

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

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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.

We may need to update information in this PDS. If we need to do this, we'll either send you a new PDS or a supplementary PDS. You can also get a copy of these 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 Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the largest insurers and reinsurers in the world.

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 within 21 days of buying your Policy, you can cancel it and receive a full refund. Naturally, this doesn't apply if you've made or are entitled to make a claim. Even after the cooling off period ends, you still have the right to cancel your Policy. However, we may deduct some costs from any refund, as set out in the Policy Wording under 'Cancelling your Policy'.

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

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	Page no.
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, 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 - '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 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. Third party property damage and fire and theft cover Loss of or damage to your motor vehicle caused by fire, theft or illegal use, including your legal liability to third parties. Third party property damage cover Your legal liability to third parties only. <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>	'Motor vehicle section'

Type of cover	Short description	Page no.
	<p>Choice of repairer, and change of motor vehicle.</p> <p>Passenger motor vehicles only</p> <p>Car sharing 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>Cleaning up after accident, removal of your motor vehicle debris, locks and keys, travel and accommodation expenses, emergency or temporary repairs, driver accident compensation, no claim discount, faultless no claim discount, and funeral expenses.</p> <p>Passenger Motor Vehicles only</p> <p>Hire vehicle cost following theft, trailer cover, your personal property, child seat or baby capsule, and windscreen or window glass claim.</p> <p>Motor vehicles registered for business use only</p> <p>Sign writing.</p> <p>Motor cycles only</p> <p>Protective clothing.</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>Caravans only</p> <p>Caravan contents</p> <p>Utes and vans registered for business use only</p> <p>Tools and equipment.</p>	

Type of cover	Short description	Page no.
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, childrens 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.

The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

Privacy

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 full list of ways we could use it. To get a free copy of it 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.

Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

Step 1 – Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

Step 2 – Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

Step 3 – Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by AFCA decisions - but you're not. You can contact AFCA directly and they'll advise you if your dispute falls within their Rules.

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 satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE's CCU, 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

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

More information may be obtained from 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.fcs.gov.au

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

If you pay your premium annually, and it's not paid by the due date or if your payment is dishonoured, this Policy won't operate and there'll be no cover.

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.

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.

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 may refuse to pay 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.

Adjustment of premium on renewal

If we agree to renew your Policy and 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.

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.
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: <ol style="list-style-type: none"> your spouse or defacto; your or your spouse's or defacto's unmarried children; your parents or your spouse's or defacto's parents; or your brother or sister.
Impact	a collision of two or more objects.
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.

Word or term	Meaning
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 we determine that your insured property is damaged or destroyed beyond economical repair, or lost and irretrievable.
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.
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	Items a. to g., 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. Contents includes the following: (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;

Word or term	Meaning
	<p>(b) articles of special value which you have listed in the Policy Schedule under 'contents specified items';</p> <p>(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;</p> <p>(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;</p> <p>(e) any of the following equipment if it does not require registration: (i) golf buggies; (ii) motor cycles with an engine capacity of up to 250cc; (iii) garden equipment, including Ride on mowers; (i) motorised wheelchairs; or (iv) battery powered children's toys;</p> <p>(f) canoes, kayaks, surfboards, surf-skis or sailboards, and any other watercraft up to: (i) 4 metres in length, and (ii) 10 horsepower.</p> <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: (i) no more than 10 horsepower; and (ii) not attached to a watercraft; and (iii) at the site;</p> <p>will be treated by us as a watercraft accessory. If it is over 10 horsepower, it is not covered.</p> <p>(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> <p>Contents does not include: (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, hang glider, or kite) or their accessories;</p>

Word or term	Meaning
	<p>(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;</p> <p>(h) any property:</p> <p>(i) illegally in your possession;</p> <p>(ii) stored in a dangerous and illegal way; or</p> <p>(iii) any equipment connected with growing or creating any illegal substance;</p> <p>(i) commercial or retail trade stock other than business stock temporarily stored inside the home;</p> <p>(j) your home or any part of your home.</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> <p>(a) outbuildings, fixtures and structural improvements including in-ground swimming pools, courts used for sporting activities, in-ground spas, saunas, fixed solar photo-voltaic systems, jetties and pontoons all of which are used for domestic purposes;</p> <p>(b) fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings;</p> <p>(c) 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;</p> <p>(d) landscaping, paved pathways and paved driveways, retaining walls, fixed artificial grass, fences and gates entirely or partly on the site;</p> <p>(e) masts, aerials, antennas, satellite dishes, fixed hot water systems, and fixed clothes lines.</p>

Word or term	Meaning
	<p>Home does not include:</p> <p>(a) carpets (whether fixed or not), curtains or internal blinds, unless you regularly lease out your home on an unfurnished basis;</p> <p>(b) earth or gravel pathways or driveways or other unpaved surfaces;</p> <p>(c)</p> <p>(i) a hotel, motel, nursing home or boarding house;</p> <p>(ii) buildings of flats or caravan (whether fixed to the site or not), unless this is expressly endorsed on your Policy Schedule;</p> <p>(iii) strata title, company title or community units with respect to insuring the building, however we will insure contents contained within these units;</p> <p>(d) 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;</p> <p>(e) a building in the course of construction;</p> <p>(f) a building in the course of being demolished, or that is vacant pending demolition;</p> <p>(g) a temporary building or structure;</p> <p>(h) trees, shrubs and any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch.</p>
Insured event	<p>the events listed in Section 1 – Home and contents – Insured events 1. to 15., which we will insure you against, subject to the Policy conditions and exclusions.</p>
Model aircraft	<p>means a small sized, unmanned replica of an existing or imaginary aircraft which is flown solely for toy, hobby, leisure, sporting or recreational purposes.</p> <p>Model aircraft;</p> <ul style="list-style-type: none"> • does not include a balloon or kite, • does not include any aircraft used for a purpose other than the purpose for which it was originally designed (for example, it is not a model aircraft if it is used as a weapon), • wingspan that exceeds 150 centimetres • does not include any aircraft that has a total weight in excess of 2 kilograms, including anything in, on or attached to the aircraft (for example, a camera or gimbal), • does not include any aircraft that costs more than \$1,500 when new, including anything in, on or attached to the aircraft, • does not include any aircraft that is ever used in connection with or in relation to any commercial purpose or earning any income, • does not include any aircraft that is being used illegally, in breach of any CASA or other laws or regulations, or safety requirements (for example, if it is used in breach of any Council safety rules, or any model aircraft club safety rules then it is not covered by this Policy).

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.
Occupied	Your home is furnished such that it is comfortably habitable and you, your family or someone with your consent has resided in your home overnight. To be occupied your home must: <ol style="list-style-type: none"> contain at least one usable bed/mattress; contain at least one dining table or bench, a chair and some other furniture; contain a functioning refrigerator; be connected to the electricity supply; and be connected to hot and cold running water.
Open air	Is restricted to the site and includes: <ol style="list-style-type: none"> 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 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.
Primary residence	the home where you reside for the majority of the period of insurance.
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.
Unspecified valuables	valuables that are not individually specified in your Policy Schedule.

Word or term	Meaning
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:

- unspecified contents; and
- specified contents.

Excess

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

Where a sublimit is applicable, the excess will be applied to the claim prior to applying the sublimit.

For example, if you have selected accidental damage cover with a \$100 excess, and you claim for an unspecified ring worth \$6,000 that was stolen from your home, we would:

- apply the excess (\$100) to your claim amount (\$6,000) reducing your claim amount to \$5,900;
- apply the jewellery sublimit of \$5,000 to your claim because your ring was not specified; and
- pay you the lesser of the sublimit (\$5,000) or the claim amount minus the excess (\$5,900).

So in this example, we would pay you \$5,000.

Earthquake or tsunami

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 loss, destruction or damage occurring within a period of 72 hours of the earthquake or tsunami is regarded as the one event.

When you will not have to pay an excess

You will not have to pay an excess if we agree to pay a claim for the total loss of your home, contents or both.

