

# COMMERCIAL PLAN

## Product Disclosure Statement



Good people to know.



# Important information about changes to Your Commercial Plan



## Supplementary Product Disclosure Statement (“SPDS”)

This SPDS (CPLSPD 01 0410) makes a number of changes to Your Commercial Plan Product Disclosure Statement (CPLPDS 01 0409) (“PDS”) to update the information contained in it. It is important You read it together with the PDS and other policy documents We have given You and keep it in a safe place.

### General exclusions – Asbestos exclusion

We will only apply General exclusion ‘1 Asbestos’ on page 9 of the PDS to claims on the Business legal liability and Personal legal liability policies in the Plan.

### Business legal liability policy – Aircraft and landing areas exclusion

The exclusion ‘2 Aircraft and landing areas’ on page 25 of the PDS is deleted and replaced by the following:

#### “2 Aircraft, aircraft components, aerial devices and landing areas

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with:
  - an aircraft component or aerial device intended to perform a functional or structural role in the safe operation or stability of an aircraft
  - a product that is or is intended to be incorporated or installed in or on a component or device intended to perform a functional or structural role in the safe operation or stability of an aircraft
  - work performed or carried out or to be performed or carried out on or in a component or device intended to perform a functional or structural role in the safe operation or stability of an aircraft

- the ownership, occupation, operation or use of an aircraft
- Your ownership, occupation or control of a property, building or structure normally used as a landing area or in or on which aircraft are housed, maintained or operated, unless:
  - \* the liability does not directly arise out of such use; or
  - \* ‘Landing areas’ is shown on the certificate of insurance and the Personal Injury or Damage to Property occurs at the Business Premises.”

### Business legal liability policy - Vehicles, boats and jet skis exclusion

The Business legal liability policy is amended by deleting the text in the last bullet point in the second column on page 27 of the PDS and replacing it with the following text:

“any of the matters mentioned under the heading ‘What is not insured for legal liability’ in Our Motor vehicle policy on pages 71 and 72 in this PDS has arisen or occurred; or”

### Money policy – definition of ‘Money’

The Money policy on pages 44 and 45 of the PDS is amended by adding at the end of the policy a section headed “Special definitions of words used in this policy” and including under that heading:

“**Money** means cash or negotiable instruments belonging to the Business”

The word “money” is also replaced with the word “Money” wherever it appears in the policy.

### Personal valuables policy – Sporting equipment

‘Special definitions of words used in this policy’ on page 64 of the PDS is amended by moving the first bullet point “an item of sporting equipment” from the second definition ‘Personal Valuables’ to the first definition ‘Personal Valuables’.

### Financial Claims Scheme

We bring to Your attention the introduction of the Financial Claims Scheme by the Commonwealth Government in October 2008. Amongst other things, the Scheme deals with insurance claims against certain general insurers that are under judicial management and that the Australian Prudential Regulation Authority (APRA) believes is insolvent. It provides that if a Person satisfies certain eligibility criteria in relation to a valid claim connected with a certain type of policy, APRA may pay to that Person something towards the amount that the Person would be entitled to before they would receive the payment in the winding up of the insurer.

Wesfarmers General Insurance Limited is a general insurer. If at any time in the future APRA believes it has become insolvent, You may be able to make a claim under the Scheme.

You can obtain information about the Scheme from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 13 10 60.

### Full policy wording and more information

It is important that You read the full wording of each policy which You have taken out. You should also read the information and general conditions on pages 1-11 of the PDS which apply to all the policies. If You have any questions about these changes please contact Us.

# How the Commercial Plan works

Date of preparation: 20 February 2009

## About the insurer and WFI

The insurer for this Commercial Plan is Wesfarmers General Insurance Limited (ABN 24 000 036 279) ("WGIL") whose contact details are:

Telephone: 1300 934 934

Post: Locked Bag 1,  
Bassendean DC WA 6942

WGIL is an Australian Financial Services Licensee (AFSL No. 241461) authorised to issue, vary and cancel general insurance products and provide general financial product advice in relation to general insurance.

WFI is a trading name of WGIL.

WFI can be contacted on 1300 934 934 or via email at [info@wfi.com.au](mailto:info@wfi.com.au).

The Commercial Plan consists of 18 different policies You can choose from, covering a wide range of risks.

This approach gives You great flexibility as You can arrange Your insurance to meet Your particular needs.

It also means that if Your circumstances change and You need more extensive insurance, it is easy for You to add another of the policies to Your Plan.

Insurance against liability for workers' compensation is compulsory for employers throughout Australia. Apart from the Domestic workers policy (which We only offer in Western Australia), this Plan does not insure Your liability for workers' compensation. Nor does it include insurance cover for a range of other risks You might want to insure or protect Yourself against. You need to determine whether this is the case and make sure You are appropriately protected.

## Understanding the significant features and benefits

To properly understand the significant features and benefits of each of the policies, You need to:

- read the
  - Important information (page 4)
  - General conditions (page 8)
  - General exclusions (page 9)
  - General definitions (page 10)which apply to all policies
- read the policy wording - it tells You:
  - what the policy insures
  - what the policy does not insure
  - what We pay for a claim
  - any additional benefits We provide
  - any optional benefits We offer
  - any special conditions We apply
  - any special meanings We apply to words used in that policy.

There is an index on the front of each of the policies for easy reference.

## Policies You can choose from

Business property damage p12	Business interruption p18	General property p21	Business legal liability p24	Machinery breakdown p30	Electronic equipment p34
Glass breakage p37	Employee theft p39	Burglary and theft p41	Money p44	Classic home p46	Standard home p53
Personal legal liability p61	Personal valuables p63	Domestic workers (WA only) p65	Motor vehicle p67	Pleasure boat p75	Personal accident and illness p79

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## Our words

To make sure You can readily understand Your rights and obligations, We have written this Commercial Plan in plain English. For easy reference, We have capitalised the first letter of each word which We define in Our 'General definitions' (which apply to all policies), and in Our 'Special definitions' found at the end of each policy (which apply only to words used in that particular policy). This does not apply to headings. All of the other words in this Plan have the meanings set out in the Macquarie Dictionary (current edition) so that You can easily find out what they mean.

## Applying for insurance cover

To apply for insurance cover, You must complete Our Proposal. When You do so, You must comply with Your duty of disclosure which We tell You about on page 6. It is also important You understand how We manage Your personal information which We tell You about in Our 'Privacy' information on page 7.

When We receive Your completed Proposal, We will:

- identify the policies You want and matters particular to them (e.g. the property You want to cover, the limits You may want for certain covers, any excesses that may apply and any variations required to the standard terms).

We pay up to the sum insured or other limits specified in relation to the policies and their covers. It is important that You make sure these amounts suit Your needs. If You do not do this some of Your loss might not be insured.

- identify the Period of Insurance during which Your policies will operate.
- inform You what policies We are able to offer You and the total premium You need to pay for Your policies (see 'The cost of Your insurance' on this page).

The above details are recorded in the certificate of insurance We issue to You. You need to read it carefully to ensure You are happy with the cover provided and check that the details are correct. You should keep the certificate of insurance and the policy documents in a safe place.

## The agreement between You and Us

We only provide You with insurance under those policies for which We issue You with a certificate of insurance and only for the Period of Insurance shown on the certificate of insurance. The insurance provided under any of Our policies is also subject to Our General conditions and General exclusions, together with provisions shown on the certificate of insurance issued to You.

Subject to what We tell You on this page about excesses, if a provision shown on the certificate of insurance is inconsistent with a provision contained in the policy to which it relates then, to the extent of the inconsistency, the provision shown on the certificate of insurance prevails.

## The cost of Your insurance

We determine the base premium by considering a number of criteria.

When You apply for insurance cover We ask You to provide information about Your personal risk situation relevant to each policy, such as:

- the type of property being insured and its size, construction, use and where it is located;
- the type(s) and amount(s) of cover You require, excess levels and the period for which You want the cover (where this is optional); and
- Your relevant claims and insurance experience.

Factors that increase the risk to Us generally increase the premium (e.g. higher sums insured or a high claims experience) and those that lower the risk generally reduce the premium (e.g. lower sums insured, higher excesses or low claims experience). If You have any queries about this You can ask Us when You apply for cover.

Your premium also includes amounts that take into account Our obligation (actual or in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to Your policy(s). We show the amounts on Your certificate of insurance.

Where We are required to pay an estimated amount (e.g. for a Fire Services Levy) based on criteria set by the government, We allocate to the policy Our estimate of the amount We

will be required to pay. We may over or under recover in any particular year but We will not adjust Your premium because of this. You can obtain further information on Our website [www.wfi.com.au](http://www.wfi.com.au).

We tell You when You apply for insurance how and when the premium (i.e. total amount payable) needs to be paid. It is a term of Your policy that You pay the premium to Us by the time required by Us.

## Excess (Your contribution)

An excess is the first part of any claim on a policy which You must pay. The amount We must pay under the policy is reduced by the amount of the excess. You only have to pay an excess if it is mentioned in the policy You have taken out or shown on the certificate of insurance.

Where the amount of an excess for an event mentioned in a policy is different to the amount of an excess shown on the certificate of insurance for that same event for the same policy, You must pay the higher excess.

Except in the case of Our motor vehicle policy, You only have to pay one excess on claims You make under a number of policies in this Commercial Plan that arise out of the one event, being the highest one payable under the policies.

### Example of a one event excess

*An event happens that damages Your home, furniture and carpets, the expensive digital camera specified under Your personal valuables policy and Your car. If, for example, the certificate of insurance shows an excess for that event of:*

- \$100 on Your Classic home policy;
- \$75 on Your Personal valuables policy;
- \$400 on Your Motor vehicle policy; and

*You claim for all damage, You are only required to pay an excess of \$400 because that excess is the highest one of all the policies and because all of the damage arose out of the one event.*

### Example of when more than one excess will apply

Under Our Motor vehicle policy, You are required to pay more than one excess in the circumstances mentioned in the policy. We refer you to pages 72 and 73 of this policy where We tell you more about the different excesses that apply.

