a claim for an antique item, and the market value of the item exceeds the cost of its replacement with a new item because of its antiquity and rarity, we will treat the market value as though it is the cost to replace the lost or damaged antique with a new item.</p> <p>For example:</p> <p>An antique created in 1880 is stolen and we agree to pay the claim. The antique has current valuation for \$11,000. To replace the item with the closest, similar new item would cost \$2,100. At the time of the loss, our inquiries indicate that to replace that antique item at market value would be approximately \$11,000 but there is no equivalent item currently for sale in Australia or overseas. The market value of the item is higher than the new replacement cost due to the item's antiquity and rarity. In this instance, we would pay you \$11,000 for the item rather than \$2,100. The sum we pay you would be subject to any applicable excess.</p>

Item	What we pay
Photographs and videos	<p>We'll pay for reproducing videos and hard copy photographs you have purchased from, or had produced by, a professional photographic business if the necessary electronic data is available. We do not pay to reconstruct any circumstances or conditions.</p>
Sets or pairs	<p>If we can't repair an item which forms part of a set or pair or it can't be replaced because:</p> <ul style="list-style-type: none"> • we're unable to reasonably match it; or • the functionality of the set or pair is lost (e.g. hearing aids/sporting equipment) <p>you can choose to either:</p> <ul style="list-style-type: none"> • surrender the remaining item(s) to us, in which case we'll pay the replacement value of the set or pair, up to any applicable limit; or • keep the remaining item(s), in which case we'll pay the replacement value of the lost or damaged item. <p>We don't allow for any special value the item may have as forming part of a set or pair, or for any reduction in value of the remaining part(s).</p>
Software	<p>If a claim is accepted where software is lost, damaged or destroyed, we pay the cost to replace it with the nearest equivalent new software. We do not pay for any software that was acquired by you at no cost.</p>

How we settle loss of rent claims

How we settle loss of rent claims - Lease Agreement

When we agree to pay a loss of rent claim, we pay the actual rent you lose, based on your current lease agreement, for the period your rental property is unliveable due to an event for which we agree to pay a claim. The limit of what we pay is shown in the Additional benefits section, Additional benefit 22. - Loss of rent.

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

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

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

Excesses

An excess is the amount which you may have to pay each time you make a claim. If following an incident more than one excess applies, you will have to pay the total of all the excesses that apply to you. If your claim comprises of more than one incident, you will have to pay the applicable excesses for each incident.

We deduct the excess shown in the Policy or on the current Policy Schedule from the amount of your claim.

Where a maximum limit is applicable under 'Maximum limits we will pay', the excess will be applied to the claim prior to applying the maximum limit. For example, if a ring worth \$6,000 was stolen from the home and it has not been specified, the \$5,000 per item jewellery maximum limit would apply. If a \$500 excess was applicable, this would be applied to the \$6,000 claim, rather than the \$5,000 maximum limit. Therefore, \$5,000 would be payable.

If the ring had been specified for \$6,000, we would pay \$5,500 – the \$6,000 claim less the \$500 excess.

If the stolen ring was worth only \$1,000, we would pay \$500 – \$1,000 less the \$500 excess.

Earthquake or tsunami damage

You must pay the first \$250 or the excess amount shown in your Policy Schedule, whichever is greater, in relation to claims for damage caused by earthquake or tsunami. All damage caused by earthquake or tsunami, occurring within 7 days of the first damage occurring, will be regarded as damage resulting from one incident. If any earthquake or tsunami damage occurs after that, each subsequent 7 day period in which damage occurs will be regarded as a separate incident. An excess applies for each incident.

When you will not have to pay an excess

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

Motor vehicle section

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

Word or term	Meaning
Agreed value	The amount we agree to insure your vehicle for during the period of insurance shown on your Policy Schedule. The agreed value includes the value of insured accessories and equipment.
Business use	Your motor vehicle is registered for business use but is used only for the following purposes: <ul style="list-style-type: none"> (a) in connection with your business or occupation; (b) social, domestic and pleasure purposes; (c) in connection with servicing, repairing and subsequent testing; (d) in a professional driver education course that involved speeds less than 110km/h; (e) towing a caravan, trailer or vehicle, as long as it is not for payment. <p>Business use does not cover loss or damage if your motor vehicle is being used for Ridesharing, let on hire or is being used by you or someone authorised by you to carry passengers or goods for payment other than a private pooling arrangement.</p>
Car Sharing	A formal or informal arrangement by which two parties or more, share the use of a vehicle that is owned by either party or a third party regardless if payment is exchanged or not. Car sharing does not mean car pooling.
Executive use	Your motor vehicle is registered for business use, only but is used only for the following purposes: <ul style="list-style-type: none"> (a) social, domestic and pleasure purposes; (b) in connection with servicing, repairing and subsequent testing; (c) in a professional driver education course that involved speeds less than 110km/h; (d) driving to or from work; (e) towing a caravan, trailer or vehicle, as long as it is not for payment; <p>Executive use does not cover loss or damage if your motor vehicle is being used for Ridesharing, let on hire or is being used by you or someone authorised by you to carry passengers or goods for payment, other than private pooling arrangement.</p>
Financier	A person or entity with a security interest in your vehicle.
General average	General average is declared when goods or cargo are thrown overboard to safeguard the vessel and the remaining property on the vessel. Those whose property is saved share the expenses or salvage costs incurred by a ship owner in preserving the vessel and cargo.
Market value	The cash value of your motor vehicle immediately before the incident. To determine this value we may use recognised industry guides and consider things like the make, model, age, kilometres travelled, both factory-fitted and legal after-market modifications and accessories, and the general condition of your car.

Word or term	Meaning
MVIRI code approved assessor	An assessor that complies with the voluntary national Motor Vehicle Insurance and Repair Industry Code as agreed by the Smash Repair and Insurance Industry Implementation Taskforce on 23 May 2006 and any changes as agreed from time to time by the Code Administration Committee. To assess whether your vehicle is a total loss, we will only appoint a MVIRI Code-approved assessor.
Not-at-fault	When the driver of your vehicle did not cause or contribute to the incident claimed and you provide us with the full name and address of each responsible person, or if they were using a vehicle, each vehicle's registration number.
Passenger vehicle	All vehicles designed to carry passengers excluding motor cycles, caravans, campervans and trailers.
Private use	Your motor vehicle must be registered for private use, only in your name and used for the following purposes: <ul style="list-style-type: none"> (a) social, domestic and pleasure purposes; (b) in connection with servicing, repairing and subsequent testing; (c) in a professional driver education course that involved speeds less than 110km/h; (d) towing a caravan, trailer or vehicle, as long as it is not for payment; (e) driving to or from work; (f) in connection with your occupation or business, as long as: <ul style="list-style-type: none"> (i) it is driven only by you; and (ii) the vehicle is not registered for Business Use, and the business use is not the main function/use of the motor vehicle. <p>Private use does not cover loss or damage if your vehicle is being used for Ridesharing, let on hire or is being used by you or someone authorised by you to carry passengers or goods for payment, other than private pooling arrangement.</p>
Ridesharing	it means your vehicle is used solely or partially to transport people for a fee, such as through a rideshare company's booking app. Ridesharing also includes the use of your vehicle for personal purposes. Ridesharing does not mean using your vehicle as a taxi or for car-pooling without payment.
Security interest	A security interest as defined in section 12 of the Personal Property Securities Act 2009 (Cth).
Suitable hire vehicle	A hire vehicle that takes into account: <ul style="list-style-type: none"> • the type and size of the damaged car • the ordinary daily uses of the damaged car • whether any additional safety devices were part of the damaged car, such as child seats or disability related modifications
Vehicle	The vehicle described in your Policy Schedule.

Types of cover

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

1. Comprehensive

This cover provides:

- (a) insurance against theft or accidental loss or damage to your motor vehicle;
- (b) additional benefits as set out in the 'Additional benefits' section;
- (c) insurance against legal liability for damage caused by your motor vehicle to the property of other people - as described in section.

2. Third party property damage and fire and theft

This cover provides:

- (a) insurance only against damage to your motor vehicle caused by fire, explosion, lightning, theft, or attempted theft;
- (b) additional benefits – as set out in the 'Additional benefits' section;
- (c) insurance against legal liability for damage caused by your motor vehicle to the property of other people - as described in section 2;
- (d) insurance against damage to your vehicle but only if the damage is caused solely and directly by another vehicle as described under the uninsured motorist's benefit under 'Additional benefits'.

The causes or events not covered are described under General exclusions.

3. Third party property damage

This cover provides:

- (a) insurance against legal liability for damage caused by your motor vehicle to the property of other people - as described in section 2;
- (b) insurance against damage to your vehicle but only if the damage is caused solely and directly by another vehicle as described under the uninsured motorist's benefit under 'Additional benefits'.

The causes or events not covered are described under General exclusions.

Section 1: Cover for your motor vehicle

What you are insured against

The cover on your vehicle

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

Cover on your vehicle includes:

- (a) standard fitted equipment for the particular make and model of your vehicle fitted by the original manufacturer;
- (b) any fitted specified equipment or accessories shown on the Policy Schedule;
- (c) other fitted accessories, and your vehicle's tools or spare parts in or on your vehicle, up to \$500 in total;
- (d) any non-standard permanently fixed equipment or other permanently fitted accessories up to \$1,000 in total;
- (e) your motor vehicle's tools or spare parts in or on your motor vehicle, up to \$500 in total whilst they are in, on or attached to your motor vehicle;

- (f) theft or accidental loss or damage to your vehicle, depending on the type of cover you have selected;
- (g) any specified equipment or accessories shown in your Policy Schedule.

Additional benefits

If your claim is accepted under this Policy, we will also give you the following additional benefits depending on the type of cover you have selected.

1. Change of motor vehicle – applies to all types of cover

We will cover any permanent replacement sedan, wagon, panel van or utility, from the time of its purchase for 21 days under the terms of this Policy if you:

- (a) have disposed of the replaced motor vehicle;
- (b) bear any additional excess applicable to the replacement motor vehicle in the event of a claim.