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.

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

Basis of settlement

Home

1. At our option we will:

- (a) repair your home; or
- (b) replace your home to a condition substantially the same as, but not better than, when new; or
- (c) pay the reasonable cost of its repair or replacement to a condition substantially the same as when new; or
- (d) pay up to the sum insured shown in your Policy Schedule.

If your home is a total loss, we will pay no more than the reasonable cost of replacement when new even if you have insured for an amount greater than the reasonable cost of replacement when new. When we pay your claim for your home being a total loss, the Policy is exhausted and comes to an end.

2. You may choose to have your home replaced at another site, but we do not pay more than the sum insured.
3. If your home is a total loss and you do not commence rebuilding within six months of the damage occurring (or any other period which we agree with you in writing), you may have to pay any increase in cost caused by your delay.
4. If part of your home is damaged and we agree to pay your claim, we pay only for the part or parts of your home that actually sustained damage. We do not pay to replace any undamaged materials.

However, if:

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

Example 1

There are 300 matching white, wall tiles in the bathroom. As a result of a burst pipe, eight bathroom wall tiles are damaged. We would pay only the reasonable cost to repair or replace the eight damaged tiles to a condition substantially the same as when new.

Example 2

There are 300 superseded, matching, wall tiles in the bathroom. As a result of a burst pipe, 140 wall tiles are damaged. It is impossible to locate tiles that reasonably match the remaining 160 tiles.

Over 40% of the matching wall tiles have been damaged. Therefore, we would pay the reasonable cost to repair or replace all 300 tiles (140 damaged and 160 undamaged) to a condition substantially the same as when new.

We would be entitled to keep the 160 undamaged wall tiles by way of salvage. We would not pay to replace any tiles located in a room other than where the loss or damage occurred.

5. Where materials that are required to settle a claim that we agree to pay are not commercially available in Australia, at our option, we will:
 - (a) replace the materials with the nearest equivalent or similar new materials available in Australia or overseas; or
 - (b) pay the cost to replace the materials with the nearest equivalent or similar new materials available in Australia or overseas.

Special benefit

Home sum insured safeguard

If we agree that 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, at our option:

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

This special benefit applies only if:

1. this Policy insures your home; and
2. your home is damaged by an insured event that is covered by this Policy and is considered by us to be a total loss; and
3. the cost to repair or replace your home is greater than your home sum insured because either:
 - (a) the increased cost of repairing damage to your home was caused directly by a catastrophic event; or
 - (b) you correctly used the Elders Insurance Sum Insured Calculator on the Elders Insurance website located www.eldersinsurance.com.au/insurance-calculators to calculate your home sum insured and the calculator estimated an inadequate sum insured for your home, provided:
 - (i) that you can demonstrate that you correctly used the Elders Insurance Sum Insured Calculator to determine your home sum insured; and
 - (ii) your home is substantially the same as when you used the Elders Insurance Sum Insured Calculator (for example, you have not added to or extended your home); and
 - (iii) you have not reduced any sum insured that we have offered on any renewal invitation since you used the Elders Insurance Sum Insured Calculator.

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

Contents

1. At our option we will:

- (a) repair the damaged items; or
- (b) replace the items with items substantially the same as, but not better than when new; or
- (c) pay the reasonable cost of repair or reinstatement to a condition substantially the same as, but not better than when new; or
- (d) pay up to the sum insured shown in your Policy Schedule.

If your contents are a total loss, we will pay no more than the reasonable cost of replacement when new even if you have insured them for an amount greater than the reasonable cost of replacement when new. When we pay your claim for all your contents being damaged beyond economic repair, the Policy is exhausted and comes to an end.

We will not pay more than the total contents sum insured for all contents lost or damaged.

2. If we agree to pay a claim where film, photos, home movies or home videos or any similar recorded material is destroyed, we pay for the replacement with new, blank film, videos or similar (for example: If a compact disc upon which you had photos stored is destroyed, we would replace it with a new, blank compact disc). We do not pay to reconstruct any circumstances or conditions.
3. If we agree to pay a claim 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.
4. Where an item required to settle a claim that we agree to pay is not commercially available in Australia, at our option, we will:
 - (a) replace the item with the nearest equivalent or similar new item available in Australia or overseas; or
 - (b) pay the cost to replace the item with the nearest equivalent or similar new item available in Australia or overseas.
5. Antiques

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.

For example:

An antique jug created in 1880 is stolen and we agree to pay the claim.

The antique jug has a 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 jug rather than \$2,100.

The sum we pay you would be subject to any applicable excess.

6. Floor and wall coverings, blinds and curtains

For wall coverings, and carpets and other floor coverings, curtains and internal blinds, we pay only for items in the room, hall or passage, where the damage occurred.

7. Pairs and sets

If any item lost or damaged is part of a pairs or set, we pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a pair or set, or for any reduction in value of the remaining part or parts.

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 7., 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.

If we choose to pay to replace a specified item, we will pay no more than the amount that it would cost us to replace the item with an item substantially the same as, but not better than when new, even if you have specified the item for a higher amount, whether or not you have supplied a valuation.

We have negotiated special arrangements with various suppliers to purchase items for less than retail cost. Premiums are therefore based on us replacing items at less than retail cost.

Insured events

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

1. fire, smoke or explosion, but not for:
 - (a) any damage that is gradual or recurring, for example, from a fire place;
 - (b) loss or damage to any item caused by scorching, melting or charring without flames, unless you have selected accidental damage cover.
2. 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;
 unless they are located in Queensland or Western Australia or they are constructed of:
 - (i) brick, concrete, masonry, stone or steel; or
 - (ii) timber, but are 20 years old or less;
 - (c) the action of the sea, high water, or tidal wave;
 - (d) water seeping through a wall or floor;

- (e) fungus, mildew, mould, algae;
- (f) atmospheric or climatic conditions other than storm;
- (g) water entering your home through an opening made for the purpose of alterations, additions, renovations or repair;

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.

3. lightning or thunderbolt;
4. earthquake or tsunami;

All destruction or damage occurring within a period of 72 hours of the earthquake or tsunami is regarded as the one insured event;

5. 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.

6. 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;
7. riot, civil commotion, industrial dispute or political disturbance;
8. bursting, leaking, discharging or overflowing of fixed basins, shower bases, 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 loss or damage:

- (a) which occurs as a result of your failure to take reasonable steps to prevent further loss or damage once the event was discovered;
- (b) for repair or replacement of the apparatus, tank or pipe itself.

If you selected Insured events cover, we do not pay for loss or damage which:

- (a) results from water escaping from a shower base not fitted with a tray or water proof membrane;
- (b) is caused by the porous condition of any tiles, grouting or sealant.

9. 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.

10. 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 or ceramic cook-tops that contain in-built heating elements;
- (e) glass in a picture frame or clock;
- (f) glass in television sets, radios, VDUs (Visual Display Units) or any other computer or electrical equipment;
- (g) glassware, crystal or ornaments;
- (h) glass forming part of a glass house, hot house or conservatory;
- (i) mobile cellular telephones;

unless you have selected accidental damage cover.

11. fusion of an electric motor.

We will pay the cost of rewinding the motor, or at our option, replacing it. For refrigerators and air conditioning units, we pay for the replacement of refrigerant gas and refrigerant driers, only if replacement of the refrigerant gas or drier 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 driers;
- (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.

12. 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.

13. power surge 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;
- (c) unless you have selected accidental damage cover.

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

- (a) explosion;
- (b) storm or flood;
- (c) earthquake or tsunami;
- (d) 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.

15. 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) any part of the interior of your home if you or the occupier has knowingly permitted an animal to enter your home; or
- (iv) any part of the interior of your home that is not fully enclosed and secured prior to and at the time of damage.