*The driver of Your comprehensively insured car is 20 years of age and involved in an at fault accident which causes damage to Your car. If, for example, the certificate of insurance for Your motor vehicle policy covering the car shows an excess of \$400 and an excess of \$700 for young drivers 19-20 years of age, then Your excess is \$1,100.*

Sometimes We introduce or increase an existing excess on renewal of a policy. This might be done on an individual person's policy or those covering risks at certain locations or over all locations. We generally do this because of rising claim numbers and costs and to minimise any increase in premium that would otherwise be required to cover those rising claim numbers and costs.

We show the new excess on the certificate of insurance that We issue to You confirming cover.

## Your duty of disclosure

### What You must tell Us before We issue a policy to You for the first time

Before considering whether to issue a policy to You, We need Your answers to the questions set out in Our Proposal. When answering the questions in Our Proposal, You must be honest and You have a duty under law to tell Us everything known to You and which a reasonable person in the circumstances would include in answer to the questions.

We will use the answers in deciding whether to insure You and anyone else to be insured under the policy and if so, on what terms.

### What You must tell Us before We renew, vary, extend, replace or reinstate Your policy

In these situations, We do not typically ask You to complete a Proposal.

When You ask Us to renew, vary, extend, replace or reinstate Your policy, You must tell Us before We do so about every matter known to You, which You know or a reasonable person in the circumstances could be expected to know, is relevant to Our decision whether to insure You and if so, on what terms. At the very least, if something has changed since the policy was first issued and You would now answer any of the questions set out in the original Proposal differently, then You must tell Us about the change.

### What You do not need to tell Us

When applying for a policy for the first time or for Your policy to be renewed,

varied, extended, replaced or reinstated, You do not need to tell Us about any matter that:

- diminishes Our risk
- is of common knowledge
- We know, or in the ordinary course of Our business as an insurer, ought to know
- We tell You in writing We do not need to know.

### Who needs to tell Us

Everyone who is shown on the certificate of insurance as an insured must comply with the duty of disclosure. If You provide information on behalf of another insured, it is as if they provided that information to Us.

### What happens if an insured does not comply with the duty of disclosure

If an insured does not comply with the duty, We may reduce or refuse to pay a claim, or cancel the policy. If fraud is involved, We may treat the policy as if it never came into existence and accordingly pay nothing for any claim You may otherwise have had on the policy.

*If You are not sure whether or not to tell Us something, it is best to tell Us.*

## Utmost good faith

The law requires each of us to act towards the other with utmost good faith (fairly, openly and honestly) in the performance of the policy and in the making and handling of claims under the policy.

## Jurisdiction

The policies in this Plan are governed by and will be construed in accordance with the laws of Australia and the parties agree to submit to the jurisdiction of the courts of Australia.

## GST on claims

The sums insured, limits of indemnity and other limits in Your policy are inclusive of any GST that may be payable. This means You must take GST into account when determining the appropriate amounts You want to insure for.

If We arrange to replace, repair or reinstate an item which is the subject of a claim, We will pay the cost to replace, repair or reinstate inclusive of GST. However, We will not replace, reinstate or repair an item where the cost to do so will exceed the amount

of the relevant sum insured, limit of indemnity or other limit in Your policy for the item.

If We settle Your claim by making a payment to You, We will reduce the amount of Our payment by the amount of any input tax credits to which You would be entitled if You made an acquisition to repair or replace the item which is the subject of the claim. However, the actual amount We pay You will not exceed the amount of the relevant sum insured, limit of indemnity or other limit in Your policy for the item.

If You register or are registered for GST You are required to tell Us Your entitlement to an input tax credit on Your premium.

If You do not disclose or if You understate Your entitlement, You may be liable for GST on settlement of the claim. The policies do not cover You for this GST liability or for any fine, penalty or charge for which You may be liable.

## Dishonest claims

If You make a dishonest claim, We can refuse to pay it. We may also cancel the policy.

## Keep up to date records of insured property

To help Us to process any claim You may have, make sure You keep a record or evidence of ownership, value and detailed description of any insured property in a safe place. We also recommend You keep Your valuations up to date.

## Changing the terms of a policy

You may ask Us to change a term of Your policy. If We agree, We confirm the change in writing.

## Your cooling-off right

If You wish to reconsider Your decision to insure with Us, please contact Us to discuss Your concern. If You decide not to proceed, You can exercise a cooling-off right by notifying Us in writing within 14 days of receiving the certificate of insurance that You want to do this. If You do this and You have not made a claim and nothing has happened which would entitle You to make a claim, We will fully refund the premium You paid to Us.

## When You can cancel

You can cancel a policy at any time by writing to Us requesting cancellation. If You cancel, other than under 'Your cooling-off right', We refund the premium less an amount which covers the period for which You were insured, reasonable administrative costs relating to the issue and cancellation of the policy and any government taxes or duties We cannot recover.

However, if You have made a claim or are entitled to make one under the policy:

- there is no return of premium for any unused portion; and
- We may deduct from any claim payment premium already refunded to You.

We do not refund premium if the certificate of insurance specifically says there is no refund of premium.

## When We can cancel

We may cancel a policy as allowed by the Commonwealth Insurance Contracts Act 1984. We give You a notice in writing.

If We cancel, We refund the premium less an amount to cover the period for which You were insured.

## Code of Practice

We have adopted the General Insurance Code of Practice developed by the Insurance Council of Australia. The Code is a self regulatory code for general insurers in Australia. We embrace the objectives of the Code to raise standards of practice and service in the general insurance industry.

## Our Complaints Handling Procedures

To access Our Complaints Handling Procedures, simply contact Your local WFI Area Manager, Client Service Team or the Claims Officer handling Your claim. If You have a complaint, We will do everything possible to resolve the matter on Your initial contact with Us. If a complaint is not resolved, We will treat it as a dispute and will enter it into Our 'Internal Dispute Resolution' process. The complaint will then be considered by a designated Internal Dispute Resolution Officer of Wesfarmers General Insurance Limited

with the appropriate experience, knowledge and authority to deal with it.

Details of Our 'Complaints Handling Procedures' are set out in Our brochure 'Handling Complaints and Dispute Resolution Our Commitment to You' and in Our 'Privacy' brochure. The brochures tell You how to access Our 'Complaints Handling Procedures'. You can contact Us for these brochures or access them online at [www.wfi.com.au](http://www.wfi.com.au).

If We are unable to resolve Your complaint through Our 'Complaints Handling Procedures', You may be able to have Your complaint dealt with by the Financial Ombudsman Service Limited, which is a free, independent and impartial external dispute resolution service. Its contact details are as follows:

Financial Ombudsman Service  
Freecall: 1300 78 08 08  
Post: GPO Box 3, Melbourne,  
Victoria 3001  
Website: [www.fos.org.au](http://www.fos.org.au)  
Email: [info@fos.org.au](mailto:info@fos.org.au)

If Your complaint is to do with a privacy issue, You may refer it to the Federal Privacy Commissioner.

## Privacy

We are committed to meeting Our privacy obligations to You under the Commonwealth Privacy Act 1988. We collect Your personal and other information to carry out Our various business functions or activities, including deciding whether to provide You with insurance cover and when We do, managing Our rights and obligations under that cover. We also collect Your information so that We and Our related companies and business alliance partners can offer You services and products that We believe may be of interest to You. However, You can opt out of receiving such communications.

We only disclose information to someone outside Wesfarmers General Insurance Limited where:

- necessary for the above purposes (e.g. to a risk or claims assessor or investigator, lawyer, reinsurer, agent, sales associate, market research organisation or business alliance partner)
- a lawful exception applies (e.g. to lessen or prevent a serious and imminent threat to a person's life, health or safety)

- You consent to Us doing so.

If You do not provide this information, We may not be able to provide You with the services You require.

Where You give Us personal information about another person, You must be authorised to provide that information and agree to inform them of the information contained within this privacy notice.

You can seek access to Your personal information and require Us to correct it if it is inaccurate, incomplete or out of date. For further information, read Our brochure 'Privacy', or visit Our website at [www.wfi.com.au](http://www.wfi.com.au).

## General advice warning

Any advice We or Our representatives provide is general advice only and does not take into account Your personal objectives, financial circumstances or needs. Before You decide to acquire a policy in this Plan, You should carefully read this document and consider the appropriateness of the policy having regard to Your objectives, financial situation and needs.

## Information about Our Product Disclosure Statement (PDS)

Only the parts of this document relevant to insurance cover provided to You as a 'retail client' as defined under the Commonwealth Corporations Act 2001 and any other documents We tell You are included, make up Our PDS. Information in Our PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by contacting Us. If the update is to correct a misleading or deceptive statement or omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the cover, We will provide You with a new PDS or a supplementary PDS.

Other documents may form part of Our PDS. Any such documents will include a statement identifying them as part of this PDS.

## Contacting Us

We are happy to help You with any enquiries You have about any policies or the extent of Your insurance cover or to confirm any policy transaction. Please feel free to contact Us at any time.

# General conditions

## applying to all policies

### What You must do when You have a policy

#### You must:

- keep all insured property in good condition
- comply with legislation and the requirements of government and statutory authorities
- comply with all relevant Australian Standards
- take reasonable care to safeguard Yourself and all insured property
- take reasonable care to avoid harming others or harming property belonging to others
- tell Us immediately:
  - if there is, or there will be, any material change relating to the insured property (including where it is kept) or the nature of the risk. We may cancel or change the terms on which We are prepared to offer or continue cover if there is a material change
  - if You no longer have an interest in the insured property
  - if You take out any other insurance which covers any insured property or liability insured by any of the policies We issue to You
- ensure that any safety system or security device installed to protect insured property is in working order and activated.

### What You must and must not do if You make a claim or an event happens that might lead to You making a claim

#### You must:

- do everything You can to limit loss, damage or injury and to prevent further loss, damage or injury resulting from the event
- immediately tell the police if a criminal act might have caused the loss, damage or injury
- immediately tell Us about the claim or the event and send Us written details when We require this
- immediately send Us any correspondence You receive about the claim or the event
- give Us any information and help We may need in handling the claim.

#### You must not without Our prior consent:

- repair or dispose of any damaged property until We have had the opportunity to inspect it
- admit liability for the event, loss, damage or injury
- negotiate, pay or settle a claim by or against anyone else for the loss, damage or injury.