If before you have given us full details as required below, the replacement vehicle is damaged or stolen, the maximum amount payable is the purchase price of the replacement motor vehicle up to:

- (a) \$150,000 in the case of comprehensive cover; or
- (b) \$10,000 in the case of third party fire and theft cover.

If you give us details of your replacement motor vehicle within 21 days of its purchase we will insure it for the remainder of the period of insurance, if it is acceptable to us and you pay us any additional premium we may require.

2. Car Pooling – applies to all types of cover

We will pay for accidental loss of or damage according to the type of cover you have selected, when your motor vehicle is being used in a car pooling agreement, including travelling to and from work, as long as any payment by passengers does not involve commercial use for profit.

3. Towing costs – applies to comprehensive and third party fire and theft covers

If your motor vehicle is not driveable following an accident or theft covered under the Policy, we will pay for the reasonable costs of:

- towing your motor vehicle to the repairer nearest to where it was damaged; or
- any other place that we first approve.

We will pay for the reasonable costs of returning your vehicle to the place where it is normally parked if it is found after having been stolen.

4. Returning your motor vehicle after stolen – applies to comprehensive and third party fire and theft covers

We will pay for the reasonable costs of returning your motor vehicle to the place where it is normally parked if it is found after having been stolen.

Should the cost of returning the motor vehicle plus the necessary repairs exceed the relevant agreed value or market value at the time of the theft, we reserve the right to treat the motor vehicle as a total loss.

5. Choice of repairer – applies to comprehensive, third party and third party fire and theft covers

You may choose any licensed repairer to repair your motor vehicle. We may invite, accept, adjust or decline estimates or arrange to move your motor vehicle to another repairer acceptable to both of us.

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

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

6. Locks and keys – applies to comprehensive cover only

- If your keys are stolen, or there is reason to believe they have been illegally duplicated, and the theft or duplication has been reported to the police, we will pay up to \$2,000 during any one period of insurance and this benefit is not subject to loss or damage to the vehicle covered under this Policy.
- You are not covered if your keys are misplaced or lost.

7. Hire vehicle cost following theft – applies to comprehensive cover only

If your motor vehicle is stolen and the theft is covered under this Policy, we will arrange and pay the reasonable daily cost of a suitable hire vehicle for a maximum of 14 days:

- until your vehicle is found and doesn't need repairs; or
- until repairs authorised by us are completed; or
- until we pay the reasonable costs to repair your vehicle; or
- until we pay your claim after your vehicle has been assessed as a total loss.

We will not provide this benefit:

- when your vehicle is not at the authorised repairer and it's safe to drive;
- if you arrange a hire vehicle without our authorisation;
- for any other costs related to the hire vehicle such as fuel, upgrade, road tolls, traffic fines, accidents or other losses, or insurance excess reduction.

8. Hire vehicle costs following a not-at-fault accident – applies to comprehensive cover only

We will arrange and pay the reasonable daily cost of a suitable hire vehicle if your vehicle is damaged in a not-at-fault accident. It will be provided:

- until repairs authorised by us are completed; or
- until we pay the reasonable costs to repair your vehicle; or
- until we pay your claim after your vehicle is assessed as a total loss.

We will not provide this benefit:

- when your vehicle is not at the authorised repairer and it's safe to drive;
- if you arrange a hire vehicle without our authorisation;
- for any other costs related to the hire vehicle such as fuel, upgrade, road tolls, traffic fines, accidents or other losses, or insurance excess reduction;
- after we receive information confirming that the driver of your vehicle caused or contributed to the accident.

9. No Claim Discount – applies to comprehensive cover only

You may qualify for a No Claim Discount when you have a good claims history and purchase a Comprehensive Policy. The No Claim Discount is a discount we apply to the premium we calculate before optional extras, government charges, as well as adjustments based on how long you have continuously held your Policy for your Vehicle with us and the voluntary excess amount you choose.

How is your No Claim Discount determined when you buy a new Policy?

When you buy a new Comprehensive Policy, to determine your No Claim Discount, we ask you to tell us what claims you have had and what your No Claim Discount was with your previous insurer. The No Claim Discount levels we have are:

No Claim Discount Levels	Discount
Rating 1, 5 years claim free	Up to 60%
Rating 2, 4 years claim free	Up to 50%
Rating 3, 3 years claim free	Up to 40%
Rating 4, 2 years claim free	Up to 30%
Rating 5, 1 year claim free	Up to 20%
Rating 6, 0 years claim free	0%

What happens to your No Claim Discount when you renew your Policy?

On renewal your No Claim Discount may be reduced based on the number of claims, the types of claims you have made, the value of loss incurred under this Policy and if your Policy Schedule shows you have opted into the following Optional benefit: Protected No Claim Discount clause.

The table below explains how your No Claim Discount is affected by different claims each Policy period:

Type of claim	Changes to No Claim Discount Rating at Renewal	Changes to No Claim Discount Rating at Renewal with Protected No Claim Discount clause
No Claims for the policy period or Only Claims where your vehicle did not cause or contribute to the incident claimed and you provide us with: - the full name and address of each responsible person involved in the incident; and - each vehicle's registration number, if they were using a vehicle. Or Windscreen or window glass only claims	Your discount increases by one rating level, up to the highest level of Rating 1.	Your discount will not change from the highest level of Rating 1.
Any other claims	Your discount decreases by up to two rating levels for each claim.	If you have one claim, your discount will not change from the highest level of Rating 1 For more than one claim, your discount decreases by up to two rating levels for each claim.

Each year we re-calculate your premium. Your premium may still change due to underwriting and other factors

10. Trailer cover – applies to comprehensive cover only

We will pay for theft, or accidental loss or damage to any trailer (other than a caravan) which is owned by you while it is:

- (a) attached to your motor vehicle; or
- (b) detached from your motor vehicle but within the domestic land boundaries of your usual home as long as it was not in a common area of home units, flats and the like.

We will not pay for any property in or on the trailer.

The maximum amount we will pay is the market value of the trailer, limited to \$1,000.

11. Personal property – applies to comprehensive cover only

If your personal property is lost or damaged in an event covered by this Policy we will pay for the loss or damage of such personal property.

However, we will not pay for more than the actual value of the property, that is, we will only pay the new replacement cost of any item which can be purchased in Australia less an allowance for age, wear, tear and depreciation.

There is no cover under this section:

- if the vehicle is only broken into whilst parked;
- for money, cheques or negotiables;
- for unset gemstones, gold or silver nuggets;
- for any animal, bird or fish;
- trade tools, stocks or samples;
- for mobile phones, computers or any other electronic devices, unless they are disability or medical devices you are required to carry;
- for GPS or personal music devices.

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

The maximum amount we will pay is \$500 for any one event.

If your vehicle is a ute or van and is registered for business use, the maximum amount payable is increased to \$2,000 for any one event.

12. Travelling & accommodation expenses – applies to comprehensive cover only

We will pay for any reasonable travelling and accommodation expenses resulting from a claim for accidental damage, fire or theft to your motor vehicle which is accepted under this Policy, as long as at the time of the accident, fire or theft your motor vehicle was more than 150 kilometres from the address where it is normally parked at night.

We will not pay if you had intended to pay for overnight accommodation in any event.

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

If your motor vehicle is a ute or van and is registered for business use, the maximum amount payable is increased to \$2,000 for any one event.

13. Essential Temporary Repairs – applies to comprehensive cover only

We will pay for repairs up to \$500 (over and above any applicable excesses) if you are more than 150 kilometres from the normal nightly parked address and they are necessary to enable you to continue your journey. If your vehicle is a ute or van and is registered for business use, the maximum amount payable is increased to \$2,000.

14. Child seat or baby capsule – applies to comprehensive cover only

We will pay for loss or damage to child seats or baby capsules that are stolen from your motor vehicle or damaged in an accident or fire while in your motor vehicle.

15. Uninsured motorist's benefit – applies only to third party fire & theft or third party property damage cover

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

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

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

The maximum amount we will pay under this benefit for all claims from any one (1) accident or series of accidents arising out of the one (1) cause or event is the lesser of \$5,000 and the market value of your vehicle at the time of the loss or damage.

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

16. Sign writing – applicable only to vehicles registered for business use

We will cover you for loss or damage to sign writing or fixed advertising signs or materials forming a permanent part of your motor vehicle at the time of the loss or damage.

Optional benefits

If you have chosen comprehensive cover, you can also choose to have cover under any or all of the following optional benefits. You must pay us any additional premium we ask for, and we will confirm your cover by showing the optional benefits you have chosen on your Policy Schedule.

1. Hire vehicle costs following an accident

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

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

whichever happens first.

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

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

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

We do not pay for:

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

2. Windscreen protection

If your vehicle is damaged and your claim is only for a broken or damaged windscreen, sunroof or window glass an excess will not apply to your claim.

3. Protected No Claim Discount clause

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

- (a) are, at the time of the accident, on maximum No Claim Discount; and
- (b) do not have more than one claim, where this clause is applicable, in any one annual period of insurance.

See No Claim Discount for more information.

4. Tools and equipment - Applicable for business use only

Where this clause is shown on the Policy Schedule we will cover your tools and equipment of trade for loss or damage caused by:

- (a) fire, lightning, explosion, malicious damage or vandalism whilst secured on or in your vehicle;
- (b) theft following forcible and violent entry which causes visible damage to a locked vehicle;
- (c) theft when securely attached to your vehicle through the use of locks or padlocks, which results in visible damage to the securing devices;
- (d) collision or overturning of the conveying vehicle.

The amount of cover provided by this special clause is limited to a total of \$5,000 (up to \$1,000 per item) in any one period of insurance.

We will pay the lesser of:

- (a) the cost of repair or replacement of the lost or damaged item; or
- (b) the current market value of the lost or damaged item.

If only part of the item is damaged, we will only pay for that part plus the cost of any necessary dismantling and reassembling.

5. Caravan contents – Applicable to caravans only

We will pay for the loss or damage to your caravan contents, while they are in your caravan, caused by:

- (a) fire;
- (b) collision or overturning of your caravan;
- (c) storm; or

- (d) theft following violent and forcible entry into your locked caravan.