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 sublimit under, Basis of settlement – Contents, or portable electronic equipment (such as portable computers or mobile phones) 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 sub limits will also apply as set out in the table under Maximum limits we will pay. Contents temporarily entrusted are not insured if a sub 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, or in any event within 24 hours of the assault; 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 we agree to pay a claim:

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 we agree to pay a claim:

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 agree to 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) we agree that 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 we agree to pay a claim:

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 we agree to pay a claim:

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 2. 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.

- (a) We do not insure:
- (b) Grass or lawn; or

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 agree to 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 possible and in any event, no more than 24 hours 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:

- (d) for any false alarms; or
- (e) 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 we agree to pay:

- (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;
 - (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 cannot be lived in or let to tenants:

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 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.

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;
- (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);
- (f) 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;
- (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);
- (f) 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;
- (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);
- (f) 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 sums insured will be reinstated, unless:

- (a) you request otherwise; or
- (b) we tell you 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 which we agree to pay for 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 we agree to pay a claim:

- (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

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:

We agree that your home is a total loss as the result of an insured event, and we have agreed to 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 we agree to pay a claim 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 we agree to pay a claim 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

The following optional benefits may be obtained on application, and for payment of an additional premium:

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, unless we tell you that a valuation and/or receipt is not 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

- (a) At our option we will:
 - (i) repair the damaged item;
 - (ii) replace the lost or damaged item with an item substantially the same as, but not better than when new;
 - (iii) pay the reasonable cost of repair or reinstatement to a condition substantially the same as, but not better than when new; or
 - (iv) pay up to the sum insured shown in your Policy Schedule against the item.

This means:

- (i) 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 shown in your Policy Schedule.

- (ii) for specified items, we will pay up to the sum insured shown in your Policy Schedule against the item.

If we choose to pay to replace a specified valuable item, we will pay no more than the amount that it would cost us to replace the item with an item substantially the same as, but not better than when new, even if you have specified the valuable item for a higher amount, whether or not you have supplied a valuation.

We have negotiated special arrangements with various suppliers to purchase items for less than retail cost. Premiums are therefore based upon us replacing items at less than retail cost.

When we pay your claim for all your valuables on the Policy being damaged beyond economic repair (or not being recovered), the Optional benefit – Valuables is exhausted and comes to an end.

- (b) If we agree to pay a claim where film, photos, home movies or home videos or any similar recorded material is destroyed, we will pay for the replacement with new, blank film, videos or similar (for example, if a compact disc upon which you had photos stored is destroyed, we would replace it with a new, blank compact disc).

We will not pay to reconstruct any circumstances or conditions.

- (c) If we agree to pay a claim where software is lost, damaged or destroyed, we will pay the cost to replace it with the nearest equivalent new software.

We will not pay for any software that was acquired by you illegally or at no cost.

- (d) Where an item required to settle a claim that we agree to pay is not commercially available in Australia, at our option, we will:
 - (i) replace the item with the nearest equivalent or similar new item available in Australia or overseas; or
 - (ii) pay the cost to replace the item with the nearest equivalent or similar new item available in Australia or overseas.

(e) pairs and sets

If any item lost or damaged is part of a pair or set, we pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a pair or set, or for any reduction in value of the remaining part or parts.

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.

We will not pay for

The following additional exclusions apply to cover for your home, contents, Additional benefits 1., to 28., and Optional benefit 1. General exclusions which apply to all sections of this Policy appear in the section headed General exclusions applicable to all sections of the Policy.

We will not pay for loss or damage:

1. intentionally caused by:
 - (a) you or a member of your family or a person acting with your consent or the consent of any member of your family;
 - (b) a tenant, or a tenant's visitors or family
2. resulting from or caused by:
 - (a) the lawful seizure, confiscation, nationalisation or requisition of the property insured;
 - (b) destruction of or damage to property by any government or public or local authority;
 - (c) inherent defects, structural defects, faulty workmanship, faulty design;

However, we will pay for resultant loss or damage that is caused directly by an Insured event if you did not know about, or could not reasonably have known about, the defect, faulty design or faulty workmanship at the time of the loss.

Under no circumstances will we repair the inherent defect, structural defect, faulty workmanship or faulty design that caused the loss, nor any loss that is caused by the inherent defect, structural defect, faulty workmanship or faulty design that is not caused directly by an Insured event. If there is evidence that a defect previously caused damage, we will not pay any claim for further damage by an insured event arising from this defect.

For example; A previous owner had electrical wiring installed that was faulty and there was no way that you could have known about this. The faulty wiring causes fire damage. We would cover the damage caused by the fire. We would not pay to replace the faulty wiring. If you knew, or could have reasonably known that the wiring was faulty at the time of the fire, then we would not pay for loss or damage caused by the fire.

Another example; A claim is made for water damage from a leaking roof. Upon investigation, it is discovered that there is evidence that the roof had leaked numerous times before due to faulty workmanship. If you could have reasonably known of the defect or the previous leak, then no claim would be payable to repair the defect or the water damage.

- (d) wear, tear, rust, corrosion, depreciation or gradual deterioration or any gradual process;
- (e) fungus, mildew, mould, algae, atmospheric or climatic conditions (other than storm);
- (f) settling, shrinkage or expansion in buildings, foundations, walls or pavements;
- (g) the removal or weakening of supports or foundations for the purpose of alterations additions, renovations or repair;
- (h) mechanical, electrical or electronic breakdown with the exception of fusion to electric motors as described under Insured event 11., or if a claim is payable as the result of a lightning strike or power surge under Insured event 13.
- (i) any consequential loss other than that specifically provided by this Policy;
- (j) any process of cleaning involving the use of chemicals, unless you have accidental damage cover and the chemicals used are domestic in nature;
- (k) rodents, vermin, or insects (at any stage of their life cycle);

For example: If a mouse was to chew through an electrical wire, which led to a fire, the damage caused directly by the fire would be covered by this Policy, however any damage caused by the mouse's chewing would not be covered by this Policy.

- (l) any gnawing, biting, chewing, pecking, clawing, scratching or in any way soiling or polluting;
 - (i) your contents outside your home; or
 - (ii) any exterior part of your home; or
 - (iii) any part of the interior of your home that is not fully enclosed and secured prior to and at the time of the damage; or
 - (iv) any part of the interior of your home if you or the occupier has permitted an animal to enter your home;
 - (v) any animal kept by you or your family or your tenant, your tenant's family or your tenant's visitors;
- (m) the deliberate application of heat (for example, this would include where an element under or forming part of a ceramic cook-top causes damage to the cook-top);
- (n) tree roots.

However, this exclusion applies only to damage caused directly by tree roots. For example, if tree roots damage and block a pipe, we will pay for the resultant damage to your home caused by water overflowing in your home. We will not pay for the damage to the pipe.

- (o) the action of the sea, high water, or tidal wave;
- (p) water seeping through a wall or floor;
- (q) water entering the home through an opening made for the purpose of alterations, additions, renovations or repair;
- (r) any animal kept by you or your family or your tenant, your tenant's family or your tenant's visitors.

3. to:

- (a) sporting equipment (including hang gliders) while in use or play;
- (b) bicycles while they are being used for any competition or contest including racing, pacemaking time trial or hill climb;
- (c) the tyres of bicycles whilst being ridden;
- (d) damage to 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;
- (e) items being used under water;
- (f) items for sale on consignment;
- (g) electronic data unless the loss or damage is caused by an insured event.

For the purposes of this exclusion, electronic data means any facts, concepts or information converted to a form usable for communication, display, distribution, processing by electronic, or electromechanical data processing, or electronically controlled equipment which includes but is not limited to programs, software or other coded instructions for such equipment.

For example: you are not covered for any damage to any information on your computer including any computer program caused by a virus, trojan horse, worm, back door, trap door, logic bomb, bacteria, rabbit programs or any computer hacking.

4. destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, resulting from, arising out of or in connection with any contagious or communicable animal disease.

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 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 which apply to all sections of this Policy appear in the section headed General exclusions applicable to all sections of the Policy.

Specific conditions applying to the home and contents section

Unoccupancy

If your home is unoccupied for more than 100 consecutive days, you must tell us and obtain our written agreement for cover to continue.