### What can affect Your entitlements

We may decline or reduce the amount of any claim or refuse to indemnify You, if You enter into an agreement which excludes or limits Our right to recover damages or a contribution from another Person.

If You do not do what You are obliged to do under Your policy, We may refuse to pay a claim or any part of it.

### What We may do

If an event happens that causes loss, damage or injury, We may:

- take over and conduct in Your name the defence or settlement of any claim against You. We have sole discretion in how the defence is conducted or a claim is settled
- represent You at an inquest or official enquiry.

If We have paid or agreed to pay a claim, We have the right to proceed in Your name against any Person responsible for the loss, damage or injury. We take this action at Our expense. You must not do anything which limits Our right to do so.

# General exclusions

## applying to all policies

### What is not insured by any of the policies in this Plan

The policies do not insure You for the following types of loss. Please read each of Your policies as they do not cover other losses as well.

#### You are not insured against:

##### 1 Asbestos

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with asbestos.

##### 2 Cyber, E-Commerce

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with:
  - the total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Computer Equipment; or
  - an error in creating, amending, entering, directing, deleting or using Computer Equipment; or
  - the total or partial inability or failure to receive, send, access or use Computer Equipment for any time or at all.

##### 3 Deliberate acts

- any deliberately or wilfully caused Personal Injury, Damage to Property, loss of income or cost by:
  - You or anyone with whom You live

- anyone invited into Your home by anyone living in Your home
- anyone acting with Your express or implied consent
- anyone entitled to benefit under a policy.

##### 4 Punitive, exemplary or aggravated damages, fines or civil penalties

- any punitive, exemplary or aggravated damages awarded against You or any fines or civil penalties imposed on You.

##### 5 Radioactivity

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with radioactivity, nuclear fuel, material or waste, or nuclear fission.

##### 6 Terrorism

- any Personal Injury, Damage to Property, loss of income, costs or liability directly or indirectly caused by or arising out of or in connection with an:
  - Act of Terrorism; or
  - action taken to control, prevent or suppress or attempt to control, prevent or suppress an Act of Terrorism; or
- a cost or expense incurred in connection with taking action to control, prevent or suppress or attempt to control, prevent or suppress an Act of Terrorism.

If an event happens in Australia and that event is determined by the Minister responsible for the Commonwealth Terrorism Insurance Act 2003 to be a “declared terrorist

incident” under that Act, We will not apply this terrorism exclusion to:

- the Business property damage policy, the Business interruption policy, the General property policy, the Business legal liability policy, the Machinery breakdown policy, the Glass breakage policy, the Burglary and theft policy, the Money policy or the Personal legal liability policy in this Plan; or
- any other policy in this Plan, unless the Act of Terrorism was directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

##### 7 War

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with war or other act of foreign enemy (whether war is declared or not), revolution or other civil disturbance or commotion, or confiscation, nationalisation or requisition of property by a government or statutory authority.

# General definitions

## applying to words We use in this Plan

**Act of Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with an organisation(s) or government(s), which from its nature or context is done for, or in connection with political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Australian Standards** means standards published by the Standards Association of Australia.

**Business** means the 'Business' shown on the certificate of insurance.

**Business Premises** means the location of the Business shown on the certificate of insurance.

**Computer Equipment** means data or part of data, computer hardware, operating system, computer network, equipment, web sites, servers, extranet, intranet, software or applications software, computer chip including microprocessor chip or coded instructions, as well as any new technology, product or service replacing existing computer equipment.

**Damage to Property** means physical loss of or physical damage to property.

**Employee** means a person employed by You under a contract of service.

**Flood** means the escape or release of water from the normal confines of a pond, lake, reservoir, canal, dam or uncovered watercourse.

**Legal Costs** means:

- legal costs and disbursements reasonably charged by a lawyer in pursuing or defending Legal Proceedings for You
- wages or salary You lose to attend court as a witness or as a party to Legal Proceedings.

**Legal Proceedings** means legal proceedings taking place in Australia before a court or a formally appointed arbitrator or mediator which directly concerns:

- an alleged wrongful dismissal of an Employee
- the purchase of goods or services, but only if the amount in dispute exceeds \$500 and does not arise out of Your failure to pay the purchase price for the goods or services
- an alleged liability arising out of the occupation, ownership or use of Your Home
- the sale of Your Home
- any event directly causing damage to or destruction of Your Home.

**Legal Proceedings** do not include legal proceedings that involve or are directly or indirectly caused by or arise out of:

- a dispute between a Person insured under a policy in this Plan and another Person insured under the same policy
- a dispute between You and a member of Your Family
- a dispute with a professional adviser
- a claim for defamation
- a criminal act.

**Occurrence** means an event including continuous or repeated exposure to substantially the same general conditions which:

- You did not intend or expect; and
- a reasonable person in Your position and with Your knowledge and experience would not have expected.

**Period of Insurance** means the 'Period of Insurance' shown on the certificate of insurance.

**Person** means a natural person, firm, company, partnership or incorporated association.

**Personal Injury** means bodily injury (including death or illness), disability, shock, mental anguish, mental injury or loss of consortium.

**Proposal** means the documents in which We ask questions relating to Your application to Us for insurance cover in this Plan.

**Storm Surge** means an abnormal rise in the level of the sea along a coast caused by the winds of a severe cyclone – typically at least 30kms across and 2-5 metres above the average sea level.

**Transit** means being transported in or on a vehicle from one place to another and includes loading and unloading of the vehicle.

# General definitions

applying to words We use in this Plan

**We, Us, and Our** means Wesfarmers General Insurance Limited.

**You, Your and Yourself** means the Person or entity shown on the certificate of insurance as the insured. If 2 or more Persons or entities are shown, You means each of them jointly and separately, subject to Our total liability not exceeding the sums insured or limits of liability described in the policies We issue to You. Each of the insured is responsible for the completeness and accuracy of information in any Proposal forms, documents, statements or claims supplied by any one of them. Each one is also obliged to comply with the terms of a policy.

**Your Family** means Your:

- spouse or de facto; and
- unmarried children; and
- parents and the parents of Your spouse or de facto who live with You permanently; and
- student children boarding at school, college or university.

*This definition does not apply to the Domestic workers policy in this Plan.*

# Business property damage policy

*This policy insures You against many events that can cause damage to Your Business property.*

*You only have this policy if the risk 'Business property damage' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on pages 10 and 11 apply to words used in this policy.*

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## The events You are insured against

This policy insures You for physical loss or of physical damage to:

- a Building, if 'Buildings' is shown on the certificate of insurance
- a Vehicle, if 'Vehicles' is shown on the certificate of insurance
- Stock, if 'Stock' is shown on the certificate of insurance
- Other Property, if 'Other Property' is shown on the certificate of insurance.

This policy only insures You if the loss or damage is directly caused by an event listed below and occurs during the Period of Insurance and in the case of:

- Buildings, Stock and Other Property, occurs at the Business Premises
- a Vehicle, occurs in Australia.

### 1 accident

but not for:

- **loss or damage directly or indirectly caused by or arising out of:**
  - fire, lightning, explosion or implosion, earthquake, subterranean fire or volcanic eruption, wind, rain, hail, snow or escape of liquid, damage directly caused by a burglar or thief, riot or civil commotion, vandalism or impact
  - a tree root
  - pets, moths, insects or vermin
  - an animal kept at the Business Premises
  - loss of weight or protein
  - a change in taste, flavour, odour, colour, texture or finish
  - contamination, evaporation, pollution, smut or smoke from an industrial operation
  - dampness of atmosphere
  - a sudden variation in atmospheric conditions
  - germs, disease, virus, bacteria or other contagion
  - a latent fault or the inherently harmful nature of a product
  - a manufacturing process
  - adjusting, testing or servicing operations
  - a structural fault, faulty workmanship or faulty materials

- faulty design, formula, specification, plan or pattern
- wear, tear, fading, rust, corrosion, oxidation, gradual deterioration or exposure to light or darkness
- scratching, splitting or tearing
- fraud
- data corruption
- lack of maintenance

### • loss of or damage to:

- an item that can be insured under Our Glass breakage policy in this Plan
- a living creature
- a vehicle, train or rolling stock, aircraft, boat, jet ski, or a spare part or accessory in or on it
- a tree, plant, shrub, vine or crop
- sporting or recreational equipment whilst being used
- goods maintained in a temperature controlled environment where the loss or damage is directly caused by mechanical, electrical, hydraulic or electronic breakdown of temperature controlling equipment

### • loss or damage that is mechanical, electrical, hydraulic or electronic breakdown, failure, malfunction or derangement of a machine or electrical or electronic device

### • loss or damage that is recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement

### • loss or damage that is recoverable under an 'Additional benefit' provided by this policy.

You must pay an **excess of \$200** for all claims arising out of the one event.

### 2 fire

but not loss or damage directly caused by a process involving the deliberate application of heat (only the thing You intended to be heated is not insured).

### 3 lightning

but only if the evidence of damage by lightning can be clearly seen.

### 4 Explosion or implosion

but not to a boiler, Economiser or vessel under pressure (or its contents).

### 5 earthquake, subterranean fire or volcanic eruption

but You must pay an **excess** for all claims arising during any one 72 hour

period of \$20,000 or 1% of the total sum insured for property insured at the location affected by the earthquake, subterranean fire or volcanic eruption, whichever is less.

### 6 wind, rain, hail, snow or escape of liquid

but not for:

- loss or damage directly caused by Flood
- loss of or damage to a tree, plant, shrub, vine or crop in the open air directly caused by wind
- loss of or damage to Stock, a Vehicle or Other Property directly caused by rain, hail, snow or escape of liquid, unless the loss or damage:
  - occurs when the Stock, Vehicle or Other Property is in a building that is enclosed and under roof, with all outside doors and windows permanently in place; or
  - is directly caused by the impact of hail stones other than to a tree, plant, shrub, vine or crop in the open air
- loss or damage directly or indirectly caused by or arising out of:
  - steam or condensation
  - a structural fault, faulty design or faulty workmanship
  - lack of maintenance (for example failure to clean out gutters)
  - rain, hail, snow or liquid penetrating a Building through an opening made for the purpose of an addition, alteration, renovation or repair to the Building.

### 7 damage directly caused by a burglar or thief

but not for damage to an item that can be insured under Our Glass breakage policy in this Plan.