We will pay up to the sum insured shown in your Policy Schedule for caravan contents.

We will only pay the new replacement cost of any item which can be purchased in Australia less an allowance for age, wear, tear and depreciation.

For the purpose of this optional benefit 'caravan contents' means contents permanently stored within your caravan (for example TV, DVD player, crockery) and personal possessions that you take with you when using your caravan (for example, clothing, linen, CDs/ DVDs).

Under this optional benefit we do not cover money, cheques or negotiables, unset gemstones, gold or silver nuggets, any animal, bird or fish, trade tools, stocks or samples, mobile phones or two way radios, or GPS or personal music devices if stolen from your caravan whilst parked.

Basis of settlement

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

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

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

Repairing your vehicle

If we repair your vehicle, we will repair it to a similar condition to that which it was in before the loss or damage occurred.

We'll arrange for your vehicle to be repaired by a QBE Accredited Smash Repairer or another licensed repairer of our choice. We will manage the repair process, including choosing the suitable repair method. If needed, our repairer will sub-contract some of the repairs.

If your vehicle is safe to drive, you will need to take it to our chosen repairer. If it's not safe to drive, we'll arrange for it to be taken there. If we repair your vehicle, we are entitled to keep any parts or materials salvaged from it.

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

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

How Choice of Repairer works

If you choose to use the Additional benefit - Choice of Repairer, you will need to:

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

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

If your vehicle is safe to drive, you will need to take it to your chosen repairer. If it is not safe to drive, we will pay the reasonable cost for it to be towed to the repairer we would have otherwise arranged to repair your car.

Replacement of damaged parts

If your vehicle was first registered:

- less than 3 years ago, we will use genuine new parts when they are reasonably available.
- more than 3 years ago:
 - for mechanical parts we will only use genuine new or genuine reconditioned parts;
 - for other parts we will use genuine new parts unless they are not reasonably available. If they are not available, we will use genuine used parts.

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

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

If a certain part isn't readily available, we'll pay you the last known price of that part.

Our repair guarantee

Repairs are guaranteed for as long as you own your vehicle.

We'll guarantee the quality of workmanship and materials used in repairs only if the repairs have been authorised and managed by us.

In the event of a claim on the guarantee, we would need to confirm that the fault resulted from the repairs that we authorised and not from another cause.

We will not pay for any additional repairs we don't authorise.

We are also unable to offer the guarantee where you have chosen the repairer and we have paid you the reasonable cost of repairs.

If you have concerns about the repair guarantee and repairs to your vehicle you must call us on 133 225.

Paying the reasonable cost of repairs

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

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

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

- if you disagree with our assessment of required repairs or their cost;
- if parts needed for repairs are not readily available;
- if we are concerned about the pre-incident condition of your vehicle;
- if we are concerned about the timing or conduct of repairs; or

- if you have chosen to use the Additional benefit - Choice of Repairer and we cannot agree with you or your chosen repairer, about the quote or the repair method for example.
- To help determine the reasonable cost of repairs we may organise a quote and scope of repairs from an alternative licensed repairer we both agree on. Should a part not be readily available, we will pay you the last known price of that part from a reputable commercial retailer at the time we settle the claim. When we pay the reasonable cost of repairing your vehicle or reasonable cost of replacing parts for your car, you will need to pay the applicable excess and arrange the repairs to your car.

Total loss

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

- if you disagree with our assessment of required repairs or their cost;
- damaged and uneconomical to repair; or
- stolen and not found within 14 days of its theft being reported to police, and your claim is in order.

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

When your vehicle has been assessed as a total loss:

- if you disagree with our assessment of required repairs or their cost;
- we are entitled to keep it;
- your Policy comes to an end; and
- there is no premium refund as you have received the benefits under the Policy and we have fulfilled our contract with you.

When the cover ends, we will still pay for the following standard features if they apply to your cover, they are directly connected to the total loss and they continue to be relevant:

- Travelling & accommodation expenses.

Paying the agreed or market value

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

We will deduct the following from our payment:

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

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

Replacement with a new vehicle

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

1. your motor vehicle has been assessed as a total loss; and

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

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

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

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

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

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

Section 2: Cover for your legal liability

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

Property damage

Damage to property

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

- your motor vehicle or goods falling from your motor vehicle;
- a single trailer or caravan attached to your motor vehicle.

Property under your control

We do not cover the legal liability of you, or the driver of your vehicle for damage by your motor vehicle to any property belonging to you or the driver of your motor vehicle, or any property in your or the driver's care or custody, except to:

- a residential building that you are renting (or you are occupying by agreement with the owner whether or not for payment and for which you are legally responsible); or
- employee's or visitor's vehicles and their contents while contained in a vehicle parking space provided by you.

Substitute vehicle

We cover your legal liability to pay for accidental damage caused by a registered motor vehicle used by you as a substitute while your motor vehicle is being serviced, repaired or is not driveable. There is no cover for loss or damage to the substitute vehicle.

We give this benefit only if:

- the substitute vehicle is not already covered under another insurance policy; and
- the substitute vehicle is not owned by you and you have the owner's permission to drive it.

This does not include a hire vehicle.

Your employer's or principal's liability

We will pay the amount your employer, principal or partner may be held legally liable to pay, for accidental damage to property belonging to other people as a result of an incident covered by this Policy while you are using your motor vehicle on business, as long as it is not a use that is excluded by this Policy as described under 'Use of the vehicle'.

Maritime liability

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

Passenger liability

We will insure a passenger who is lawfully travelling in or getting in or out of your motor vehicle or a substitute motor vehicle.

What we pay for legal liability for damage to other people's property

We will pay up to the maximum amount shown on the Policy Schedule, for all claims arising out of any one incident or series of incidents arising out of the one cause or event covered under the heading 'Property damage', in this section.

Excesses applying to the motor vehicle section

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

Depending on the age or experience of the driver, and whether you have told us about them and we have noted them on your Policy Schedule, you may have to contribute more than one excess. Each excess is shown in your Policy Schedule and is explained below.

Where more than one motor vehicle is covered under this Policy and those motor vehicles are involved in the same incident which gives rise to a claim, you will have to pay the applicable excesses in respect of each motor vehicle insured under the Policy.

How we collect the excess

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

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

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

Standard excess

In most cases you will need to contribute an amount towards the cost of any claims you make. This amount is shown in your Policy Schedule as the standard excess. The standard excess applies to all claims unless:

- your claim is for a not-at-fault vehicle accident; or

- the incident you are claiming for is malicious damage, theft or attempted theft and you provide us with the full name and address of the person responsible for the incident; or
- your claim is only under the Optional cover – Windscreen Protection.

If you are unable to provide us with the full name and address of the person responsible for the incident, we are unable to waive the excess. We need these details in order to be able to conduct a settlement or recovery.

Age or inexperienced driver excess - applicable to passenger motor vehicles and motor cycles only

In addition to the standard excess, you will have to contribute an age excess or inexperienced driver's excess if at the time of any incident giving rise to a claim your motor vehicle is driven by a person:

1. under the age of 25; or
2. aged 25 or more but has not held an Australian driver's licence for two or more years.

The amount of the age or inexperienced driver excess is shown in your Policy Schedule. You will not have to contribute this age or inexperienced driver's excess if the only damage to your motor vehicle is a broken windscreen, or window glass, or caused by storm or hail damage.

An age excess does not apply to a learner driver.

Undeclared driver's excess - applicable to passenger motor vehicles only

In addition to any other excesses which apply, you will have to contribute an undeclared driver's excess if, at the time of an incident which gives rise to a claim, your motor vehicle was being driven by or in the charge of a person whose name has not been shown as a driver in your Policy Schedule.

You will not have to pay this excess if:

1. the driver of your motor vehicle is over 25 years of age and has not been convicted of driving under the influence of alcohol or had their licence suspended or cancelled in the five years immediately before the accident or loss; or
2. an emergency existed; or
3. the use of your motor vehicle is shown as business in your Policy Schedule; or
4. the only damage to your motor vehicle is a broken windscreen or window glass, hail damage, or loss or damage which occurs when your motor vehicle is parked or unattended.

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

Theft excess

If your motor vehicle is stolen you must contribute an excess for theft if shown in your Policy Schedule, in addition to any other excesses payable.

When you will not have to pay an excess

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

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

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

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

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

Specific exclusions applying to the motor vehicle section

Your Policy does not cover any loss or damage, if your vehicle:

- (a) was not reasonably secured against further damage or theft, following an accident;
- (b) was being driven by someone:
 - › who does not hold a legal driving licence to drive your vehicle in Australia; or
 - › who is under the influence of alcohol or drugs; or
 - › whose blood alcohol reading exceeds the legal limit (unless there is a law that says otherwise); or
 - › who following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing analysis as required by the law of any State or Territory in which the accident occurred.

However, we do give cover if you have allowed another person to drive your vehicle, but you did not know or could not be reasonably expected to know that they were not so licensed or would be under the influence of alcohol or drugs.

- (c) was being used for:
 - (i) Ridesharing;
 - (ii) Professional driver education;
 - (iii) the purpose of demonstration for sale;
 - (iv) to deliver food or other goods for reward;
 - (v) car sharing;
 regardless of the Use of the vehicle

Where permitted by law, we reserve the right to recover the amount we pay from the driver of your vehicle at the time of the loss or damage.