If you do not do so, the cover for home and contents is limited to lightning, thunderbolt, riot and civil commotion, damage directly caused by impact by a motor vehicle, waterborne craft, space debris, aircraft, rocket, satellite, a branch, or tsunami and earthquake for the period in excess of 100 consecutive days during which your home has been left unoccupied. However, we do not insure you against any subsequent resultant damage such as rainwater entering any opening made by impact or looting subsequent to a riot.

The period of 100 consecutive days is calculated from the date when your home was last occupied regardless of the commencement or renewal date of your Policy.

Burglary

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 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.

If you move and do not tell us

You must notify us when you change your place of residence.

This insurance and premium payable is based on the address you have provided, which is shown on the Policy Schedule. You may have to pay an additional premium as a result of changing your address. If you change address and you do not inform us you will have no insurance at the new address except under Additional benefit 9 – Change of site.

Lifetime guarantee on home repairs

We guarantee that if we have:

- selected and directly authorised or arranged for a repairer 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 will rectify the problem by arranging, directly authorising and paying for further replacement, repair or rebuilding.

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

This guarantee does not apply to:

- home replacement, repairs or rebuilding that you arrange, authorise or make yourself (even if we give you the name of a possible supplier, repairer or builder who is involved with the repair), or

- home replacement, repairs or rebuilding that you arrange, authorise or make yourself (even if we give you or a supplier, repairer or builder a cheque for all or part of the repair cost), or
- 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 of your home (e.g. paint peeling off 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).

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 fixed amount for which your motor vehicle is insured for each period of insurance regardless of any price change for your motor vehicle during that period. 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: <ol style="list-style-type: none"> (a) in connection with your business or occupation; (b) social, domestic and pleasure purposes; (c) demonstration for sale; (d) in connection with servicing, repairing and subsequent testing; (e) for tuition, as long as it is not for payment (f) 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 let on hire or is being used by you or someone authorised by you to carry passenger or goods for payment other than private pooling arrangements.</p>
Executive use	Your motor vehicle is registered for business use, only but is used only for the following purposes: <ol style="list-style-type: none"> (a) social, domestic and pleasure purposes; (b) demonstration for sale; (c) in connection with servicing, repairing and subsequent testing; (d) for tuition, as long as it is not for payment; (e) driving to or from work; (f) 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 let on hire or is being used by you or someone authorised by you to carry passenger or goods for payment, other than private pooling arrangement.</p>
Financier	The person or entity with a financial interest in your vehicle.
Market value	The cash value of your motor vehicle immediately prior to an accident using market pricing for a vehicle 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, dealer deliveries and the like.

Word or term	Meaning
Motor vehicle	The vehicle described in your Policy Schedule.
Passenger vehicle	All vehicles designed to carry passengers excluding motor cycles, caravans, campervans and trailers.
Private use	<p>Your motor vehicle must be registered for private use, only in your name and used for the following purposes:</p> <ul style="list-style-type: none"> (a) social, domestic and pleasure purposes; (b) demonstration for sale; (c) in connection with servicing, repairing and subsequent testing; (d) for tuition, as long as it is not for payment; (e) towing a caravan, trailer or vehicle, as long as it is not for payment; (f) driving to or from work; (g) 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 Business Use does not exceed 20% of your Motor Vehicle's usage. <p>Private use does not cover loss or damage if your vehicle is let on hire or is being used by you or someone authorised by you to carry passenger or goods for payment, other than private pooling arrangement.</p>
Protective clothing	Any clothing worn by a motorcycle rider which is intended to reduce the likelihood of injury resulting from an accident. Protective clothing includes helmets, jackets, gloves, trousers and boots.

Types of cover

We offer several different types of cover, as described below.

The type of cover you have selected is shown in your Policy Schedule.

1. Comprehensive cover

This cover provides:

- (a) insurance against theft or accidental loss or damage to your motor vehicle as described in Section 1 – Loss, damage or theft of your motor vehicle;
- (b) insurance against legal liability for damage caused by your motor vehicle to the property of other people as described in Section 2 – Third party liability; and
- (c) additional benefits applicable to comprehensive cover as set out in Section 1 – Loss, damage or theft of your motor vehicle.

2. Third party property damage and fire and theft cover

This cover provides:

- (a) insurance against loss of or damage to your motor vehicle, but only if caused by fire, explosion, lightning, theft, or attempted theft;
- (b) insurance against legal liability for damage caused by your motor vehicle to the property of other people as described in Section 2 – Third party liability; and
- (c) additional benefits applicable to third party property damage and fire and theft cover as set out in Section 1 – Loss, damage or theft of your motor vehicle.

3. Third party property damage cover

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 – Third party liability; and
- (b) additional benefits applicable to third party property damage cover as set out in the Section 1 – Loss, damage or theft of your motor vehicle.

Section 1 – Loss, damage or theft of your motor vehicle

Cover

We will cover you for accidental loss of or damage to your motor vehicle (as described in your Policy Schedule) as a result of an accident occurring during the period of insurance, according to the type of cover you have selected.

If loss of or damage to your motor vehicle is covered, we will also pay for loss of or damage to your motor vehicle's extras, being:

1. original manufacturer's standard equipment, standard tools, standard appliances, standard options including built in radio receivers, built in music players, and air-conditioning;
2. any specified equipment or accessories shown in your Policy Schedule;
3. any non-standard permanently fixed equipment or other permanently fitted accessories up to \$1,000 in total;
4. 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.

Basis of settlement

At our option we treat the loss or damage as a:

1. partial loss; or
2. total loss.

These types of losses are defined below and we settle on the terms described.

Partial loss

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

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 you have insured any accessories we will either repair them or pay for the cost to replace them as new, less an amount for depreciation, wear and tear.

Replacement of damaged parts

In the event of an accident covered under this Policy, should any part of your motor vehicle and/or other insured property become unavailable in Australia, we will reimburse you, in accordance with the basis of settlement, but in no circumstances will we be liable for more than the cost of the parts plus the cost of freighting such parts by sea transport.

Should the cost of these parts plus the cost of the repairs exceed the sum insured or market value, whichever is the lesser, we reserve the right to declare your motor vehicle a total loss.

Imported vehicles

If your motor vehicle has been imported and any part is not available in Australia, we will only pay for the cost of parts used in the repair of your motor vehicle up to the manufacturer's recommended list price in Australia. However if such list is not available, we will only pay for the cost of the parts plus the cost of freighting such parts by sea transport.

If there is a delay in the repair process due to the importation of parts, you are not covered for any loss of use of your motor vehicle during that time.

Lifetime repair guarantee

Repairs are guaranteed for the life of your motor vehicle, even if you sell it.

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

Total loss

A motor vehicle will be declared a total loss, if:

1. the cost to repair your motor vehicle plus the value of any salvage (if applicable) exceeds the agreed value or market value; or
2. your motor vehicle is stolen and not recovered within a reasonable period of time as determined by us.

We will settle the claim on the basis of market value or agreed value depending on the cover shown in your Policy Schedule.

Market value

If you have insured your motor vehicle for market value, we will at our option:

1. replace your motor vehicle with an equivalent vehicle or pay you its market value at the time of the total loss; plus
2. replace all insured accessories or pay you the cost to replace them as new, less depreciation.

Agreed value

If you have insured your motor vehicle for agreed value, we will at our option replace your motor vehicle with an equivalent vehicle or pay the agreed value shown in your Policy Schedule.

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

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

We also pay the registration, stamp duty and dealer charges for the period registered but not exceeding 12 months on the new vehicle but any refund of registration fees or stamp duty applicable must be refunded to us.

Salvage

If we replace your vehicle or pay you the market value or agreed value, your vehicle and its insured equipment becomes our property.

Financier

If your vehicle is the security for any finance arrangement and the name of the financier is noted on the Policy Schedule, then:

- We have the right to make payments to the financier, and
- Any payment made to the financier will satisfy our obligations to you under this Policy for the amount paid.