### 8 riot or civil commotion

including acts of people taking part in an industrial or political disturbance and acts of a lawful authority controlling these disturbances but not loss or damage directly caused by total or partial cessation of work or the retarding, interruption or cessation of a process or operation.

Please note the General exclusions for 'War' and 'Terrorism' on page 9.

## 9 vandalism

but not by a person lawfully occupying a Building.

You must pay an **excess of \$200** for all claims arising out of the one event.

### 10 Impact by:

- a vehicle to a Building, Stock or Other Property
- an animal, but not to a Building, Stock or Other Property by an animal kept at the Business Premises
- an aircraft or debris from an aircraft, space debris, a rocket or satellite
- an aerial or mast
- a falling tree or branch, but not as a result of the lopping or felling of a tree unless by a professional tree lopper.

## What is not insured

**This policy does not insure You against:**

### 1 loss of or damage to:

- or by hazardous goods stored at the Business Premises and not normally used at the Business Premises or supplied by the Business
- securities, cash, bank notes, cheques, credit card sales vouchers, postal orders, money orders or stamps
- an appliance or device (including wiring) directly caused by an artificially generated electric current

### 2 loss or damage directly caused by:

- sea or tidal wave (even if directly caused by an earthquake)
- Storm Surge or tsunami
- earth movement (except earthquake) no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion or heaving

### 4 mildew or mould or wet or dry rot or loss or damage directly or indirectly caused by or arising out of mildew or mould or wet or dry rot

### 5 loss or damage directly or indirectly caused by or arising out of germs, disease, virus, bacteria or other contagion

### 6 damage to a Building if directly caused by an alteration or

**addition to the building which is in progress if the contract value for that alteration or addition exceeds \$75,000**

### 7 damage to an alteration or addition to a Building which is in progress, unless the contract value for the alteration or addition is \$75,000 or less and the loss or damage:

- occurs when the work on the alteration or addition has been in progress for less than 3 months; and
- is directly caused by windstorm (but not by rain, hail or snow accompanying the windstorm), fire, explosion, lightning, earthquake, riot, civil commotion or impact by a vehicle, aircraft or aerial device.

*If You are altering or adding to a Building, You may want to insure the building materials before they become a part of a Building because this policy does not otherwise insure them.*

## What We pay if Your property is damaged or destroyed

### Buildings and Other Property

***This is what We pay if 'Indemnity' is shown on the certificate of insurance for a Building or Other Property.***

If a Building or an item of Other Property is damaged or destroyed, We replace, reinstate or repair the part of the Building or item that is damaged or destroyed as far as possible to the condition it was in immediately before it was damaged or destroyed, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so.

We deduct an amount for wear, tear and depreciation whether the Building or item of Other Property is damaged or destroyed.

We only pay up to the sum insured shown on the certificate of insurance for the Building and Other Property damaged or destroyed for all claims arising out of the one event.

***This is what We pay if 'Replacement' is shown on the certificate of insurance for a Building or Other Property.***

If a Building or an item of Other Property is damaged, We replace, reinstate or repair the part of the Building or item that is damaged as far as possible to its original condition, using materials that are readily available in Australia. Or, at Our option,

We pay You the reasonable cost to do so.

If a Building is destroyed, We pay the cost to erect a new building to the same design and specification as the destroyed Building. Or, at Our option, We pay You the reasonable cost to do so.

If an item of Other Property is destroyed, We pay to replace it as new at the time it was destroyed. Or, at Our option, We pay You the reasonable cost to do so.

We only pay up to the sum insured shown on the certificate of insurance for the Building and Other Property damaged or destroyed for all claims arising out of the one event.

### Stock

If an item of Stock is destroyed, We pay You the wholesale cost to replace the Stock at the time it was destroyed.

If an item of Stock is damaged, We replace, reinstate or repair the Stock that is damaged as far as possible to the condition it was in immediately before it was damaged, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so.

We only pay up to the sum insured shown on the certificate of insurance for 'Stock' for all claims for damage or destruction of Stock arising out of the one event.

### Vehicles

If a Vehicle is damaged We repair the part of the Vehicle that is damaged as far as possible to the condition it was in immediately before it was damaged using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so. We only pay up to the sum insured shown on the certificate of insurance for 'Vehicles'.

If a Vehicle is destroyed, We pay You:

- what it would cost to buy a vehicle of a similar make, model and condition (excluding registration and insurance) at the time it was destroyed; or
- the sum insured shown on the certificate of insurance for the Vehicle,

whichever is less.

### Limit on what We pay for all property

We only pay to reinstate, replace or repair a damaged wall, ceiling or fixed floor covering in the room where the damage occurred.

### **Limit on what We pay for loss or damage directly caused by accident (event 1)**

We only pay up to \$10,000 or the amount shown on the certificate of insurance (whichever is greater), for all claims for loss or damage directly caused by event 1 - 'accident', arising out of the one event.

### **Additional benefits**

The amount We pay for an additional benefit is reduced by the amount payable for that benefit under any other policy in this Plan We issue to You.

**The following additional benefits are in addition to any sums insured shown on the certificate of insurance for 'Building', 'Stock', 'Vehicles' and 'Other Property'.**

#### **Costs**

If We have paid or agreed to pay a claim for damage to insured property, We pay up to \$10,000 or the amount shown on the certificate of insurance (whichever is greater), for each of (a) to (d) below towards the following costs You reasonably incur as a consequence of that damage for all claims arising out of the one event:

- (a) demolition, clearing debris and temporary repairs at or adjoining the Business Premises
- (b) architects', surveyors' and legal fees
- (c) extinguishing fires at or adjoining the Business Premises, including Employees' wages and the cost to replenish Your fire fighting equipment
- (d) the restoration of Your Business records and books of account.

#### **Employees' tools, equipment and personal effects**

If an insured event directly causes physical damage to an Employee's tools, equipment or personal effects at the Business Premises during the Period of insurance, We pay up to \$5,000 or the amount shown on the certificate of insurance (whichever is greater), towards the reasonable cost to repair or replace the damaged tools, equipment or personal effects.

This benefit is otherwise subject to the terms of this policy.

*If You are an incorporated association, an Employees' tools, equipment and personal effects includes a members' tools, equipment and personal effects.*

*If You are a company, 'Employees' includes Your directors.*

#### **Escape of liquid**

If liquid overflows, leaks or bursts from a fixed system at the Business Premises during the Period of Insurance and damages or is likely to damage insured property, We pay for the reasonable cost You incur to investigate the cause of damage or likely damage.

If a fire brigade attends the Business Premises during the Period of Insurance to shut off the water supply because of an accidental discharge of water from an automatic sprinkler or drencher system, We pay:

- the cost charged by the fire brigade for its attendance; and
- the reasonable cost You incur to remove water from the Business Premises or to clean up the Business Premises,

as a consequence of the discharge of the water and the attendance of the fire brigade.

We pay up to \$25,000 for all claims for this benefit arising out of the one event.

We do not pay to repair or replace any faulty part identified by the investigation, but We pay the cost to repair any damage directly caused by the investigation.

We only pay this benefit if 'Buildings' is shown on the certificate of insurance.

#### **Loss of rent**

If We have paid or agreed to pay a claim for damage to a Building, We pay the rental income You lose if:

- at some time during the 60 days prior to the date on which the damage occurred, the Building was occupied by a tenant; and
- the Building is uninhabitable as a direct result of the damage.

We pay up to \$5,000 or the amount shown on the certificate of insurance for 'Loss of rent' (whichever is greater).

We stop paying for loss of rent once We replace, reinstate or repair the damage to the Building or pay You to do so or the Building becomes habitable.

#### **Plants, shrubs, trees, turf and lawn**

We pay up to \$10,000 or the amount shown on the certificate of insurance

for 'Landscaping' (whichever is greater), for physical loss of or physical damage to plants, shrubs, trees, turf and lawn at the Business Premises during the Period of insurance directly caused by event 2-5 or 7-10.

This benefit is otherwise subject to the terms of this policy.

#### **Seasonal increase for Stock**

We automatically increase the sum insured shown on the certificate of insurance for 'Stock' by 30% or the percentage shown on the certificate of insurance (whichever is greater), during the following periods and any additional periods shown on the certificate of insurance:

- midnight 31 October to midnight 31 January
- from 30 days before Good Friday to 10 days following Easter Sunday inclusive.

*Please speak to Us if You would like a higher percentage or an extended period (for which an additional premium will be payable).*

**The following additional benefits are included in the sum insured shown on the certificate of insurance for 'Building', 'Stock', 'Vehicles' and 'Other Property'.**

#### **Compensation for reduced floor space**

If We have paid or agreed to pay a claim to replace or reinstate a Building and a government or statutory authority prevents You from fully replacing or reinstating the Building and this results in the reduction of the floor space of the Building then, in addition to any amount payable to replace or reinstate the Building, We will pay You the difference between:

- the actual reasonable costs You incur to replace or reinstate the Building with reduced floor space; and
- the estimated reasonable cost to fully replace or reinstate the Building at the time it was damaged.

#### **Costs connected with rebuilding**

If We have paid or agreed to pay a claim to replace or reinstate a Building, We pay the extra cost You reasonably incur to comply with a requirement of a public authority in relation to rebuilding the Building (but not the cost for work required before the damage occurred).

We only pay this benefit if We have approved the cost before You incur it and You rebuild the Building within a reasonable time.

### Temporary removal

This policy is extended to insure You against physical loss of or physical damage to Other Property and Stock during the Period of Insurance directly caused by event 1 - 9 while:

- You are temporarily storing the Other Property or Stock at premises in Australia other than the Business Premises
- the Other Property or Stock is in Transit between the Business Premises and any other premises where You are storing or intend to temporarily store any of them.

We do not pay a claim for this benefit if at the time:

- of the loss or damage You intended to sell the Other Property or Stock at or from the other premises; or
- the Other Property or Stock left the Business Premises You had sold or agreed to sell any of them.

We pay up to:

- 30% of the combined sum insured shown on the certificate of insurance for the 'Other Property' and 'Stock'; or
- what We would have paid under this policy if the loss or damage had occurred at the Business Premises,

whichever is less.