- (d) is stolen or is involved in an accident and you incur costs because you cannot use your vehicle – except as may be covered elsewhere in the Policy;
- (e) is stolen by someone you've given permission to use your vehicle;
- (f) has been modified in a way that increases its designed top speed or performance and we were not told this and agreed to it in writing;
- (g) is being used to carry more passengers or carrying or towing a heavier load than it was designed for, unless this did not contribute to the loss or damage;
- (h) or an attached caravan or trailer was being used when you knew or should have known it was un-roadworthy or unsafe, unless this did not contribute to the loss or damage;
- (i) is being used in a test, trial or experiment;
- (j) is being used or tested in preparation for racing, pace making, reliability trial or a speed or hill climb;
- (k) is let on hire, used to carry passengers for payment, other than private pooling arrangements;
- (l) is used for purposes other than those shown in the Policy Schedule;

- (m) is not registered for use on a public road;
- (n) runs on rails or is designed to run in water such as in a lake or sea;
- (o) has been legally seized or repossessed;
- (p) is outside Australia except when being transported between places in Australia;
- (q) did not meet registration requirements in your state or territory; or
- (r) was unroadworthy or in an illegal condition, unless its condition did not cause or contribute to the incident.

There is no cover under this Policy:

- (a) for your failure to comply with a condition of this Policy;
- (b) where your failure to take reasonable care is a contributing factor, for example:
 - › leaving your vehicle keys inside your vehicle and leaving it unattended, such as when going to pay for petrol;
 - › failing to lock your car's windows and doors when you leave it unattended;
 - › continuing to drive your vehicle after it has been damaged or is overheating;
 - › not securing your vehicle after it has broken down, been damaged or you've been notified it has been found after it was stolen;
- (c) for you or anyone using your vehicle if you or they admit fault or liability for an incident unless we would have provided cover under your Policy anyway;
- (d) for an intentional or reckless act by you or anyone acting with your permission except when it is to avoid or reduce damage which would otherwise happen;
- (e) for any intentional criminal or dishonest act by you or any person acting with your consent;
- (f) for financial or non-financial consequential loss related to your claim, such as:
 - (i) lost profits or income because you can't use your vehicle;
 - (ii) loss due to delay in repairs because a part isn't readily available; or
 - (iii) any diminished value of your vehicle after it's been properly repaired;
- (g) for your admission of liability or fault for damage or injury without our consent, except where such liability would have been incurred even if you had not admitted fault or liability;
- (h) for the illegal carrying of quantities of inflammable liquids, gases or explosives;
- (i) for damage to your vehicle's tyres caused by the application of brakes, road punctures, cuts or bursting, unless caused as a result of an incident covered under the type of cover you have selected or people acting maliciously;
- (j) for depreciation of your vehicle;
- (k) for wear, tear, mould, rust or corrosion;
- (l) for failure or breakdown of a structural, electrical, mechanical or electronic nature;
- (m) for faulty design or workmanship of your vehicle parts. However, we do cover you for loss or damage to your vehicle resulting from faulty design or workmanship if such loss is otherwise covered by this Policy;
- (n) for mechanical damage caused by escape of oil or coolant unless this occurs whilst your vehicle is being driven by a thief.

Boat section

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

Word or term	Meaning
Agreed value	The fixed amount for which your boat is insured for each period of insurance regardless of any price change for your boat during that period.
Anti theft device	<p>A professionally manufactured purpose designed anti theft device. Examples include:</p> <ul style="list-style-type: none"> • Klamp it; • hitch helmet; • TrILERcop; • Trojan sentry; • braided steel cable; <p>to secure your boat or personal watercraft to the trailer.</p> <p>Anti theft device does not include chains and/or padlocks.</p>
Boat	<p>The boat described in your current Policy Schedule. your boat is comprised of:</p> <ol style="list-style-type: none"> the hull; its motor(s), including fuel tanks (unless they form part of the Hull); equipment and accessories; its sails, masts, spars, standing and running rigging; its trailer; personal effects (or those of any passenger onboard your boat).
Children's toys	An object designed to be played with by a child under the age of 10. This does not include electric or electronic toys.
Equipment and accessories	<p>Safety equipment installed or carried in accordance with statutory requirements and any other equipment intended for the use of or with your boat as shown in your Policy Schedule. It includes:</p> <ul style="list-style-type: none"> • any tender used with your boat; • anchors; • oars or paddles; • detachable canopies or tarpaulins including dodgers and biminis; • boat and motor covers; • bilge pumps; • life-saving equipment including life jackets; • auto pilot; • depth sounders; • electronic navigation equipment including laptop computers that can be clearly demonstrated are used for navigation purposes; • global positioning system; • EPIRB (Emergency Position Indicating Radio Beacon); • two-way radios; • tools; • unfixed spare parts.

Word or term	Meaning
Household contents	<p>Contents permanently kept on the boat for your personal use, provided they are not separately insured, including:</p> <ul style="list-style-type: none"> • cushions, bedding, Manchester and flags; • unfixed furniture, tables and chairs; • home entertainment equipment including TV(s) and DVD player(s); • items and appliances used for cooking, drinking and eating; • portable refrigerators, freezer and ice boxes, (excluding food and alcohol); • portable barbecues and gas bottles.
Hull	The shell of your boat, deck, fixtures and fittings on deck or below deck that are not normally removable and would be normally sold with your boat. This includes household contents.
Indemnity	To place you in the same financial and/or material position as you were in immediately before your loss. Indemnity does not mean new for old unless stated. We may deduct an amount for wear and tear, depreciation or betterment.
Latent defect	Any flaw in the construction or material used in the construction of the Hull and superstructure, motors / machinery, sails, masts, spars, standing and running rigging of your boat that is not known by you and is not discoverable by a competent tradesperson carrying out normal inspection.
Market value	The cash value of your boat immediately prior to an accident using market pricing for a boat of the same age, type, and condition, in your local area. It includes GST (less any entitlement you have to claim an Input Tax Credit), and excludes costs and charges for registration, stamp duty and the like.
Mooring	<p>a permanent anchor at the bed of the sea, waterway or lake with a rode (a line, cable, or chain) running to a float on the surface.</p> <p>The mooring must:</p> <ul style="list-style-type: none"> • confirm with applicable licensing and statutory Maritime regulations; • be appropriately sited; • be in good order and commercially serviced by a professional mooring contractor within intervals not exceeding 365 days; and • be suitably designed for the type, size and displacement of the boat.
Motor(s)	<p>Includes:</p> <ul style="list-style-type: none"> • inboard motors; • outboard motors; • bow thrusters; • stern drive units; • jet units; • gear boxes; • propellers; • shafts; • skegs; • portable fuel tanks and lines;

Word or term	Meaning
	<ul style="list-style-type: none"> wiring harness; instruments (e.g. tachometer); control cables; and generators (gen sets).
Permanent living accommodation	Using your boat as your permanent place of residence (which is defined as a place at which the person resides or a place at which the person has sleeping accommodation on a permanent basis).
Permanent total disablement	You are unable from the date of the injury to perform your occupation or any other occupation for which you are suited by reason of your education, training or experience and are not otherwise employed or engaged in any business activity, and under the continuous and regular care of a doctor and undergoing appropriate treatment for a for a period of at least 12 (twelve) consecutive months and you remain unable to do so for a continuous indefinite period.
Personal effects	<p>Items normally worn or carried on your person including:</p> <ul style="list-style-type: none"> clothing; mobile phones, prescription glasses and sunglasses; waterproof gear and bags; food and beverage coolers; shoes; wallets and purses (excluding cash and credit cards); toilet articles; hats and caps; keys and pens; portable radio and compact disc/MP3 players; binoculars. <p>Personal effects does not include sporting equipment for water skiing, fishing, diving or any other water sport.</p>
Personal Watercraft' (PWC)	A vessel designed to be operated by a person standing, sitting astride or kneeling on it. It uses water-jet propulsion and has an engine in a watertight compartment. This definition of PWC is also subject to the relevant State Maritime Authority and its legal definition of a PWC.
Sails, masts, spars, standing and running rigging	Sails, masts, spars, booms and fittings, spinnaker poles, standing and running rigging.
Salvage	<p>Either:</p> <p>(a) what is left of your boat after it has suffered loss or damage; or</p> <p>(b) the action of saving your boat in a time of peril.</p>
Sporting equipment	Fishing equipment (including rods, reels, tackle and other similar equipment), diving equipment (including regulators, tanks and buoyancy compensation devices), kayaks, canoes and wave skies and/or water ski and aquaplaning equipment used for recreational purposes and owned by you.

Word or term	Meaning
Temporary total disablement	You are unable from the date of the injury to perform the occupation, business or profession which you were carrying on immediately before the date of disablement, and from which you received wages, salary or income prior to, but not after the date of disablement.
Tender	An auxiliary boat (or dinghy) (capable of being and usually carried on deck or on davits on your boat or which is towed behind your boat) and the outboard motor normally attached, that is used as a lifeboat or means of transportation between your boat and the shore, or for both purposes. A tender must be marked with the registration number of your boat and not registered in its own right.
Total sum insured	The amount we agree to insure your boat for and is the total value for all of your boat's hull, motors, equipment and accessories, sails, masts, spars, standing and running rigging and trailer, whether individual sums insured are specified for these items by you or not.
Trailer	The trailer described in your Policy Schedule and its winch, including power winch.
Water skiing or aquaplaning	Travelling on the surface of water, either barefoot, or on water skis or similar devices designed for that purpose while being towed by your boat.
Yacht club social racing	A yacht club organised event, conducted under racing rules of sailing, where the length of the race is not greater than 25 nautical miles and spinnakers are not allowed to be set. This definition also includes twilight racing events.
Yacht racing risk	Taking part in a sporting event organised by a club or association.

Cover

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

We will not cover:

- any boat, being a combination of hull and motor, which is capable of a speed exceeding 60 knots;
- moorings;
- money, credit cards, spectacles, watches, jewellery, cameras, pagers, consumable stores, compact discs, audio or video tapes.

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

Excess

You must pay the excess shown in your Policy Schedule, unless otherwise specified in this section.

Personal effects

You must pay a \$100 excess for each and every claim for loss or damage to your personal effects.

Household contents

If you make a separate claim for loss or damage to your Household contents this will be subject to the excess shown on your Policy Schedule.

Trailer boat moored in New South Wales

You must pay an additional excess of \$900 above any excess shown in your current Policy Schedule if your trailer boat (or other boat type that is not specifically designed to be moored) is moored in New South Wales waters and suffers loss as a result of sinking, immersion, or swamping at its mooring.