Additional benefits applying to Section 1

The following additional benefits will apply, depending on the type of motor vehicle you have insured and the type of cover you have selected.

Applicable to comprehensive cover, third party property damage and fire and theft cover and third party property damage cover.

1. Choice of repairer

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

2. Change of motor vehicle

We will cover any permanent replacement motor vehicle, from the time of its purchase for 30 days under the terms of this Policy if you:

- (a) have disposed of the replaced motor vehicle; and
- (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 property damage and fire and theft cover.

If you give us details of your replacement motor vehicle within 30 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.

If your replaced motor vehicle was due to a total loss claim under this Policy this benefit does not apply.

Applicable to comprehensive cover, third party property damage and fire and theft cover and third party property damage cover – passenger motor vehicles only.

1. Car sharing agreement

We will pay for accidental loss of or damage to your motor vehicle, according to the type of cover you have selected, when your motor vehicle is being used in a car sharing agreement, including travelling to and from work, so long as it does not constitute a commercial arrangement where a payment, fare or reward is received and the intention of the arrangement is to make a profit.

Applicable to comprehensive cover or third party property damage and fire and theft cover only.

1. Towing costs

We will cover the reasonable costs of:

- (a) towing your motor vehicle to:
 - (i) the nearest repairer; or
 - (ii) a place of safety; or
 - (iii) any other place that we first approve;
- (b) protecting your motor vehicle;

following loss or damage covered under this Policy.

2. Returning your motor vehicle after stolen

We will pay for the reasonable costs of returning your motor vehicle to the place where it is normally parked if it is found following theft, and the theft is covered by your Policy.

Should the cost of returning your 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.

Applicable to comprehensive cover only.

1. Cleaning up after an accident

We cover your legal liability to pay for the cleaning up of any debris of your motor vehicle following an accident covered by your Policy.

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

If your motor vehicle is a ute or van and is registered for business use, the maximum amount payable is increased to \$20,000 for any one accident.

2. Locks and keys

If your keys are lost, destroyed or damaged, or if there are reasonable grounds to believe the keys may have been illegally duplicated, we will pay the costs of replacing and recoding the locks and/or keys.

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

This additional benefit is not subject to loss or damage to the motor vehicle covered under this Policy.

3. Travel and accommodation expenses

We will pay for any reasonable travelling and accommodation expenses resulting from a claim for loss of or accidental damage to your motor vehicle which we accept under this Policy, as long as at the time of the accident, 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 we will pay is increased to \$2,000 for any one event.

4. Emergency or temporary repairs

If your motor vehicle is damaged in an accident, and the damage is covered by your Policy, we will pay up to \$750 for reasonable emergency or temporary repairs to allow you to drive your vehicle home or continue your journey. If your motor vehicle is a ute or van and it is registered for business use, the maximum amount payable is increased to \$2,000.

5. Driver accident compensation

We will pay the following compensation to a person driving, using or in charge of your motor vehicle who is injured, and who as a direct result suffers a permanent disability, as a result of an accident.

Compensation will only be payable if:

- (a) the person was driving, using or in charge of your motor vehicle with your consent and is licensed to drive such a vehicle;
- (b) the person was not under the influence of alcohol or any narcotic, depressant, stimulant or hallucinogenic drug;
- (c) the claim has been accepted under this Policy; and
- (d) the person is not entitled to any benefits under any compulsory statutory insurance scheme or accident compensation scheme or would have been so entitled if:
 - (i) it were not for the application of any excess or deductible applying under the scheme; or
 - (ii) compensation under the scheme had not been refused, because you did not register your motor vehicle or apply for cover under the scheme.

Disability	Compensation amount
Permanent quadriplegia	\$100,000
Permanent paraplegia	\$75,000
Permanent total disablement	\$50,000
Permanent loss of entire sight in both eyes	\$25,000
Permanent loss of entire sight in one eye	\$10,000
Permanent total loss of or loss of use of one limb (at or above the wrist or ankle)	\$10,000

Where the person is permanently left with more than one disability as shown in the compensation benefit table we will pay only one of the compensation amounts shown in the compensation benefit table. In such circumstances the highest single level of applicable benefit will be paid.

The medical diagnosis of the injury leading to the permanent disability must be made within 90 days of the date of accident for any of the benefits to be given.

The establishment of a permanent disability will be solely determined by our medical specialist.

We will not pay a benefit claim until the injury is stabilised, or our medical specialist has confirmed that in their opinion, the injury is of a permanent nature and the injury will not be likely to significantly improve.

Unless the injured driver undergoes all medical examinations organised by us in order to assess the claim no compensation will be payable by us. We will arrange the examinations and pay the costs associated which includes reasonable travel expenses for any examinations arranged by us.

6. No claim discount

If your motor vehicle is insured for comprehensive cover and you do not have a claim, we will apply a discount to your next year's renewal premium. This reward is called the 'No claim discount'.

The more 'claim free' years that you have, the greater the percentage of discount, until you reach the maximum level of discount after five years. Even if you have a claim where your no claim discount would be affected, you may not lose all your no claim discount. If you have a claim and you have not accumulated any no claim discount we may increase your invited renewal premium.

We also accept the number of claim free years that you may have accumulated with another insurer in calculating your no claim discount.

7. Faultless no claim discount

If your motor vehicle has been involved in a collision with another vehicle (and not any other type of accident) we will not penalise your no claim discount entitlement when you renew your Policy if:

- (a) you can satisfy us that the collision was totally the fault of the driver of another vehicle; and
- (b) you tell us the registration number of the other vehicle, the full name, licence number and address of the other driver.

This benefit applies only if we are allowed legally to recover the amount of any loss including any applicable excesses from the third party.

This benefit does not apply to windscreen or window glass damage only claims.

If you live in a state or territory where liability is apportioned in the courts, or determined by the barometer of responsibility, you will qualify as 'faultless' if you are 20% or less to blame for any accident.

Where the driver of the other vehicle disputes who was at fault, the no claim discount will be affected but reinstated to the level it was before the claim, if it can be established to our satisfaction that the other driver was totally at fault.

8. Funeral expenses

If the person driving, using or in charge of your motor vehicle sustains a fatal injury as a result of an accident covered by your Policy, whether or not death occurs at the time of the loss, we will pay for associated burial or cremation costs and travel costs within Australia for the deceased person or any member of their immediate family.

We will pay up to \$5,000 in total under this benefit during any one period of insurance, and this amount will not be reduced by any other compensation you or your family receive as a result of the accident.

Applicable to comprehensive cover only – passenger motor vehicles only.

1. Hire vehicle cost following theft

If your motor vehicle is stolen and the theft is covered under this Policy, we will cover you up to a maximum of \$2,000 for any one event for the reasonable costs of hiring a similar vehicle provided you first obtain our approval.

We will not pay for:

- (a) running costs, including the cost of fuel;
- (b) damage to the hire vehicle;
- (c) any insurance, insurance excess or other costs you may be liable for under the hire vehicle rental agreement.

We do not pay for hiring charges incurred after the date of recovery of your motor vehicle, if it can be driven.

Cover is limited to 14 days or seven weekends and will cease once we pay your claim, or your motor vehicle is repaired if un-drivable.

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

2. Trailer cover

We will pay for theft of, or accidental loss of 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, up to \$1,000.

3. Your personal property

We will pay for loss of or damage to your personal property if caused by an event which is covered by this section of the Policy, provided your motor vehicle is lost or damaged as a result of the same event.

For the purpose of this additional benefit only 'personal property' means private household or personal possessions belonging to you or any member of your family.

We will not pay for:

- (a) money, cheques or negotiables;
- (b) unset gemstones, gold or silver nuggets;
- (c) any animal, bird or fish;
- (d) trade tools, stocks or samples;
- (e) mobile phones and/or two-way radios; or
- (f) Global Positioning System (GPS) units or personal music devices;

if stolen from your motor vehicle whilst it is parked.