This benefit is otherwise subject to the terms of this policy.

## Optional benefits

### Book debts

If a sum insured is shown on the certificate of insurance for 'Book debts', this policy is extended to insure You for an account receivable for goods or a service You provide in connection with the Business.

We pay a claim only if the records You require to collect or substantiate an account receivable have been damaged beyond use by an event for which We have paid or agreed to pay a claim under this policy.

We pay an amount based on the trend of accounts receivable in the 12 month period immediately before the loss or damage (or any lesser period if the Business has not been operating for 12 months).

We do not pay for:

- an account receivable which We consider You could collect easily or with reasonable effort
- a bad debt provision
- an account receivable which is the subject of a recovery action at the time of the loss or damage
- collection fees
- recovery costs.

We pay up to the sum insured shown on the certificate of insurance for 'Book debts' for all claims arising out of the one event.

### Customers' property

If a sum insured is shown on the certificate of insurance for 'Customers property', this policy is extended to insure You against physical loss of or physical damage to property owned by a customer of the Business (except for cash, cheques or negotiable instruments), provided that:

- the loss or damage occurred during the Period of insurance; and
- the loss or damage was directly caused by event 1 -10; and
- the loss or damage occurred at the Business Premises or at the premises of the customer that owned the property or at a place in Australia where You were temporarily storing the property; and
- when the loss or damage occurred the property was in Your physical or legal possession, custody or control to repair, service, maintain or store in connection with the Business; and
- We would have paid the claim under this policy if the property had belonged to You.

We pay up to the sum insured shown on the certificate of insurance for all claims for 'Customers property' arising out of the one event.

This benefit is otherwise subject to the terms of this policy.

### Mortgage protection for a unit

You have this insurance if the Business Premises is a unit which is mortgaged and 'Mortgage protection' is shown on the certificate of insurance.

If a body corporate is required by law to insure the unit for damage and the unit is damaged by an insured event, We pay the mortgagee (for Your benefit):

- the sum insured shown on the certificate of insurance for 'Mortgage protection'; or
- the amount of the damage; or
- the difference between the amount sufficient at the date of the damage to discharge the mortgage and the amount by which the proceeds under the policy taken out by the body corporate are insufficient to cover the damage,

whichever is less.

## Inflation protection

We automatically adjust the sums insured for Buildings by the percentage increase (if any) in the 'Australian Bureau of Statistics June Quarter Consumer Price Index (Key figures: weighted average of eight capital cities all groups June Quarter to June Quarter percentage change)' when We offer to renew this policy. Where the Period of Insurance is less than 365 days We only increase the sum insured every 365th day You are insured with Us under this policy or a renewed policy. We will base the renewal premium on the increased sum insured.

## Special conditions

### Reinstatement of sum insured

If a sum insured is shown for an item on the certificate of insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was accepted that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We required
- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

*If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item*

### Unoccupied Business Premises

This policy does not insure You if the Business Premises are left unoccupied for more than 60 consecutive days unless:

- You tell Us before the 60 days begin and We agree to continue to insure Your Business; and
- You ensure that all gates, doors and windows are left securely locked.

## Special definitions of words used in this policy

**Building** means a building, outbuilding, garage and carport at the Business Premises.

**Building** includes a fixture and fitting, service, wall, gate, fence, mast, aerial, satellite dish and other improvement of a structural nature at the Business Premises, which You own or for which You are legally liable.

**Building** does not include a playing surface for a sporting or recreational activity.

**Economiser** means a device that preheats air or fuel to take pressure off a heating element or to help save on fuel.

**Other Property** means property which You own or for which You are legally liable and which is used in connection with the Business.

**Other Property** does not include:

- a Building or Stock
- natural resources
- trees, plants, shrubs, turf, lawn, grass, vines, crops or landscaping
- a living creature
- money, stamps, credit or cash cards or a negotiable instrument
- jewellery, furs, bullion, precious metals or stones
- a vehicle, train or rolling stock, aircraft, boat, jet ski, or a spare part or accessory in or on it.

**Stock** means stock in trade and merchandise (including raw and packaging materials) of the Business which You own or for which You are legally liable.

**Vehicle** means a Business vehicle which You own or for which You are legally liable and which is shown on the certificate of insurance.

**Vehicle** does not include:

- a vehicle falling within the description of Stock
- a train or rolling stock, aircraft, boat, jet ski, or a spare part or accessory in or on it.

# Business interruption policy

*This policy insures You against a loss of Gross Profit as a consequence of interruption to Your Business.*

*We calculate Your loss of Gross Profit in accordance with the formulae shown in the policy.*

*You only have this policy if the risk 'Business interruption' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on pages 10 and 11 apply to words used in this policy.*

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## What You are insured against

This policy insures You against loss of Gross Profit due to a reduction in Turnover as a consequence of interruption to the Business that commences during the Period of Insurance as a result of damage to or theft of property:

- used by the Business at the Business Premises; and
- occurring during the Period of Insurance.

You are only insured under this policy if:

- We have paid or agreed to pay a claim for the damage to or theft of the property under Our Business property damage policy or Burglary and theft policy in this Plan; or
- We would have agreed to pay a claim for the damage to or theft of the property had that property been insured under Our Business property damage policy or Burglary and theft policy in this Plan.

## What is not insured

**This policy does not insure You against any loss or that part of any loss which occurs:**

### 1 after:

- the elapse of the number of months shown on the certificate of insurance as the 'Indemnity period', calculated from the date on which the damage to or theft of property occurred
- You formally decide to close or discontinue the Business, or that part of the Business directly affected by the damage to or theft of property
- a receiver or liquidator is appointed to carry on the Business
- the Business is commenced to be wound up

### 2 as a result of breach of contract.

## What We pay

### When We pay in accordance with the first formula

We pay in accordance with the first formula below if:

- the interruption totally or substantially prevents You from operating the Business for at least 1 day but no more than 3 months; and
- within 21 days of the date on which the interruption first totally or substantially prevents You from operating the Business, You notify Us in writing that You elect to be paid in accordance with the first formula.

### First formula

$$\frac{A \times C}{B}$$

Where:

- A** is the period (in months or parts of a month) the Business is totally or substantially interrupted, not exceeding 3 months
- B** is the number of months shown on the certificate of insurance as the 'Indemnity period'
- C** is the sum insured shown on the certificate of insurance for 'Loss of Gross Profit'.

e.g. the Business is totally or substantially interrupted for 2.5 months. 6 months is shown on the certificate of insurance as the 'Indemnity period' and \$120,000 as the sum insured.

Therefore A=2.5, B=6 and C=\$120,000

$$\frac{2.5 \times \$120,000}{6}$$

$$= \$50,000$$

### When We pay in accordance with the second formula

We pay in accordance with the second formula below if:

- the first formula does not apply; or
- the first formula applies but You do not elect to be paid in accordance with the first formula within the 21 day period.

If the interruption totally or substantially prevents You from operating the Business for more than 3 months but You elected to be paid in accordance with the first formula within the 21 day period, then:

- We will pay You at least the amount that would have been payable to You if the first formula applied for the first 3 month period; and
- an amount paid to You by reason of Your election will be treated as an advance towards the amount payable to You in accordance with the second formula.

### Second formula

The result of D minus E to the extent that the difference is due to reduction in Turnover.

Where:

- D** is the Gross Profit which the Business probably would have achieved during the period of interruption if not for the interruption, not exceeding the sum insured shown on the certificate of insurance for 'Loss of Gross Profit'
- E** is the actual Gross Profit of the Business during the period of interruption as a consequence of the interruption.

*In calculating the Gross Profit which the Business probably would have achieved during the period of interruption if not for the interruption, We will have regard to the experience of the Business for a 12 month period leading up to the interruption (assuming the Business has been operating for that amount of time). So it is important to keep and maintain proper business records for that period.*

If We pay in accordance with the second formula, We also pay for additional expenditure You reasonably incur for the sole purpose of avoiding or diminishing reduction in Turnover as a result of the interruption, but only up to the amount of the insured loss of Gross Profit thereby avoided.

### Limits on what We pay under both the first and second formulae

We pay up to:

- the sum insured shown on the certificate of insurance for 'Loss of Gross Profit' as a consequence of all interruptions to the Business during the Period of Insurance; or
- the amount that would have been payable had the property which was damaged or stolen been repaired, replaced or reinstated within a reasonable period,

whichever is less.

## Additional benefits We pay for a first or second formula payment

We only pay a claim for the following benefits if We would have paid a claim for the damage to the property if it had been insured under Our Business property damage policy or Burglary and theft policy in this Plan.

### Commercial complexes

We treat physical damage to property of a major tenant at the complex in which the Business is located which directly results in less customers visiting the Business as if it was damage to property used by the Business at the Business Premises.

This benefit is otherwise subject to the terms of this policy.

### Public utilities extension

We treat physical damage to a land based:

- electricity sub-station
- gas or water pumping station
- water or sewerage plant

located in the vicinity of the Business Premises and which provides a service to the Business as if it was damage to property used by the Business at the Business Premises.

We do not pay for any loss sustained by the Business as a consequence of that damage in the first 48 hours following the damage.

This benefit is otherwise subject to the terms of this policy.

### Prevention of access to the Business Premises

We treat physical damage to property in the vicinity of the Business Premises which prevents or hinders access to the Business Premises as if it was damage to property used by the Business at the Business Premises.

This benefit is otherwise subject to the terms of this policy.

### Storage sites

We treat physical damage to property in Australia used in connection with the Business which You store at a commercial storage site or at other premises which You own or lease as if it was damage to property used by the Business at the Business Premises.

This benefit is otherwise subject to the terms of this policy.

### Suppliers' and customers' premises

We treat physical damage to property in Australia at:

- Your suppliers' premises; or
  - Your customers' premises,
- as if it was damage to property used by the Business at the Business Premises.

Your 'suppliers' do not include a public utility.

This benefit is otherwise subject to the terms of this policy.

## Optional benefit

### Accountant fees

If You satisfy Us that You have a claim under this policy, We will pay the reasonable cost Your accountant charges to do work to satisfy Us of the amount of Your loss, but only up to the sum insured shown on the certificate of insurance for 'Accountant fees' for this policy.

## Special condition

### Keeping records

You must keep and maintain proper Business records.