Personal Watercraft

You must pay double the excess shown in your Policy Schedule for each and every claim for Personal Watercraft claims, whenever the vessel is under the control or being operated by a person who is:

1. less than 25 years of age; or
2. has less than two years' experience in the use of this type of craft.

Yacht racing risk

For each and every claim we pay under Optional benefit 1. – Yacht racing risk and Optional benefit 2. – Yacht club social racing risk, you must pay the following excess for loss or damage to sails, masts, spars, standing and running rigging:

1. Boats with a sum insured of \$100,000 and below
the excess shown in your current Policy Schedule increased by 150% for each and every claim;
2. Boats with a sum insured over \$100,000
 - (a) less than 5 years old
 - (i) 20% of the value of the claim for sails, masts, spars, standing and running rigging; or
 - (ii) the excess shown in your current Policy Schedule; whichever is greater.
 - (b) More than 5 years old
 - (i) 30% of the value of the claim for sails, masts, spars, standing and running rigging; or
 - (ii) the excess shown in your current Policy Schedule; whichever is greater.

All other damage during racing is subject to the excess shown in your current Policy Schedule.

When you will not have to pay an excess

You will not have to pay an excess for claims:

1. for the total loss of your boat;
2. arising out of death or bodily injury under the personal accident or liability cover;
3. for land towing or boat inspection costs under Other expenses

Section 1 - Loss of damage to your boat

What you are covered for

We will cover you for:

1. **Accidental damage**
 - (a) if your boat:
 - (i) is damaged accidentally; or
 - (ii) sinks accidentally, provided it was in seaworthy condition at the time of sinking.

2. Theft (excluding personal watercraft)

- (a) of the entire boat including trailer, outboard motor(s), equipment and accessories;
- (b) of part of your boat including trailer, outboard motor(s), equipment or accessories from:
 - (i) your boat; or
 - (ii) the place of storage of your boat, trailer, outboard motor(s) or the equipment and accessories.

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

3. Theft of Personal Watercraft (PWC)

If your PWC is stolen whilst stored ashore in a locked garage or yard provided there is physical evidence of violent and forcible removal from or entry to the place of storage.

Theft of your PWC whilst on a trailer, but only if your trailer was immobilised by an anti theft device and provided there is physical evidence of violent and forcible removal of both the trailer and the anti theft device.

4. Malicious damage

If your boat is damaged maliciously.

5. Search costs

Costs or expenses reasonably incurred by you for the hire or charter of any vessel or aircraft to be utilised in search of your boat presumed lost or in distress. These costs are subject to a limit of \$10,000 any one event.

6. Transit damage

If your boat is accidentally damaged during transit on its own trailer by road, rail or ship, provided your boat is designed to be normally trailed by a boat trailer and you are complying with all statutory requirements.

7. Damage caused by governmental authority

If your boat is damaged by any governmental authority in order to prevent or minimise a pollution hazard or threat of such a hazard resulting from damage to your boat, provided this has not resulted from a lack of due diligence by you.

8. Other expenses

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

- (a) minimise loss or damage; or
- (b) remove your boat to safety (including emergency towing); or
- (c) dry all the electrical equipment in the motor(s); or
- (d) clean and oil the motor(s); or
- (e) tow your boat to the nearest repairer in an emergency following a loss (provided your boat is designed to be towed by a trailer), limited to a total amount payable of \$750 for all claims during the period of insurance. The excess shown in your current Policy Schedule shall not be deducted from a claim for these costs;
- (f) If your boat is stranded we will pay the reasonable costs of inspecting the hull to see if it is damaged. The excess shown in your current Policy Schedule shall not be deducted from a claim for these costs.

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

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

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

What we will pay

This is an agreed value Policy.

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

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

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

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

Where you have not specified a separate sum insured for either:

1. a part of your boat as above; or
2. an individual item;

then the maximum we will pay is the current market value of the part or item.

However, the maximum amount payable will not exceed the total sum insured under any circumstances.

Any amount payable will be reduced if the total market value of your boat including all items listed above exceeds the total sum insured shown in your Policy Schedule by more than 20%. The amount payable will be reduced in proportion to the difference between the market value of the whole boat and the total sum insured.

We will either:

1. repair or replace your boat or the item involved; or
2. pay you the reasonable cost of repairing or replacing your boat or the item involved; or
3. pay you the sum insured (where specified) of your boat or the item involved and take ownership of any salvage; or
4. pay you the current market value of your boat or the item (where there is no agreed value) and take ownership of any salvage.

Depreciation

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

1. comparing the value of an item with an item of similar age and condition; or
2. establishing the actual cost of an item of similar age and condition.

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

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

Additional benefits

The following additional benefits are covered under your Policy:

1. Automatic reinstatement

When we pay a claim for your boat or an item under this Policy, the sum insured for your boat or that item is automatically reinstated to the amount shown in your current Policy Schedule, provided you:

- (a) give us written details of the replacement boat or item(s) within 14 days of buying them; and
- (b) pay us any additional premium that we ask for.

2. Children's toys

We will pay up to \$200 to replace children's toys if these are accidentally damaged as a result of their use or enjoyment whilst on board your boat.

3. Household contents

We will provide cover if your household contents on board your boat suffer physical loss or damage caused by an accident or theft.

4. Penned boat

Where your boat is penned or berthed in a marina nominated in your Policy Schedule, in the event of a claim under this Policy for loss or damage to your boat while:

- (a) penned in a berth;
- (b) while moored on a pontoon; or
- (c) berthed in an air berth;

the excess shown in your current Policy Schedule will not be deducted.

5. Personal accident cover

If, as a result of an accident during the period of insurance, you suffer a bodily injury, which results in your death, temporary total disablement, or permanent total disablement within six calendar months of incurring the bodily injury, we will pay:

- (a) \$30,000 for death and permanent total disablement; and
- (b) \$300 per week, up to a maximum of 100 weeks, for temporary total disablement.

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

6. Personal effects

If your personal effects suffer physical loss or damage caused by an accident or theft you are covered up to:

- (a) \$200 for any one item for mobile phones, prescription glasses or sunglasses;
- (b) \$1,000 any one item and \$12,500 in total for all other personal effects;

arising from an accident or theft.

We will either:

- (c) repair or replace the lost or damaged item; or
- (d) pay you the reasonable cost of repairing or replacing the lost or damaged item.

7. Power boat association time trials

We will provide cover if your boat is participating in time trials conducted under the control or regulation of the power boat association to a maximum speed of 30 knots.

8. Purchase of a new boat

If you replace your boat or any item shown in your Policy Schedule and we agree to cover the replacement, the Policy will cover the new boat or item:

- (a) from the time you purchased it; and
- (b) up to the same value as your agreed sum insured.

The Policy will no longer cover the replaced boat or item.

This additional benefit will only apply for the replacement boat or item if:

- (c) you give us written details of it within 14 days of purchasing it; and
- (d) you pay us any additional premium that we ask for.

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

9. Sporting equipment

We will cover you for:

- (a) accidental damage to your sporting equipment while onboard your boat, but not while it is in use;
- (b) theft of your sporting equipment, provided there is visible evidence of forcible and violent entry into:
 - (i) your boat; or
 - (ii) the normal place your boat is stored.

The maximum amount we will pay is \$1,000 for any one item and up to \$10,000 in total.

10. New boat replacement

If your boat is deemed a total loss within two years of the commencement of its first period of registration, and the loss is covered by this Policy, we will replace your boat with a new boat of the same make and model. We will also pay any registration or delivery fees in relation to the new boat.

If a replacement boat is not available we will replace it with the nearest equivalent boat or pay you the market value of the nearest equivalent boat, whichever you prefer.

If we pay you under this additional benefit, we take ownership of any salvage.

Optional benefits applying to Section 1

You can choose to have cover under the following optional benefits. You must pay us any additional premium we ask for.

The optional benefits you select will be shown in your Policy Schedule.

1. Yacht racing risk

- (a) Where you choose to have cover under the following optional yacht racing risk extension, and you have paid any additional premium we ask for, we will confirm your cover by showing the optional extension on your Policy Schedule. We will provide additional cover to you for loss of or damage to your boat including its:
 - (i) sails; or
 - (ii) masts; or
 - (iii) spars; or
 - (iv) standing and running rigging;

while your boat is racing.

- (b) We will only cover you when your boat is operating within the following navigational limits:

- (i) non-trailer boats – within 250 nautical miles of your boat's home port;
- (ii) trailer boats – within 250 nautical miles of the place where your boat was last launched, within Australian territorial waters.

You need to advise us if you require wider navigational limits for racing.

When you are not covered

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

What we will pay

- (a) If an item is lost or damaged while your boat is racing, we will either:
 - (i) repair or replace the item involved; or
 - (ii) pay you the reasonable cost of repairing or replacing the item involved; or
 - (iii) pay you the agreed sum insured (where specified) of the item involved and take ownership of any salvage; or
 - (iv) pay you the current market value of the item (where there is no agreed value) and take ownership of any salvage.
- (b) When we either replace an item, or pay the cost of replacing an item which has no agreed value, then depreciation will apply and the amount payable is determined by:
 - (i) comparing the value of an item with an item of similar age and condition; or
 - (ii) establishing the actual cost of an item of similar age and condition.

2. Yacht club social racing risk

Where you choose to have cover under the following optional yacht club social racing risk extension, and you have paid any additional premium we ask for, we will confirm your cover by showing the optional extension on your Policy Schedule. We will provide additional cover to you for loss or damage to your boat including its:

- (a) sails, excluding spinnaker(s); or
- (b) masts; or
- (c) spars; or
- (d) standing and running rigging;

while your boat is being raced in yacht club social races not exceeding 25 nautical miles from your boat's home port, or place of launching.