The maximum amount we will pay is \$500 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.

4. Child seat or baby capsule

We will pay for loss or damage to a child's seat or baby capsule that is stolen from your motor vehicle or damaged in an accident while in your motor vehicle, provided your motor vehicle is lost or damaged by the same event and the event is covered by your Policy.

5. Windscreen or window glass claim

We will not reduce your no claim discount for any broken or damaged windscreen or window glass only claim.

Applicable to comprehensive cover only – motor vehicles registered for business use.

6. Sign writing

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, providing the loss or damage is covered by your Policy.

Applicable to comprehensive cover only – motorcycles.

7. Protective clothing

If your protective clothing is damaged during an accident involving your motorcycle which is covered by your Policy, we will pay up to \$1,000 to repair or replace the protective clothing.

Applicable to third party property damage and fire and theft cover or third party property damage cover only.

8. Uninsured motorist's benefit

At our option we will either:

- (a) repair your motor vehicle to its condition immediately prior to the time of loss; or
- (b) pay you the cost of repairs to your motor vehicle;

resulting from accidental loss or damage to your motor vehicle if you can satisfy us that the accident which gave rise to the claim was totally the fault of the driver of another motor vehicle; and:

- (a) you tell us the registration number of the other motor vehicle and the name and address of the driver of the other motor vehicle;
- (b) at the time of the loss or damage the:
 - (i) driver of the other motor vehicle was not insured for their third party liability; and
 - (ii) other motor vehicle was not owned or registered in your name or in the name of a person who is a relative of yours or any person with whom you normally reside;
- (c) the loss or damage would have been covered had you selected comprehensive cover.

The maximum amount we will pay under this additional benefit for all claims from any one accident or series of accidents arising out of the one cause or event is the lesser of:

- (a) \$5,000; or
- (b) the market value of your motor vehicle at the time of the loss or damage.

If your vehicle is a total loss and we pay you the market value of your motor vehicle, then at our option your motor vehicle in its damaged condition will become our property.

Optional benefits applying to Section 1

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.

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

Applicable to comprehensive cover – Passenger motor vehicles only.

1. Hire vehicle cost following an accident

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

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

- (a) for a maximum of 14 days, or seven weekends (Saturday and Sunday); or
- (b) until your motor vehicle is repaired; or
- (c) until we pay your claim;

whichever happens first.

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

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

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

We will not pay for:

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

We will not cover you under this optional benefit if:

- (a) the only damage to your motor vehicle is to its windscreen or window glass; or
- (b) your motor vehicle is stolen, because you may be able to claim under the additional benefit hire vehicle cost following theft.

2. Windscreen protection

If the only damage in an accident is a broken or damaged windscreen or window glass the standard excess shown in the Policy Schedule does not apply for any windscreen or window glass claim.

3. Protected no claim discount

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 the maximum no claim discount; and
- (b) do not have more than one claim, where this optional benefit is applicable, in any one annual period of insurance.

Applicable to caravans only.

1. Caravan contents

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.

Applicable only to utes and vans registered for business use.

1. Tools and equipment

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

We will pay up to \$1,000 per item and \$5,000 in total in any one period of insurance.

At our option, we will pay the lesser of the:

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

You must pay an excess of \$250 for each claim made under this optional benefit.

Section 2 – Third party liability

Applicable to registered motor vehicles only

Property damage

We will cover the amount you, or any person driving, using or in charge of your motor vehicle with your consent may be held legally liable to pay for accidental damage to property belonging to other people caused by or arising out of:

1. the use of your motor vehicle or goods falling from your motor vehicle;
2. anything lawfully towed by, or attached to, your motor vehicle.

Property under your control

We do not cover the legal liability of you, or any person driving, using or in charge of your motor vehicle, for damage by your motor vehicle to any property belonging to you, or the person driving, using or in charge of your motor vehicle, or any property in your or their care or custody, except to:

1. a residential building that you are renting or is on loan to you; or
2. employee's or visitor's vehicles and their contents while contained in a car park provided by you.

Substitute vehicle

We cover your legal liability to pay for accidental damage to property caused by a motor vehicle being used by you as a substitute vehicle while your motor vehicle is being serviced, repaired or is not driveable.

Substitute vehicle cover will only apply if:

1. the substitute vehicle is not already covered under another insurance policy; and

2. the substitute vehicle is not owned by you and you have the owner's permission to drive the substitute vehicle.

We do not cover loss of or damage to a substitute vehicle.

Passenger liability

We will insure a passenger who is lawfully travelling in, on or getting in, on or out of your motor vehicle or a substitute 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 occurrence covered by this Policy while you are using your motor vehicle for their business, as long as it is not a use that is excluded by this Policy.

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.

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.

Injury to other persons

We will cover the amount which you, or any person driving, using or in charge of your motor vehicle with your permission may be held legally liable to pay by way of compensation or damages (excluding aggravated, punitive or exemplary damages) for death or bodily injury to persons arising out of the use of your motor vehicle.

We will not pay for:

1. legal liability for death or bodily injury to:
 - (a) you or any person driving, using or in charge of your motor vehicle
 - (b) an employee of yours or who is deemed by any law to be your employee, arising out of their employment with you.

We will not pay if:

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

Legal expenses

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

What we will pay

We will pay up to the sum insured shown in your 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 Section 2 – third party liability.

Excesses applying to the motor vehicle section

If we accept your claim you must pay the total amount of the applicable excesses, either to us or the repairer. We will tell you if the excess must be paid to the repairer or us. However, if your motor vehicle is a total loss, we may deduct any excess that you must pay from any payment we make.

Depending on the age or experience of the person driving, using or in control of your motor vehicle and whether you have told us about them and we have shown them in 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 giving rise to a claim, you will have to pay the applicable excesses in respect of each motor vehicle insured.

Standard excess

You will have to pay a standard excess for every claim. This amount is shown in your Policy Schedule as the standard excess.

Age or inexperienced driver excess

Applicable to passenger motor vehicles and motor cycles only.

In addition to the standard excess, you will have to pay 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, used or controlled by a person who:

1. is under the age of 25; or
2. is aged 25 or more but has not held an Australian driver's licence for two or more years for the type of vehicle being driven at the time of the accident.

You will not have to pay this additional excess if the only damage to your motor vehicle is a broken windscreen or window glass or is caused by storm or hail, or your motor vehicle is damaged whilst parked or unattended.

The amount of the age or inexperienced driver excess is shown in your Policy Schedule.

Undeclared driver's excess

Applicable to passenger motor vehicles only.

In addition to any other excesses which apply, you will have to pay 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:

1. who is a member of your family; and
2. 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. you satisfy us that 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; or
5. the driver of your motor vehicle has his/her own vehicle insured, and they are noted as the main driver of that vehicle.

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

Theft excess

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

Learner driver excess

Applicable to passenger motor vehicles only.

If at the time of a loss or damage a licensed learner driver is in control of your motor vehicle the excesses that will apply are those that would have applied to the licensed passenger who is instructing the learner, had they been driving.

When you will not have to pay an excess

You will not have to pay an excess if:

1. you can satisfy us that the claim involves a collision with another vehicle and the collision which gave rise to the claim was totally the fault of the driver of another vehicle; and
2. you tell us the registration number of the other vehicle and the full name, licence number 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.

We will consider you faultless if we determine that you were less than 20% at fault for any incident.

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

We will not pay for:

1. damage to your motor vehicle's tyres caused by application of brakes, road punctures, cuts or bursting, unless caused as a result of an accident covered under the type of cover you have selected or by people acting maliciously;
2. loss of or damage to your motor vehicle:
 - (a) due to depreciation, wear, tear, rust or corrosion;
 - (b) or any resultant mechanical damage:
 - (i) due to failure or breakdown of a structural, electrical, mechanical or electronic nature; or
 - (ii) to any part of your motor vehicle due to faulty design or workmanship. However, we will cover you for loss or damage to your motor vehicle resulting from faulty design or workmanship if such loss is otherwise covered by this Policy; or
 - (iii) due to you driving your motor vehicle after a collision, unless you could not reasonably be expected to know that driving your motor vehicle after an accident could cause such additional damage; or

- (iv) caused by loss of oil or coolant unless whilst your motor vehicle is being driven by a thief.