If You are making a claim, You must give Us:

- access to Your Business records
- any information and help We may need in dealing with a claim

## Special definitions of words used in this policy

**Gross Profit** means the Turnover of the Business less Variable Costs.

**Turnover** means the money paid or payable to You for:

- merchandise sold and delivered (after adjustments for opening and closing stocks)
- services rendered
- rent.

**Variable Costs** means:

- wages; and
- costs,

of the Business which vary in direct proportion to Turnover.

# General property policy

*This policy insures You against accidental loss of or damage to or theft of:*

- *General Property if 'General Property' is shown on the certificate of insurance*
- *Your beehives, the bees and honey in them and honey extracted from them if 'Beehives' is shown on the certificate of insurance*
- *Stock if 'Stock' is shown on the certificate of insurance*
- *Other Property if 'Other Property' is shown on the certificate of insurance.*

*You only have this policy if the risk 'General property' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on pages 10 and 11 apply to words used in this policy.*

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<b>What is not insured</b>	<b>22</b>
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## What You are insured against

This policy insures You against accidental loss of, accidental damage to or theft of:

- General Property if 'General property' is shown on the certificate of insurance
- Your beehives, the bees and honey in them and honey extracted from them if 'Beehives' is shown on the certificate of insurance
- Stock if 'Stock' is shown on the certificate of insurance
- Other Property if 'Other Property' is shown on the certificate of insurance,

occurring in Australia during the Period of Insurance.

You are only insured for theft (other than theft of beehives, bees and honey) if it is consequent upon:

- someone gaining entry to the securely locked part of a building or vehicle which contained the insured items at the time by causing physical damage to the building or vehicle at the point of entry and evidence of the damage can be clearly seen; or
- the damage or destruction of a substantial anti-theft device that was attached to the insured item and a stanchion at the time; or
- the theft of a vehicle which contained the insured items at the time.

## What is not insured

This policy does not insure You against:

### 1 loss or damage directly or indirectly caused by or arising out of:

- pets, moths, insects or vermin
- an animal kept at the Business Premises
- loss of weight or protein
- a change in taste, flavour, odour, colour, texture or finish
- contamination, evaporation, pollution, smut or smoke from an industrial operation
- dampness of atmosphere
- a sudden variation in atmospheric conditions
- germs, disease, virus, bacteria or other contagion

- a latent fault or the inherently harmful nature of a product
- a manufacturing process
- adjusting, testing or servicing operations
- a structural fault, faulty workmanship or faulty materials
- faulty design, formula, specification, plan or pattern
- wear, tear, fading, rust, corrosion, oxidation, gradual deterioration or exposure to light or darkness
- scratching, splitting or tearing
- fraud
- data corruption
- breakage of glass
- lack of maintenance

### 2 loss or damage directly caused by:

- rain, hail or snow to an insured item unless contained in a secured building or vehicle when the loss or damage occurs
- Flood
- sea or tidal wave (even if directly caused by an earthquake)
- Storm Surge or tsunami
- lightning, unless the evidence of damage by lightning can be clearly seen on the item damaged
- a process involving the deliberate application of heat (only the thing intended to be heated is not insured)
- earth movement (except earthquake) no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion or heaving

### 3 mechanical, electrical, hydraulic or electronic breakdown, failure, malfunction or derangement of a machine or electrical or electronic device

### 4 loss or damage recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement

### 5 theft by an Employee or a number of Employees acting in collusion

### 6 mildew or mould or wet or dry rot or loss or damage directly or indirectly caused by or arising out of mildew or mould or wet or dry rot.

## What We pay

If an item of Stock, General Property, beehives or Other Property is damaged, We replace, reinstate or repair the item that is damaged as far as possible to the condition it was in immediately before it was damaged, using materials that are available in Australia. Or, at Our option, We pay You the reasonable cost to do so.

If an item of General Property, beehives or Other Property is lost or destroyed, We pay to replace the item as new at the time it was lost or destroyed.

If an item of Stock is lost or destroyed, We pay the wholesale cost to replace the Stock at the time it was lost or destroyed.

We pay up to the sum insured shown on the certificate of insurance for all items of General Property, beehives, Stock and Other Property which are lost, stolen or damaged for all claims arising out of the one event.

### Limit on what We pay for certain items

We pay the stationery value only for a lost, destroyed, stolen or damaged computer record, document, manuscript or business book.

## Special condition

### Reinstatement of sum insured

If a sum insured is shown for an item on the certificate of insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was accepted that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We required
- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

*If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item.*

## Special definitions of words used in this policy

**General Property** means the property shown on the certificate of insurance.

**Other Property** means:

- property which:
  - You own or for which You are legally liable; and
  - is used in connection with the Business

**Other Property** does not include:

- General Property, beehives or Stock
- a natural resource
- money, stamps, credit or cash cards or a negotiable instrument
- a building
- a tree, plant, shrub, vine or crop
- a living creature
- jewellery, furs, bullion, precious metals or stones
- a vehicle, train or rolling stock, aircraft, boat, jet ski, or spare part or accessory in or on it
- patterns, models, moulds, plans and designs
- a picture, painting, work of art or curio.

**Stock** means stock in trade and merchandise of the Business which You own or for which You are legally liable, but does not include trees, plants, shrubs, vines or crops.

# Business legal liability policy

*This policy insures You against Your legal liability to others in connection with Your Business.*

*You only have this policy if the risk 'Business legal liability' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on pages 10 and 11 apply to words used in this policy.*

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**If You are an incorporated association, 'You' includes a member of the association.**

## What You are insured against

This policy insures You against Your legal liability to pay compensation for Personal Injury or Damage to Property directly caused by an Occurrence that happens:

- during the Period of Insurance; and
- in connection with the Business; and
- anywhere in the world other than the United States of America or Canada or their protectorates or dependencies.

*This policy does not insure You against Your liability for or in respect of a product You sold or supplied if 'No cover for product liability' is shown on the certificate of insurance - see below 'What is not insured : 10 Products on page 26'.*

## What is not insured

This policy does not insure You against a liability:

### 1 Agreements

- that arises pursuant to or in connection with an agreement, to the extent that in that agreement You:
  - expressly take on a legal liability which You would not have had if that agreement had not been made, unless the liability is in relation to a claim:
    - \* by a lessor for Damage to Property pursuant to the terms of a lease of premises You lease and occupy in connection with the Business; or
    - \* for 'Principal's indemnity' as described in the Additional benefits on page 28
  - expressly give up a right which You would have had if the agreement had not been made

### 2 Aircraft and landing areas

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - a product that is or is intended to be incorporated or installed in or on an aircraft or aerial device

- the use of an aircraft or aerial device
- Your ownership, occupation or control of a property, building, or structure normally used as a landing area or in or on which aircraft are housed, maintained or operated, unless:
  - \* the liability does not directly arise out of such use; or
  - \* 'Landing areas' is shown on the certificate of insurance and the Personal Injury or Damage to Property occurs at the Business Premises.

### 3 Construction

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - You or a Person for or on Your behalf erecting, demolishing, altering or adding to a building or structure if the value of the erection, demolition, alteration or addition when finished will be more than \$1,000,000; or
  - vibration, tunnelling, underpinning or the removal or weakening of or interference with the support of land, property or a building or structure

### 4 Compulsory insurance

- if You are required by law to be insured against that liability under another policy of insurance

*For example, You may be required by law to be insured against that liability by a workers' compensation policy, a motor vehicle third party personal injury policy or a professional indemnity policy.*
- if You are entitled to be indemnified against that liability under another policy of insurance taken out by some other Person.

### 5 Defamation

- for defamation.

### 6 Disease

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - Avian Influenza ('bird flu'); Bovine Spongiform Encephalopathy or Creutzfeldt-Jakob Disease ('mad cow disease'); Sudden Acute Respiratory Syndrome ('SARS'); or any strain or mutant variation of any of these

- a disease declared by the Governor General, by proclamation, to be a 'quarantinable disease' under the Commonwealth Quarantine Act 1908.

### 7 Lack of performance

- for compensation for delay or lack of performance under a contract made by or for You or on Your behalf.

### 8 Partnership

- of a partner to another partner where the partnership is an insured under this policy.

### 9 Pollution

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater), unless the discharge, dispersal, release or escape is directly caused by:
  - a sudden event which takes place at a clearly identifiable point in time during the Period of Insurance and which You did not expect or intend and a reasonable person in Your position with Your knowledge and experience would not have expected
- for a cost incurred to prevent, remove, nullify or clean up an actual, alleged or threatened discharge, dispersal, release or escape as described above, unless the cost is the direct consequence of a sudden event which:
  - takes place at a clearly identifiable point in time during the Period of Insurance and which You did not expect or intend and a reasonable person in Your position with Your knowledge and experience would not have expected it; and
  - results in Personal Injury or Damage to Property.

## 10 Products

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - a product You sold or supplied if ‘No cover for product liability’ is shown on the certificate of insurance
  - a genetically engineered or genetically modified substance or organism You manufactured or imported
  - the inherently harmful nature of a product You sold or supplied
  - the faulty design, formula, specification, plan or pattern of a product You sold or supplied, but only if You, an Employee or Your agent was directly involved in some or all of the design, formula, specification, plan or pattern of the product
  - an error or omission in a direction or advice which You or anyone for whom You are liable gave in connection with or relating to the use or storage of a product You sold or supplied
  - a fault in a product You sold or supplied which You, an Employee or Your agent knew or ought to have known about at the time the product left Your physical or legal possession, custody or control
- for the failure of a product You sold or supplied to meet the level of performance, quality, fitness or durability You represented either expressly or impliedly
- for the cost to:
  - investigate the cause of a fault of a product You sold or supplied; or
  - trace, recall, repair or replace a product or refund the purchase price for a product You sold or supplied.

## 11 Professional duty

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of a breach of a Professional Duty owed by:
  - You; or
  - anyone for whom You are liable.