What we will pay

- (a) If an item is lost or damaged while your boat is racing in yacht club social races, we will either:
 - (i) repair or replace the item involved; or
 - (ii) pay you the reasonable cost of repairing or replacing the item involved; or
 - (iii) pay you the sum insured (where specified) of the item involved and take ownership of any salvage; or
 - (iv) pay you the current market value of the item (where there is no agreed sum insured) and take ownership of any salvage.
- (b) When we either replace an item, or pay the cost of replacing an item which has no agreed sum insured, then depreciation will apply and the amount payable is determined by:

- (i) comparing the value of an item with an item of similar age and condition; or
- (ii) establishing the actual cost of an item of similar age and condition.

What you are not covered for

We will not cover you for:

1. loss of any outboard motor(s) when they are secured to your boat in a manner other than that specified or recommended by the manufacturer;
2. theft of your boat or any part of it by persons to whom you have loaned your boat;
3. loss or damage:
 - (a) intentionally caused by you or a person acting with your express or implied consent, unless required by law;
 - (b) caused by:
 - (i) normal wear and tear;
 - (ii) timber rot, delamination, osmosis, deterioration, vermin or marine growth;
 - (iii) rusting or other forms of corrosion or electrolysis;
 - (iv) lack of maintenance;
4. depreciation;
5. mechanical, structural, electrical or electronic failures.

We will pay the resultant damage to your boat due to the failure, but we will not pay for the cost of repairing or replacing the item that failed;

6. the cost of repairing or replacing any part of your boat which is defective and the defect is caused by fault, error in design or construction or faulty workmanship;
7. financial, emotional or psychological loss which occurs because you cannot use your boat;
8. accidental loss of or damage to fishing gear, diving equipment, tools and/or water ski equipment while in use;
9. damage to sails and protective covers caused by the force of wind unless there has also been damage caused to the masts, spars or your boat;
10. any claim arising directly or indirectly from pollution or contamination by any substance;
11. any fine or penalty.

Section 2 – Legal liability

What you are covered for

1. Operating your own boat

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

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

caused by the use of your boat.

2. Operating a substitute boat

We will cover you against legal liability for:

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

caused by the use of a substitute boat provided that:

- (c) you have permission from its owner; and

- (d) your boat is not being used at the time; and
- (e) you or any member of your family do not own or have an interest in the substitute boat.

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

3. Sudden and accidental discharge, release or escape of fuel or lubricants

We will cover you or any person allowed by you to control your boat (within the requirements of any law) against legal liability for actual physical damage to property caused by sudden and accidental discharge, emission, spillage, or leakage upon or into waters or land of oil, petroleum products, effluent or sewage from your boat provided the discharge, emission, spillage or leakage does not arise from the wilful negligence or wilful misconduct of any person allowed by you to control your boat.

This extension of cover excludes:

- (a) death, bodily injury or illness;
- (b) contractual or assumed liability;
- (c) any loss of use or consequential loss;
- (d) fuel or lubricants not being used in connection with the operation of your boat at the time of the loss;
- (e) breach of any federal, state or local legislation regulating or controlling the discharge, spillage, emission or leakage of oil or any other substance into navigable waters or elsewhere or removal of or liability for discharge, spillage emission or leakage.

We will pay no more than \$500,000 for any one accident or series of accidents caused by the one event including legal expenses for this cover.

4. Berth holder's liability

We will cover you for any legal liabilities imposed upon you by the terms and conditions of a lease or agreement for the provision of a berth or mooring or storage facility for your boat.

5. Recovery or removal of wreck costs

If your pleasure craft is damaged or sinks accidentally, and we agree to recover it or the law requires that it must be removed, we will pay the reasonable costs of the removal/recovery of the wreck. These costs are recoverable in addition to the sum insured of your pleasure craft and are subject to a limit of \$10,000,000 any one (1) event and in the aggregate for any one (1) period of insurance.

What we will pay for

In circumstances where legal advice or representation is required, we will pay the costs of:

1. compensation; and
2. legal fees and expenses;

that you are liable for.

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

Maximum limit

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

Optional benefit applying Section 2

The following optional benefit may be obtained on application, and for payment of an additional premium.

Your Policy Schedule will show if you have selected this optional benefit.

1. Water skiers or aquaplaning extension

What you are covered for

- (a) Where you choose to have cover under the following optional water skier or aquaplaning extension, and you have paid any additional premium we ask for, we will confirm your cover by showing the optional benefit on your Policy Schedule. We will cover you or any person allowed by you to control your boat and the person acting as an observer, (within the requirements of any law) against legal liability for:
 - (i) accidental death or bodily injury to a water skier or aqua-planer (including you) towed by your boat;
 - (ii) accidental death or bodily injury to any person caused by a water skier or aqua-planer being towed by your boat; or
 - (iii) accidental damage to another person's property caused by a water skier or aqua-planer being towed by your boat.
- (b) We will also cover a water skier or aqua-planer towed by your boat against the water skier's or aqua-planer's legal liability to others for:
 - (i) accidental death or bodily injury to a person; or
 - (ii) accidental damage to property other than your boat

caused by the water skier or aqua-planer while being towed by your boat.

What you are not covered for

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

- (a) water skiing or aquaplaning when there is not a legally competent observer in addition to the driver on board your boat at the time of the accident;
- (b) water skiing or aquaplaning when an aerial device or ski ramp is being used;
- (c) water skiing or aquaplaning when a ski mast, ski pole, or ski tower are being used unless it is professionally designed, manufactured and installed;
- (d) competition water skiing;
- (e) towing or using air chairs;
- (f) towing of any person by a Personal Watercraft that breaches applicable relevant Maritime Authority Regulations;
- (g) towing of any device not designed and professionally manufactured for the purpose of being towed behind a boat (for example, surfboards or tyre tubes).

What we will not pay for

Operating your own boat or a substitute boat

We will not pay for liability arising out of:

1. loss of or damage to any property owned by you or in your custody or control or the property of any other person covered by this Policy;
2. bodily injury to, or the illness or death of a person who is covered (or should have been covered) by any compulsory compensation insurance, including any compulsory third party boat insurance;
3. death or bodily injury caused by the activity of scuba diving;
4. death, bodily injury or property damage intentionally caused by a person covered by this Policy;

5. loss of or damage to third party property arising from the trailer being towed by, breaking away from or accidentally becoming detached from the towing vehicle;
6. the towing of persons or objects in the air, including parasailing;
7. water skiing or aquaplaning unless you have chosen the optional benefit water skiers or aquaplaning extension and it is shown in your Policy Schedule;
8. any tradesperson or company engaged by you for the repair, service or maintenance of your boat;
9. either directly or indirectly, pollution or contamination by any substance except as otherwise specifically covered elsewhere in the Policy;
10. actions that are brought against you in a court or tribunal outside Australia or a court or tribunal that applies laws other than the law of a state or territory of Australia;
11. any fine or penalty;
12. aggravated, exemplary or punitive damages;
13. loss, damage or liability caused by or arising from the transmission of a disease illness or sickness while using your boat.

Specific exclusions applying to the boat section

We will not cover you when:

1. your boat is outside the cruising limits described in your Policy Schedule;
2. your boat was being operated:
 - (a) at a speed greater than 60 knots;
 - (b) with a motor more powerful than recommended by the hull manufacturer for the hull specifications;
 - (c) with more than the maximum number of passengers or load recommended by the hull manufacturer;
3. you:
 - (a) were under the influence of alcohol or of any drug;
 - (b) had a percentage of alcohol or drugs in your/breath or blood in excess of the percentage permitted by law in the place where the accident occurred;
 - (c) refused or failed to provide or allow the taking of a sample of breath, blood or urine for testing analysis as required by the law in the state or territory in which the accident occurred;

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

4. your boat was under the control of a person not licensed under the applicable law to be in control of your boat;

we will cover you if the person:

- (a) was not named as one of the insured in your Policy Schedule; and
- (b) you can clearly demonstrate you had no reason to suspect that person was unlicensed;
5. your boat was being used in racing, speed tests or trials except to the extent of cover provided by Optional benefit 1. – Yacht racing risk or 2. – Yacht club social racing risk if these benefits are selected and paid for by you;
6. your boat was being used for an unlawful purpose;
7. your boat was being used for hire or charter, or for payment or reward at the time of the accident or loss unless we specially agree to cover this use and specify the cover in your Policy Schedule;

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

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

9. your boat is being transported on a trailer, unless your boat is designed and built for that purpose;
10. your boat is being loaded or unloaded or transported by a commercial carrier unless you tell us beforehand in writing, and we agree in writing to cover you;
11. your boat is being used for permanent living accommodation unless you tell us beforehand in writing, and we agree in writing to cover you;
12. you do not keep the boat in good order and repair, or in a proper state of seaworthiness and in compliance with the minimum safety equipment and safety standards as required under the relevant regulatory standards applicable to your boat;
13. you do not keep your mooring that you use for your pleasure craft in good order and repair or in accordance with the applicable Maritime regulatory standards and requirements;
14. your boat and/or its mooring is not:
 - (a) of a suitable design and weighting for your boat;
 - (b) appropriately sited; and
 - (c) in good order and regularly maintained on an annual basis;
15. your boat is undergoing major hull repair or alteration (for example, extending the length of your boat, major refurbishment of deck, cabin and hull or replacing inboard engines) unless you tell us **beforehand** in writing, and we agree in writing to cover you.

General exclusions which apply to all sections of this Policy appear in the section headed General exclusions applicable to all sections of the Policy.

If you sell or give away your boat

If you sell or otherwise give away your boat, or part ownership in your boat, and do not tell us, the cover under this section ceases immediately, without any notice to you, from the time you sell or otherwise give away your boat. If you are giving up an interest as lessor, mortgagee or owner under a hire purchase agreement, you do not have to tell us.

General exclusions

These general exclusions apply to all sections of this Policy.

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

1. War

war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;

2. Terrorism

any act(s) of Terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination.

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

- (a) involves violence against one or more persons; 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 or safety of the public or a section of the public; or
- (e) is designed to interfere with or to disrupt an electronic system.

3. Asbestos

4. Radioactivity & cyber

Including:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel, nuclear material, or nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties or any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- (e) any chemical, biological, bio-chemical, or electromagnetic weapon;
- (f) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system

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

Sanctions limitation and exclusion clause

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is illegal for us to do so.