However, we will cover damage directly caused by a collision or fire, to your motor vehicle, resulting from such failure, as mentioned under b. i., or b. ii. above.

- (c) if reasonable steps to protect or safeguard your motor vehicle have not been taken;
3. any additional costs, such as but not limited to, hire vehicle costs (other than those covered in this Policy), because you cannot use your motor vehicle even though your motor vehicle may not be available following loss or damage covered under this Policy;
4. Loss, damage or legal liability to your motor vehicle:
- (a) if it has been modified in a way that materially increases its designed top speed or performance and we were not notified and did not agree to this in writing;
- (b) if you:
- (i) carry or tow a load; or
- (ii) carry a number of passengers;

in excess of that for which your motor vehicle was designed.

However we will cover you if you prove that the loss, damage or liability was not caused by or contributed to by any such greater load or number of passengers;

- (c) if it is being used to tow a caravan or trailer when you knew or should have known it was un-roadworthy or unsafe, unless you can prove that this did not contribute to the loss or damage;
- (d) whilst it is being used in any experiment or type of test or in preparation for or involved in racing, speed testing, reliability trial, pace making, hill climbing, trial or demonstration other than for resale purposes on public roads or being involved in a defensive driving course;
- (e) while it is being used for conveyance of passengers or goods for hire, fare or reward;
- (f) if it is used for purposes other than those shown in the Policy Schedule;
- (g) if it runs on rails or is designed to run in water such as in a lake or sea;
- (h) if it is outside Australia except where your motor is being transported by sea between Australian ports;
- (i) if it has been legally seized or repossessed;
- (j) if it is used in an unsafe or unroadworthy condition unless such condition could not reasonably be detected by you.

This exclusion will not apply if you prove that the loss, damage or liability was not caused or contributed to by such unsafe or unroadworthy condition;

- (k) resulting from an intentional act by you or anyone acting with your consent except when it is to avoid or reduce damage which would otherwise happen;
- (l) if it occurs when you, or the person driving your motor vehicle with your consent endeavours to evade police;
- (m) if it is being driven, used or controlled by:
- (i) you or by any person with your consent who is not licensed under any relevant law to drive such a motor vehicle; or
- (ii) anyone whose faculties are impaired by any drug or intoxicating liquor; or
- (iii) anyone whose blood alcohol reading exceeds the legal limit (subject to any laws to the contrary); or

- (iv) anyone who following an accident, refuses or fails to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of any state or territory in which the accident occurred.

However we will cover you if you have allowed that person to drive your motor vehicle and you can prove that you were not aware that your motor vehicle was being driven by or in charge of that person when they were so affected or unlicensed.

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

5. any fines, penalties, aggravated, punitive, exemplary or multiple damages;
6. your failure to comply with a condition of this Policy;
7. 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;
8. the illegal carrying of quantities of inflammable liquids, gases or explosives.
9. your motor vehicle or substitute vehicle if it is unregistered.

However we will cover your liability in respect of the unregistered vehicle on a public road, if you have obtained the appropriate permit to drive the unregistered vehicle on a public road.

General exclusions which apply to all sections of this Policy appear in the section headed General exclusions applicable to all sections of the Policy.

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	Professionally manufactured purpose designed anti theft device which does not include chain and/or padlocks.
Boat	The boat described in your current Policy Schedule. your boat is comprised of: <ul style="list-style-type: none"> (a) the hull; (b) its motor(s), including fuel tanks (unless they form part of the Hull); (c) equipment and accessories; (d) its sails, masts, spars, standing and running rigging; (e) its trailer; (f) 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.

Word or term	Meaning
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 any tender used with your boat, anchors, oars or paddles, detachable canopies or tarpaulins, 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 and water skiing equipment.</p> <p>Equipment and accessories does not include sporting equipment for fishing, diving or any other water sport.</p>
Household contents	Bedding and manchester, crockery, cutlery, kitchen appliances and utensils, unfixed furniture and furnishings, permanently kept on your boat for your personal use, provided they are not separately insured.
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 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.
Motor(s)	Includes inboard motors, outboard motors, stern drive units, jet units, gear boxes, propellers, shafts, skegs, portable fuel tanks and lines, wiring harness, instruments (e.g. tachometer), control cables, and generators.
Permanent total disablement	You are unable to carry out any occupation for which you are fitted by reason of your education, training or experience for a period of at least 12 consecutive months and you are unable to do so for a continuous indefinite period solely and directly as a result of an injury.
Personal effects	<p>Includes clothing, mobile phones, prescription glasses and sunglasses, waterproof gear, bags, food or beverage coolers, shoes, wallets or purses (excluding cash and credit cards), toilet articles, hats or caps, keys or pens, chairs, and portable music devices.</p> <p>Personal effects does not include sporting equipment for water skiing, fishing, diving or any other water sport.</p>

Word or term	Meaning
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), and/or water ski equipment used for recreational purposes and owned by you.
Temporary total disablement	You are unable to carry out all the normal duties of your occupation solely and directly as a result of an injury.
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:

1. any boat, being a combination of hull and motor, which is capable of a speed exceeding 60 knots;
2. moorings;
3. 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.

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. Recovery or removal of wreck costs

If your boat is damaged or sinks accidentally, and we agree to recover it or the law requires that it must be removed we will pay the reasonable costs of the removal/recovery of the wreck. These costs are recoverable in addition to the sum insured of your boat and are subject to a limit of \$10,000,000.

9. 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, at our option:

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

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

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

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 month 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 at our option:

- (a) repair or replace the lost or damaged item; or
- (b) 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:

- (a) you give us written details of it within 14 days of purchasing it; and
- (b) 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) If we have agreed to cover you for yacht racing we will cover 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, at our option:
 - (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 decide either to replace an item, or to pay the cost of replacing an item which has no agreed value, then depreciation will apply and the amount payable is determined by:
 - (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

If we have agreed to cover you for yacht club social racing we will cover 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, at our option:
 - (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 decide either to replace an item, or to pay the cost of replacing an item which has no agreed sum insured, then depreciation will apply and the amount payable is determined by:
 - (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:

- (a) you have permission from its owner; and
- (b) your boat is not being used at the time; and
- (c) 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.

What we will pay for

We will pay the costs of:

1. compensation; and
2. legal fees and expenses;

that you are liable for.

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

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) If we have agreed to cover you for water skiing and aquaplaning 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 aquaplaner (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 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.

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/their 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 your boat in good order and repair, or in a proper state of seaworthiness and in compliance with any statutory requirements (for example, Maritime Authority Regulations);
13. 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;

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

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 of 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.

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

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America, or any local autonomous sanctions.

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

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
- Be truthful and frank
- Not behave in a way that's abusive, dangerous, hostile, improper or threatening
- Co-operate fully with us, even after we've paid a claim.

Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor. At all times, you must:

- Prevent damage to property insured, as well as to others and their property
- Minimise the cost of any claim under your Policy
- Comply with all laws.

Changes to your circumstances

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:

- you no longer are the owner occupier of the home, because you now let the home to tenants or use the home as a holiday home;
- you are having renovations undertaken;
- your home is left vacant or unoccupied for a period exceeding 100 days;
- your home falls into a state of disrepair;
- your home is opened up to the public for an exhibition or similar event (including if it is not for reward);
- you modify your motor vehicle and increase its top speed or performance;
- the main driver of your motor vehicle changes;
- the use of your motor vehicle changes;
- there is any significant change in the condition or use of your boat.

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.

Other interests

You must not transfer any interests in your Policy without our written consent.

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.

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.

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

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.