## 12 Sport and recreation

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:

- an activity involving:
  - \* power boating, aquaplaning, jet skiing, waterskiing or an underwater activity
  - \* flying, gliding, parachuting, skydiving or hot air ballooning
- for Personal Injury to a paying guest or a person staying with or visiting the guest directly or indirectly caused by or arising out of an activity involving the guest or that person riding:
  - an animal unless ‘Animal riding’ is shown on the certificate of insurance
  - a motorcycle, trail bike or scooter unless ‘Cycle riding’ is shown on the certificate of insurance.
- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - an activity involving:
    - \* canoeing, kayaking or white water rafting
    - \* abseiling, rock climbing, mountaineering or caving
    - \* ski jumping or bungee jumping
    - \* hunting on horseback, rodeo, horse or harness training, trialling or racing or polo
    - \* the use of any chair lift, cable car or flying fox
  - the organised playing, training or coaching of:
    - \* football of any kind
    - \* water polo
    - \* hockey or lacrosse
    - \* basketball or netball
    - \* wrestling, boxing or a martial art.

## 13 Territorial limits

- for a claim brought:
  - in the United States of America or Canada or their protectorates or dependencies
  - in a country other than Australia in which You are represented by a branch office, an agent or an Employee
  - in Australia based upon or to enforce a claim described in the first or second dash above
- for a claim brought against You for the faulty nature, condition or

quality of a product in a country other than Australia in which the law of that country requires liability in respect of a product sold or supplied to be insured or secured with an insurer or organisation which is licensed in that country to grant such insurance or security

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - a product sold or supplied by You unless that product directly caused the Occurrence and was sold or supplied by You in Australia in connection with the Business
  - a product sold or supplied by You and exported to the United States of America or Canada or their protectorates or dependencies.

## 14 Transit

- for damage to property You are transporting for reward in or on a vehicle (including the loading and unloading of the vehicle and the packing, unpacking, stacking and unstacking of the property being transported) while in Your physical or legal possession, custody or control.

We will not apply this exclusion to a liability for damage to a vehicle, boat or jet-ski if the liability for that damage is not also excluded by ‘17 Vehicles, boats and jet ski’s’.

## 15 Treatment

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of treatment, other than:
  - a first aid service prescribed or administered by You or on Your behalf
  - a hairdressing or beautician service where the Business shown on the certificate of insurance is ‘Hairdresser’ or ‘Beautician’ and the service is provided in connection with the Business and is:
    - \* ordinarily provided in a hairdressing or beauty salon; and
    - \* performed by a suitably trained and competent person.

## 16 Underground services

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - loss of or damage to an underground service or underground property unless at the time the Occurrence happened the person who caused the loss or damage:
    - \* could readily see the underground service or underground property; or
    - \* could not readily see the underground service or underground property and was not aware (and could not reasonably have been aware) of the exact location of the underground service or underground property.

*For example, Telstra advise that they are a member of the 'Dial Before You Dig' service which enables people to find out about various underground services in the area in which they intend to dig. We will rely on this exclusion if You damage a Telstra or other underground service without having utilised the 'Dial Before You Dig' service to check the location of underground services.*

## 17 Vehicles, boats and jet skis (including any attachment to them)

- for loss of or damage to a vehicle, boat or jet ski in Your physical or legal possession, custody or control unless:
  - You normally repair, service, maintain or store vehicles, boats or jet skis in the course of the Business and the Occurrence happens:
    - \* in the course of the Business; and
    - \* at Your Place of Work or whilst the vehicle, boat or jet ski is:
      - ◇ parked or being parked within a 0.5 kilometre radius; or
      - ◇ being tested within a 20 kilometre radius; or
      - ◇ being collected or delivered to a customer within a 75 kilometre radius, of Your Place of Work

- in the case of physical loss of or physical damage to a vehicle, at the time of the Occurrence:
  - \* You had agreed to hire the vehicle for not more than 72 hours; and
  - \* You were using the vehicle in connection with the Business
- for Damage to Property directly or indirectly caused by or arising out of the use of a registered vehicle, unless at the time of the Occurrence the vehicle is being used in connection with the Business and:
  - it belongs to a customer and is being driven or operated by You for the sole purpose of it being:
    - \* parked within a 0.5 kilometre radius; or
    - \* tested within a 20 kilometre radius; or
    - \* collected or delivered to a customer within a 75 kilometre radius, of Your Place of Work; or
  - You had agreed to hire the vehicle for a period of not more than 72 hours; or
  - the loss or damage is to the property of a customer (other than a vehicle, boat or jet ski) which is in transit between the Business Premises and the customer's premises or any other place for the purpose of You repairing, servicing or maintaining it; or
  - in circumstances where the law does not require it to be registered

**Notwithstanding anything said above, You are not under any circumstances insured against a liability for loss of or damage to a vehicle, boat or jet ski or for a liability for loss of or damage to property or Personal Injury directly or indirectly caused by or arising out of the use of a vehicle, boat or jet ski if at the time of the Occurrence:**

- any of the matters mentioned in any bullet point under the heading 'What is not insured for legal liability' of Our motor vehicle policy on pages 71 and 72 in this Plan has arisen or occurred; or

- the vehicle, boat or jet ski was:
  - not registered when the law required it to be registered
  - unsafe or unroadworthy (in the case of a vehicle) or unsafe or unseaworthy (in the case of a boat or jet ski)
  - part of the stock in trade of the Business
  - carrying, lifting or towing a heavier load or carrying more passengers than designed for or permitted by law
  - carrying a passenger for payment
  - being used in an experiment, stunt, racing, pace-making, a reliability trial, speed or hill climbing, a sporting event or a demonstration
  - being driven, towed, operated by, or in charge of a person who:
    - \* did not have a licence or ticket required by law
    - \* was under the influence of alcohol or a drug
    - \* had more than the legal limit of alcohol or a drug in their blood; or
    - \* subsequently refused to undergo a legal test for the amount of alcohol or a drug in their blood in connection with their driving, towing, operating or being in charge of the vehicle, boat or jet ski.

If You were not the driver or the person operating or in charge of the vehicle, boat or jet ski at the time of the Occurrence, We will not rely on the exclusion described in this 'dash' if You can satisfy Us that at the time of the Occurrence You did not know, and could not reasonably have known, that the driver or person operating or in charge of the vehicle, boat or jet ski:

- ◇ did not have the required licence or ticket; or
- ◇ was or might be under the influence of alcohol or a drug.

## 18 Workmanship

- for the cost to do, redo, complete, correct or improve any work (including the supply of materials or parts) which You or anyone for You or on Your behalf did or should have done in the first place.

This exclusion does not apply to Your liability for Damage to Property or Personal Injury as a consequence of the work You or anyone on Your behalf did or should have done.

### 19 You, Your Family, Employees, customers, guests, visitors and workers

- for loss of or damage to property belonging to or being rented, hired, leased or hire purchased by:
  - You, unless it is to:
    - \* premises You lease and occupy in connection with the Business
    - \* a vehicle
  - a member of Your Family or a person who lives with You or a member of Your Family permanently
  - an Employee if the loss or damage arises out of or in the course of their employment with You
- for Personal Injury to:
  - You or a member of Your Family or a person who lives with You or Your Family permanently
  - an Employee if the Personal Injury arises out of or in the course of their employment with You
  - a person working with You under a government scheme.

## What We pay

### Limit any one Occurrence

We pay up to the 'Limit of indemnity any one Occurrence' shown on the certificate of insurance for any one Occurrence unless the claim is for loss of or damage to property in Your physical or legal possession, custody or control, in which case We only pay up to \$250,000 or the sum insured shown on the certificate of insurance for 'Property in Your physical or legal control', whichever is greater.

### Aggregate limit for product liability

We pay up to the limit shown on the certificate of insurance for 'Aggregate limit for product liability' for liability for all Occurrences that happen during the Period of insurance and are directly or indirectly caused by or arise out of a product You sold or supplied.

### Aggregate limit for pollution liability

We pay up to the limit shown on the certificate of insurance for 'Aggregate

limit for pollution liability' for liability for all Occurrences that happen during the Period of Insurance and give rise to a liability to pay:

- compensation for pollution; or
- for the cost to prevent, remove, nullify or clean up any actual, alleged or threatened pollution.

### Other policies

The limits described are the maximum We pay under this policy and under any other policies We issue to You under this Plan even though You may have a claim under another policy.

## Additional benefits

### Car parks

You are entitled to this benefit if:

- You own or operate a car park for the purpose of renting car park space to the public; or
- the Business is a hospitality business and You normally provide a car parking service to Your customers.

This policy is extended to insure You against legal liability for Personal Injury or Damage to Property directly caused by a vehicle in Your physical or legal possession, custody or control if:

- the Personal Injury or Damage to Property is directly caused by an Occurrence which happens during the Period of Insurance in connection with the Business; and
- the Occurrence happens within a 0.5 kilometre radius of the Business Premises; and
- the Occurrence is not directly caused by and does not arise directly or indirectly out of the servicing, repairing or maintenance of any vehicle; and
- the vehicle does not belong to You and is not used by You, for You or on Your behalf independently of the Business; and
- the owner of the vehicle is not required by law to be insured against the liability under another policy of insurance.

This benefit is otherwise subject to the terms of this policy.

### Legal costs

If We agree to indemnify You for a liability You may have for a claim made against You, We pay the reasonable legal costs You incur with Our prior written consent to defend or settle the claim.

This benefit is in addition to the 'Limit of indemnity limit any one Occurrence' shown on the certificate of insurance.

### Principal's indemnity

This policy extends to indemnify a principal with whom You have contracted against the legal liability of the principal directly caused by work You perform in connection with the contract, but only to the extent this insurance is required by that contract.

This benefit is otherwise subject to the terms of this policy.

## Special conditions

### Discharge of liabilities

We may pay You the amount of the 'Limit of indemnity' shown on the certificate of insurance (after We deduct any sums We have already paid), or any lesser sum for which the claim can be settled, in respect of a claim. If We make such a payment We will relinquish the conduct of the claim and have no further liability in connection with the claim.

### Keeping records

During the Period of Insurance and for 10 years following the Period of Insurance, You must retain:

- the names and addresses of the suppliers and manufacturers of any product or component You purchase which You sell, supply or work on
- all documents relating to the purchase of such products and components and which describe the nature and date of any work You perform
- the names and addresses of the purchasers of the products You sell or supply
- all documents relating to the sale or supply of products.