Multiple causes

Where loss, damage, injury or death has two or more causes and at least one of those causes is excluded by this Policy, we will not provide any cover, pay any claim or provide any benefit under this Policy.

General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

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

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

Assistance and co-operation

You must provide reasonable assistance to us, including:

- Being truthful and frank at all times
- Providing us with relevant information and documents we may reasonably ask for, such as proof of purchase or repair quotes, if needed;
- Telling us promptly if you've been contacted by someone about an incident, such as another insurer or a third party's lawyer;
- Attending one or more interviews about the claim if we ask you to;
- Appearing in court and giving evidence if needed;
- Making your vehicle or property available for us to inspect or examine;
- Taking your vehicle or property, or allowing us to take it, to a place we require;
- Responding to our requests in a timely manner.

At all times you must refrain from behaving in a way that's improper, hostile or threatening towards us, our representatives, repairers or third parties involved in an incident.

If you don't cooperate in any of these ways, it may delay your claim, or we may reduce or refuse to pay your claim.

Care and maintenance

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, to the extent that it is caused by or arises from you or your family:

- not taking reasonable care to protect and maintain the insured vehicle or property;
- not taking reasonable steps to minimise the cost of any claim under your Policy;
- not complying with all laws relating to the safety of a person or property;
- failing to meet vehicle registration requirements in your state or territory; or
- keeping the vehicle unroadworthy or in an illegal condition, unless its condition did not cause or contribute to the incident.

Changes to your cover

If you request any change to cover (e.g. you choose to add an optional cover, you increase your sum(s) insured) then, if we agree to the change, we will issue a new Policy Schedule and ask you for any additional premium. If an additional premium is required, the change will only be effective when:

- if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or

- you have paid the additional premium by the due date we give to you.

If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the latest contact details you provided us. If we don't receive payment of the additional premium owed, the change will not be effective and we will confirm this by issuing a replacement Policy Schedule.

If you request any change to your cover and we don't agree to the change, then we will let you know and the Policy will continue unchanged.

Changes to your circumstances - applicable to motor vehicle sections

You must tell us as soon as possible if any of the information on your Policy Schedule is incorrect or has changed. For example, you must tell us if:

- your vehicle is replaced or sold
- the address where your vehicle is usually kept changes, including changes to where the vehicle is stored
- there is a change to how your vehicle is used
- you want to list to the Policy any other drivers who use your vehicle
- your contact details like email, phone number or mailing address change
- you want to change cover options that you have selected
- you wish to modify your vehicle, from the manufacturer's specifications to improve your vehicle's performance, but only if your vehicle is a sedan, station wagon, panel van, 4x4 or a goods carrying vehicle with a gross vehicle mass under 3,500 kilograms
- a non-standard accessory has been added, or
- there is any other change to the details listed in your Policy Schedule.

If you wish to insure any fitted non-standard accessory or modification, each one must be advised to us for our acceptance, which we will confirm by issuing an alteration advice.

When you tell us about a change or request a change to your Policy, we will assess the change to the risk in accordance with our underwriting rules and processes. If you request any change to cover (for example, you choose to add a cover option) and we agree to the change, we will issue a new Policy Schedule and ask you for any additional premium.

If you don't tell us, we may reduce or refuse to pay a claim.

If an additional premium is required, the change to your cover will only become effective when:

- if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium, or
- you have paid the additional premium by the due date we give to you. If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the most recent contact details you provided to us. If we don't receive payment of the additional premium owed, the change will not be effective and we will confirm this by issuing a replacement Policy Schedule. If you request any change to cover and we don't agree to the change, then we will let you know and the Policy will continue unchanged.

If you tell us about a change in your vehicle or vehicle's value then we will consider it under our underwriting rules and processes, and depending on the underwriting assessment:

- if we do not agree to the change then we will cancel your Policy and refund the unused portion of the premium.
- if we agree to the change, we will issue a new Policy Schedule and ask you for any additional premium, inform you of any change in terms, and any additional applicable excess(es). If an additional premium is required, the change will only be effective when:
 - if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
 - you have paid the additional premium by the due date we give to you.

If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the latest contact details you provided us. If we don't receive payment of the additional premium owed, then we will cancel your Policy. We will use the latest contact details you provided us to notify you of the cancellation date, which will depend on factors including:

- if we do not agree to the change then we will cancel your Policy and refund the unused portion of the premium,
- the premium you have already paid on your Policy; and
- the remaining period of insurance.

You will not receive a refund as we will use the premium you have already paid to delay the cancellation date by as long as possible. If you pay the additional premium after we notify you but before the cancellation date, then we will no longer need to cancel your Policy.

Changes to your circumstances – applicable to boat sections

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

Examples include:

- When your boat is replaced
- A change in the ownership of your boat
- A change in the condition or use of your boat, including for example:
 - (a) a change of location of mooring,
 - (b) a change of type of mooring,
 - (c) a change of the use of the boat,
- Other navigators using your boat
- Modifying your boat
- Any other change to the details listed in your Policy Schedule

If you don't tell us, we may reduce or refuse to pay a claim.

If any event happens that may mean you may make a claim, and/or a claim may be made against you by another person, you must tell us within thirty (30) days of the event happening.

If we agree to the change, we'll send you an updated Policy Schedule and let you know if your premium has changed. If you do not pay us the additional premium for the change, we may reduce your Policy's period of insurance in proportion to what you have paid, or not make the change. Alternatively, we may tell you we can no longer cover your boat and that we need to cancel your Policy, or we may not offer to renew it.

Keep receipts

You should keep receipts, invoices or other evidence of ownership and value of all property that you insure because if you make a claim you will be asked to prove ownership and value in order for us to pay the claim.

Interests in the policy

You must not transfer any interests in your Policy without our written consent.

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

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy in relation to any claim they make.

If you have used all or part of your home or contents as security for a loan from a lender, we may pay the lender all or part of the payment made when settling your claim. For more information, see **Lender's rights**.

Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim. This section is applicable to all sections of the Policy unless specifically stated otherwise.

How to make a claim

Please contact your Elders Insurance Authorised Representative to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim.

What you must do after an incident

If an incident happens which may give rise to a claim you must:

- (a) take all reasonable precautions to prevent further loss, damage or liability;
- (b) notify the police as soon as possible if your vehicle or any of your property is stolen or maliciously or intentionally damaged and provide details of the report to us. We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss;
- (c) tell your Elders Insurance Authorised Representative as soon as possible. You will be provided with a claim form and advice on the procedure to follow;
- (d) supply us with all relevant information we reasonably require to settle or defend the claim;
- (e) notify us of any other insurance covering the same loss, damage or liability;
- (f) preserve any damaged property and make it available for inspection by your Elders Insurance Authorised Representative or agent (including a loss adjuster);
- (g) give us all reasonable help and relevant information that we request, which may include attending court to give evidence or providing us with a statutory declaration verifying the truth of your claim and any matters connected with it; and
- (h) send us as soon as possible any court document or other communication you receive about the claim.

You must follow these procedures if something happens which causes loss or damage or injury which may lead to a claim. If you do not, we may refuse your claim or reduce the amount we pay you.

The telephone number of your Elders Insurance Authorised Representative is shown on your Policy Schedule..

If in doubt at any time, ring us or your Elders Insurance Authorised Representative for advice.

What you must not do after an incident

We reserve the right to reduce your claim payment if your actions after an incident increase the loss or liability. If your actions prevent us from recovering a claim payment from another person who would be liable to you for a loss or liability that you suffer, then we may refuse to pay your claim. To avoid your claim being delayed, reduced or refused you must not:

- admit fault or liability, except in a court or to the police. Call us if you would like guidance;
- offer or negotiate to settle a claim against you;
- unnecessarily delay notifying us of the incident;
- agree not to seek compensation from any person liable to compensate you;

- authorise repairs to or arrange the repair or replacement of any of the property insured in connection with any claim without our prior consent, other than emergency repairs necessary to prevent further loss. If we agree to pay your claim, we will pay for these repairs, but you must retain all receipts;
- enter into any agreement with anyone else which could limit the amount that could be recovered from them;
- dispose of damaged items unless we've first agreed to this. This is so we can establish the cause or extent of the damage to quickly and accurately assess your claim. Call us if you would like guidance including where there is hazardous material present.

Discharge of our liabilities

At any time we can pay to you or on your behalf, for all claims made against you for any one occurrence:

- the limit of liability of the section under which the claim is made, after deducting any amounts already paid; or
- any lower sum for which the claim may be settled.

If we do so:

- the conduct of any outstanding claim(s) will become your responsibility; and
- we will not be liable to pay any further amounts other than costs, charges, or expenses that we agreed to pay before we made the payment referred to above.

The sum for which the claim or claims can be settled is either:

- the amount for which the claimants offer to settle all claims; or
- the amount assessed by a Senior Counsel, taking into account:
 - the economics of the matter;
 - the damages and costs which are likely to be recovered from the claimants
 - the likely defence costs; and
 - your prospects of successfully defending the claim.

If you and we cannot agree on the Senior Counsel, we will ask the President of the Bar Association in the relevant State or Territory to nominate one.

We will include the cost of the Senior Counsel's opinion in your defence costs.

Limits and excess

We will not pay more than the sum insured in respect of any claim other than those benefits that are identified as payable in addition to the sum insured, or unless we agree in writing to pay legal costs or expenses in relation to a claim.

You must pay the amount of any excess shown in the Policy Schedule for each claim you make. Payment of your excess may be requested when you lodge your claim form or may be deducted from our payment to you.

If you suffer damage which leads to a claim under more than one section of this Policy:

- the highest applicable excess is payable; but
- only one excess is payable.

Rights under the Insurance Contracts Act 1984 (Cth)

Nothing contained in this Policy is to be construed to reduce or waive either your or our privileges, rights or remedies available under the Insurance Contracts Act 1984 (Cth).

Due observance

If you fail to comply with any term, condition or provision of the Policy, we may refuse to pay a claim, but in any event our rights will be subject to the provisions of Section 54 of the Insurance Contracts Act 1984 (Cth).

Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to you or any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

GST

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- Your ABN
- The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

What happens after a total loss - applicable to motor vehicle and boat sections

If you have a claim that results in us declaring you have a total loss, the Policy terms have been met by us, the Policy comes to an end and you will no longer have any cover for that insured property. This means you will not be entitled to make any further claim for that insured property under this Policy and:

- where the premium has been paid in full for the period of insurance there will be no refund of any premium; or
- where the premium is paid by instalments, we are entitled to deduct from any claim paid or payable, the balance of the unpaid premium or instalments of premium.

The total premium is payable and non-refundable because you have received the benefits associated with a total loss claim under the Policy. Where you have other assets insured with us that aren't a total loss, cover for those assets remains in place.

What happens after a total loss - applicable to home section Home and/or contents

Cover ends when your claim has been accepted. However, we'll still pay for Additional Benefits if they apply to your cover, they are directly connected to the total loss and they continue to be relevant.

Your premium after a total loss

If you paid your premium annually there is no premium refund.

If you paid in instalments – you will still need to pay the total of any remaining premium instalments for the period of insurance. If your Policy comes to an end, depending on how we settle your claim, we will either deduct the total of all remaining instalments from your claim settlement or we will ask you to pay the total to us.

The total premium is payable and non-refundable because you have received the benefit of the cover we provide under the Policy.

Valuables

Cover under the Valuables section of the Policy is exhausted and comes to an end:

- (i) for specified valuables, when your claim has been accepted; or
- (ii) when we pay your claim for all your valuables on the Policy that are assessed as a total loss (or not being recovered).

If you want to insure any replacement items or reinstate the Valuables option, then you will need to ask us. If we agree and you pay the additional premium, it will be shown on your Policy Schedule.

Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by your Policy that you won't hold them responsible then, to the extent we've been prejudiced by this act we won't cover you for that loss, damage or liability.

Providing proof of ownership and value

In some cases we will ask you for proof that you owned the items you're claiming for and for documents or other information to assist us in assessing their value. Whether we ask for proof and, if we do, the types of documents we ask for may depend on the situation. So your claim can be assessed, make sure you keep things like:

- receipts or tax invoices confirming purchase of the item(s), your vehicle(s) or any accessories;
- all service and repair records;
- credit card or bank statements;
- guarantee or warranty certificates;
- valuation certificates for jewellery, collections and artworks; and
- photographs or video film of the item(s) in your home or being worn by you.

If, after reviewing all the evidence about your claim that has been provided to us, we're not satisfied that you actually owned the items, we may refuse to pay your claim.

If, however, your proof of ownership was destroyed in a fire, we may accept other evidence of ownership.

Other information we may need to process your claim - applicable to home sections if you rent out your property

Make sure you keep things like:

- any cleaning or repair quotes or receipts;
- receipts for expenses deducted from the bond money or security bond; and
- records of commissions payable to your estate agent or a holiday rental platform.
- lease agreements or details of booking confirmations and payments received;
- receipts for cleaning fees;
- records of cancellations.
- bond receipts or details of the security bond, booking fees and deposits;
- rent receipt records.

Inspection and salvage

You must give us access to your property and the location or make them available to us for inspection if you make a claim.

You must allow us to take possession of any damaged property and deal with it in a reasonable manner. If we do not take possession of the damaged property, you cannot abandon your responsibilities for the property.

If we pay a claim by replacing or paying to replace your vehicle or any property, we're entitled to obtain and retain the vehicle or the property salvaged or recovered. We may sell the vehicle or property and keep the proceeds. If you ask us, we may agree to sell the vehicle or property to you, provided you agree to pay the fair market value. This is the price we could get if we sold the vehicle or property to someone else who is willing and able to buy them.

If there is no market for the vehicle or property, then we will base the amount on enquiries made to appropriately experienced or qualified third party professionals.

How claims administration and legal proceedings are undertaken

When we pay a claim under your Policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance which may include giving us statements, documents or evidence in any legal proceedings. This may also include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid. During the administration, conduct or settlement of the recovery, you can seek an update on the status of proceedings and we will consult you where appropriate.

When we pay a claim and some of the loss isn't covered by your Policy, we may offer to try to recover that loss for you when we take any steps to recover the covered loss. We can only do so if you agree to give us documents that support your loss and agree with us on how we'll handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take. We will talk to you about these steps before we take them.

If you've received a benefit under your Policy that you were not entitled to, we reserve the right to recover from you the amount we have paid. If we decline a claim for fraud, we reserve the right to recover any amounts we paid to you under the Policy as well as our reasonable administration, investigation and legal costs from anyone at fault in relation to the fraud.

When we agree to cover you for a legal liability claim, we may:

- arrange for a lawyer to represent you or we may act on your behalf;
- attempt to settle the claim; and/or
- defend the claim.

We will decide whether to defend or settle the claim and how much to pay to settle the claim.

Other terms - applicable to all sections

These other terms apply to how your Policy operates.

Cancelling your policy

You can cancel your Policy at any time by telling us. If there are other people named as insured on your Policy, we may rely on a request from one insured to cancel your Policy.

We may cancel your Policy in any of the circumstances permitted by law (e.g. failure to pay the premium by the due date or if you told us something that you knew to be incorrect or untrue during your application for cover) by informing you in writing.

We'll give you notice in person or send it to your address (including an electronic address) last known to us.

If you've paid your premium in advance and your Policy is cancelled, we'll refund you the proportion of the premium for the remaining period of insurance, less any non-refundable government fees, duties or charges.

If you make a fraudulent claim on your Policy, we may refuse to pay your claim or reduce what we pay for your claim.

Changing your policy

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

When there is more than one insured

When there is more than one insured on your Policy, we may treat what any one of them says or does in relation to your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel your Policy or tell us where a claim payment should be paid.

Jurisdiction

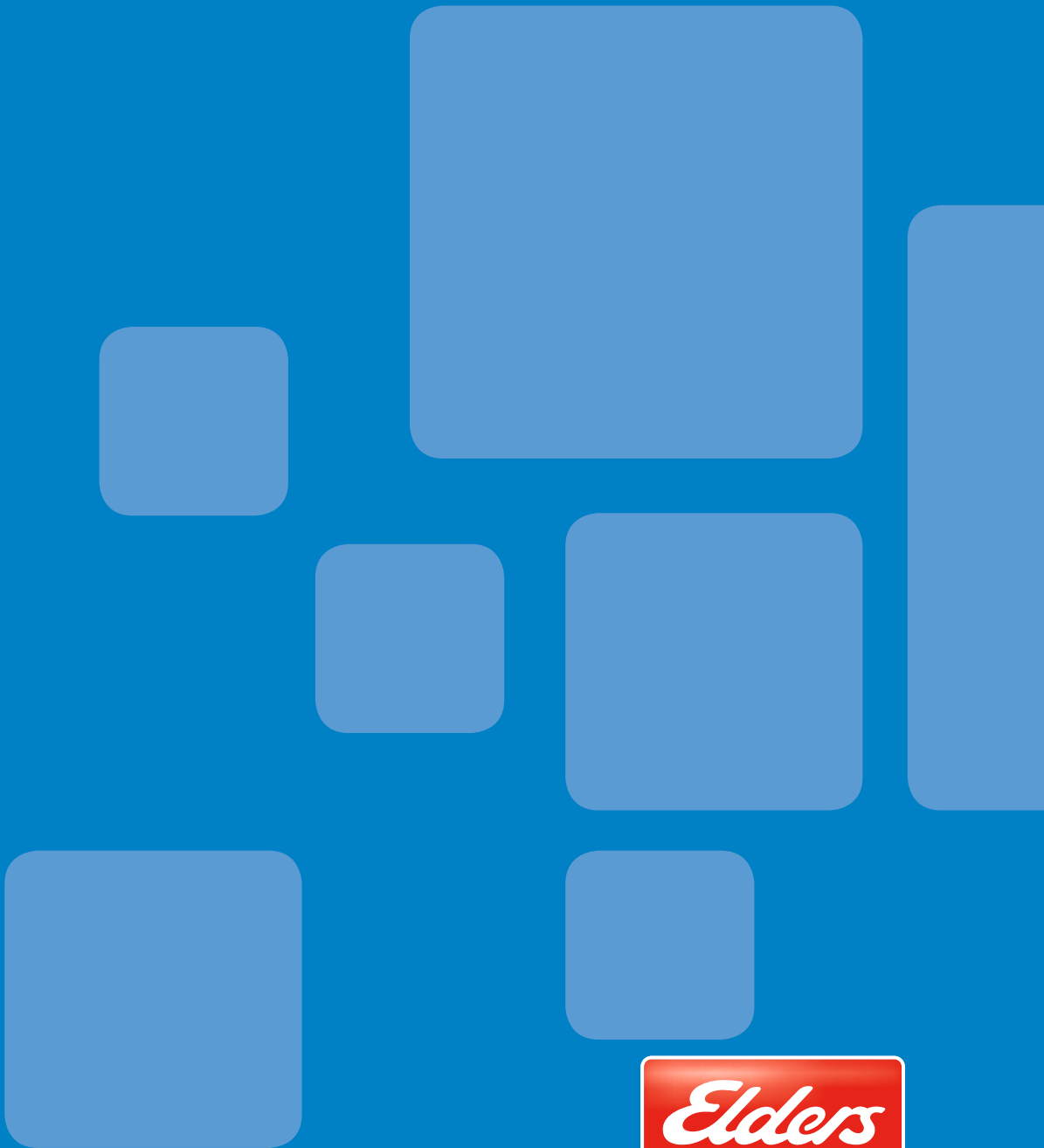
This Policy will be governed and construed in accordance with the laws of the state or territory in Australia in which your registered address is located. You agree to submit to the non-exclusive jurisdiction of the courts of that state or territory.

Sending you documents

We may send letters, policy and other related documents to you. If we email them to you, we'll consider the email to be received by you 24 hours after we send it.

Please make sure we have your current email and mailing address on record, and let us know as soon as these change.

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Insurance