1. When loss or damage occurs

you must:

- take all reasonable steps to reduce the loss or damage and to prevent further damage;
- immediately make a full report to the police if:
 - you know or suspect that property has been stolen;
 - someone has broken into your Property; or
 - someone has caused malicious damage to your property.
- not make any admission of liability, offer, promise or payment in connection with any event;
- promptly inform us by telephone or in person;
- preserve any damaged property and make it available for inspection by our representative or agent (including a loss adjuster); and
- not authorise the repair or replacement of anything without our agreement.

2. If you want to make a claim

you must:

- fill in our claim form;
- return it to us within 30 days of the event that gave rise to the claim;
- give us all the information and documentation which we request. If we ask for it, you must provide us with a statutory declaration verifying the truth of your claim and any matters connected with it; and
- immediately send us any court document or other communication you receive about the claim. Do not take any action yourself or ask anyone else to do so on your behalf.

3. 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

- (b) 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.

4. Limits and excess

- (a) 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.
- (b) 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.
- (c) If you suffer damage which leads to a claim under more than one section of this Policy:
- (i) the highest applicable excess is payable; but
 - (ii) only one excess is payable.

5. Inspection and salvage

- (a) you must give us access to your property and the location or make them available to us for inspection if you make a claim.
- (b) 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.

6. False claims

If you, or someone acting on your behalf makes a false claim, or causes loss or damage deliberately, we may do any or all of the following:

- (a) refuse to pay the claim;
- (b) cancel this Policy; or
- (c) take legal action against you.

7. 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).

8. 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

If at the time of any loss, damage or liability there's any other insurance (whether effected by you or by 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.

Other insurances

You must notify us of any other insurance which will or may, whether in whole or in part, cover any loss insured under your Policy.

Other party's interests

You must tell us of the interest of all parties (eg 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.

Policy comes to an end following a total loss

If you have a claim that results in us declaring you have a total loss, the Policy terms have been met by us and the Policy comes to an end.

If you paid an annual premium no refund is due to you.

If you were paying by instalments, we will deduct the premium outstanding for the period of insurance from our settlement payment to you.

Where you have other assets insured with us that aren't a total loss, cover for those assets remains in place.

Preventing our right of recovery

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your Policy, we won't cover you for that loss, damage or liability.

Providing proof

You must be able to prove to us you've suffered a loss covered by your Policy before we'll pay you for it. We may ask you for this proof if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following:

- receipts or other confirmation of purchase
- valuations
- photographs of items in the home.
- receipts or other confirmation of purchase of your vehicle or any accessories, and
- all service and repair records.

Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after you make, and we agree, to pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds. We may choose to sell the items or materials to you, provided you agree to pay market price.

Subrogation and recovery action & uninsured loss

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

What happens after a total loss

If you make a claim under any section(s) of this Policy and we declare a total loss, once we've paid you the sum insured the cover under the section(s) will come to an end because we've met all of the terms.

If you've paid your annual premium no refund is due to you. If you were paying premium by instalments then we'll deduct the premium remaining for the section(s) you claimed under from your claim payout. We'll then recalculate your instalments so it covers the premium due for any remaining section(s) and continue to deduct the new instalments in the same way we were before.

Cover under the Policy will continue for the section(s) which weren't a total loss.

Other terms

These other terms apply to how your Policy operates.

Adjustment of premium on renewal

If a claim occurs in the previous period of insurance and you do not notify us until after the premium for the current period of insurance was calculated, then you must pay any additional premium that would have been calculated had you told us about the claim on the day that the claim occurred. This condition does not affect any other rights that we have, including the rights that we have under your Duty of disclosure.

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 only need a request to cancel it from one of you.

We may cancel your Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date) 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, we'll refund you the proportion of the premium for the remaining period of insurance, less any administration fees.

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.

Joint and co-insureds

If more than one person is insured under your Policy, we'll treat a statement, act, omission, claim, request or direction by that person as having been made by all insured.

We only need a request from one person insured to cancel or change your Policy.

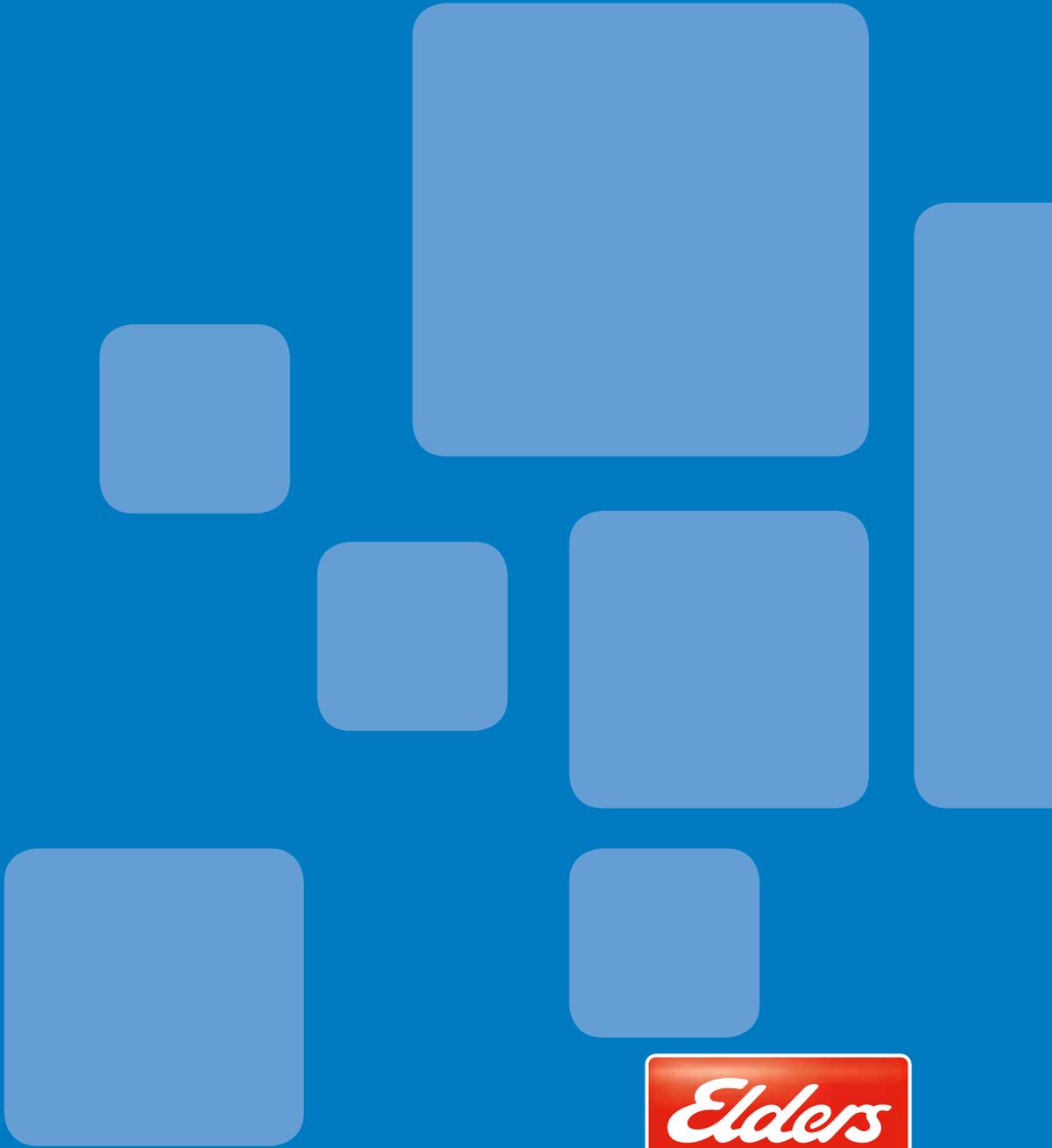
Jurisdiction

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.

Notices

Any notice we give you will be in writing, and will be effective once it's delivered to you personally or to your last known address (including when it's an electronic one).

It's important for you to tell us of any change of address as soon as possible.



Insurance