### Reminder

*As mentioned on page 8 of this Plan, You must not, without Our prior consent, negotiate, pay or settle a claim by or against anyone else for the loss, damage or injury.*

## Special definitions of words used in this policy

**Medical Practitioner** means a medical practitioner as defined in the legislation governing the conduct of medical practitioners in the State or Territory of Australia in which this policy is issued.

**Professional Duty** means:

- the duty owed in a professional capacity by a Medical Practitioner, veterinary surgeon, lawyer, accountant, engineer, insurance broker, finance broker, financial advisor, real estate agent or architect; and
- any other professional duty noted on the certificate of insurance as a 'Professional duty'.

**Your Place of Work** means the Business Premises or any other place in Australia at which You are repairing, servicing or maintaining a vehicle, boat or jet ski.

# Machinery breakdown policy

*This policy insures You against:*

- Breakdown of a Machine
- Explosion or Collapse of a boiler, Economiser or pressure vessel
- deterioration of stock in trade.

*You only have this policy if the risk 'Machinery breakdown' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on pages 10 and 11 apply to words used in this policy.*

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## What You are insured against

This policy insures You against:

- Breakdown of a Machine (other than a boiler, Economiser or pressure vessel)
- Explosion or Collapse of a boiler, Economiser, or pressure vessel shown on the certificate of insurance
- deterioration of Stock and deterioration of customers' goods for which You are legally liable if 'Deterioration of Stock' is shown on the certificate of insurance,

at the Business Premises during the Period of Insurance.

You are only insured for deterioration of Stock and deterioration of customers' goods if the deterioration occurs whilst the Stock or customers' goods are in a cold storage compartment and the deterioration is directly caused by:

- a failure of the refrigeration process as a direct consequence of the Breakdown of a Machine (other than a boiler, Economiser, pressure vessel or electronic device)
- contamination by refrigerant escaping into the cold storage compartment as a direct consequence of the Breakdown of a Machine (other than a boiler, Economiser, pressure vessel or electronic device)
- failure of a public power supply occurring outside the Business Premises but not if it is directly caused by:
  - a strike
  - a supplier deliberately cutting off, withholding or restricting the supply
- failure of a power supply directly caused by the operation of a protective device at the Business Premises.

## What is not insured

This policy does not insure You against:

### 1 the cost:

- to repair wear, tear, rust, corrosion, erosion, oxidation, scale or gradual deterioration
- of preventative maintenance, routine adjustment or cleaning

- of an alteration, addition, improvement, overhaul or non-essential repair
- to retrofit a Machine installation to accept an alternative refrigerant
- to repair or replace a scratched, painted or polished surface
- to repair or replace a belt, rope, wire, chain, tyre, filter, refrigerant dryer, fuse, electric heating element, electrical contact, thermostat, thermostatic expansion valve, gland packing, seal, cutting blade, die, refractory material, glass component, lubricant, fuel or operating medium

### 2 loss or damage directly or indirectly caused by or arising out of:

- a riot, civil commotion or industrial or political action
- vandalism
- theft or attempted theft
- a fault which You, an Employee or Your agent knew or ought reasonably to have known about at the time of the loss or damage
- the unsafe or unlawful operation of a Machine, a boiler, an Economiser or a pressure vessel
- fire, smoke, soot or extinguishment of fire
- impact by a vehicle, animal or aircraft
- subterranean fire or volcanic eruption
- earth movement no matter how caused, including earthquake, erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion or heaving
- wind, rain, hail, snow or lightning
- Flood
- sea or tidal wave
- Storm Surge or tsunami
- seepage or leakage from a vessel, tank, pipe or system
- a chemical explosion

### 3 loss or damage that is recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement.

## What We pay

### Machine, boiler, Economiser or pressure vessel

For Breakdown of a Machine or Explosion or Collapse of a boiler, Economiser or pressure vessel, We pay:

- the reasonable cost to repair the damaged item of equipment shown on the certificate of insurance; or
- what it would cost to buy a new item of a similar make and model, whichever is less.

We pay up to the sum insured shown on the certificate of insurance for all claims arising out of the one event.

### Deterioration of Stock and customers' goods

We pay the wholesale cost of the deteriorated Stock and customers' goods and the reasonable cost to remove debris.

We pay up to the sum insured shown for 'Deterioration of Stock' on the certificate of insurance for all claims arising out of the one event.

## Additional benefits

### Additional or replacement machines

If a Machine is insured under this policy, You are automatically insured up to the sum insured shown on the certificate of insurance for 'Machinery Breakdown and boiler Explosion any one event' until Your policy renewal date, for a machine that You:

- acquire during the Period of Insurance; and
- which is similar in type to a Machine shown on the certificate of insurance.

This benefit is otherwise subject to the terms of this policy.

### Replacement and repair of electric motors

If We have paid or agreed to pay a claim under this policy for damage to an electric motor, We also pay:

- for the reasonable cost You incur to hire a temporary replacement electric motor during the time taken to repair damage to an insured electric motor, not exceeding \$10,000 for all claims arising out of the one event; and

- up to \$1,000 or 10% of the sum insured shown on the certificate for the damaged electric motor (whichever is less) towards an air freight charge You incur because of the damage, but only if that charge is incurred with Our prior written consent.

*Repairs or replacement includes removal of debris and replacing refrigerant.*

### Seasonal increase for deterioration of Stock and customers' goods

We automatically increase the sum insured shown on the certificate of insurance for 'Deterioration of Stock' by 30% or the percentage shown on the certificate of insurance (whichever is greater) during the following periods and any additional periods shown on the certificate of insurance:

- midnight 31 October to midnight 31 January
- from 30 days before Good Friday to 10 days following Easter Sunday inclusive.

*If You would like a higher percentage or additional periods (for which an additional premium is payable) please discuss Your needs with Us.*

## Optional benefit

### The insurance cover for Business interruption

If 'Machinery Breakdown Business interruption' is shown on the certificate of insurance, this policy is extended to insure You against loss of Gross Profit due to a reduction in Turnover as a consequence of interruption to the Business that commences during the Period of Insurance as a result of Breakdown of a Machine, Explosion or Collapse of a boiler, Economiser or pressure vessel or deterioration of Stock or customers' goods which occurs:

- at the Business Premises; and
- during the Period of Insurance.

We only pay a claim for this benefit if We have paid or agreed to pay a claim under this policy for the Breakdown of a Machine, the Explosion or Collapse of a boiler, Economiser or pressure vessel or the deterioration of Stock or customers' goods which caused the interruption.

This benefit is otherwise subject to the terms of this policy.

### What is not insured for Business interruption

This benefit does not insure You against any loss or that part of any loss which occurs:

- after:
  - the elapse of the number of months shown on the certificate of insurance as the 'Indemnity period', calculated from the date on which the Breakdown, Explosion, Collapse or deterioration to the item occurred
  - You formally decide to close or discontinue the Business, or that part of the business directly affected by the damage or theft
  - a receiver or liquidator is appointed to carry on the Business
  - the Business is commenced to be wound up
- as a result of breach of contract.

### What We pay for Business interruption when We pay in accordance with the first formula

We pay in accordance with the first formula below if:

- the interruption totally or substantially prevents You from operating the Business for at least 1 day but no more than 3 months; and
- within 21 days of the date on which the interruption first totally or substantially prevents You from operating the Business, You notify Us in writing that You elect to be paid in accordance with the first formula.

#### First formula

$$\frac{A \times C}{B}$$

Where:

- A** is the period (in months or parts of a month) the Business is totally or substantially interrupted, not exceeding 3 months. We then deduct the number of days shown as the 'Deductible period' on the certificate of insurance

- B** is the number of months shown on the certificate of insurance as the 'Indemnity period' for 'Machinery Breakdown Business interruption'
- C** is the sum insured shown on the certificate of insurance for 'Machinery Breakdown Business interruption'.

*For an example of how this formula works see the example for the first formula set out in Our Business interruption policy on page 19 of this Commercial Plan.*

### What We pay for Business interruption when We pay in accordance with the second formula

We pay in accordance with the second formula if:

- the first formula does not apply; or
- the first formula applies but You do not elect to be paid in accordance with the first formula within the 21 day period.

If the interruption totally or substantially prevents You from operating the Business for more than 3 months but You elected to be paid in accordance with the first formula within the 21 day period, then:

- We will pay You at least the amount that would have been payable to You if the first formula applied for the first 3 month period; and
- any amount paid to You by reason of Your election will be treated as an advance towards the amount payable to You in accordance with the second formula.

#### Second formula

The result of D minus E, to the extent that the difference is due to reduction in Turnover.

Where:

- D** is the Gross Profit which the Business probably would have achieved during the period of interruption if not for the interruption, not exceeding the sum insured shown on the certificate of insurance for 'Machinery Breakdown Business interruption'
- E** is the actual Gross Profit of the Business during the period of interruption as a consequence of the interruption.

In calculating the period of interruption for the purpose of D and E, We deduct

the number of days shown as the 'Deductible period' on the certificate of insurance.

*In calculating the Gross Profit which the Business probably would have achieved during the period of interruption if not for the interruption, We will have regard to the experience of the Business for a 12 month period leading up to the interruption (assuming the Business has been operating for that amount of time). So it is important to keep and maintain proper Business records for that period.*

### Additional benefit for a second formula payment

If We pay in accordance with the second formula, We also pay for additional expenditure You reasonably incur for the sole purpose of avoiding or diminishing reduction in Turnover as a result of the interruption, but only up to the amount of the insured loss of Gross Profit thereby avoided.

### Accountant fees

If You satisfy Us that You have a claim under this policy, We will pay the reasonable cost Your accountant charges to do work to satisfy Us of the amount of Your loss, but only up to the sum insured shown on the certificate of insurance for 'Accountant fees' for this policy.

### Limits on what We pay for Machinery Breakdown Business interruption under the first and second formulae

We only pay up to:

- the sum insured shown on the certificate of insurance for 'Machinery Breakdown Business interruption' for all interruptions to the Business during the Period of Insurance
- the amount that would have been payable had repairs, replacement or reinstatement been carried out within a reasonable time.

## Special condition

### Reinstatement of sum insured

If a sum insured is shown for an item on the certificate of insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was accepted that the sum insured would only be reinstated if You paid an additional

premium and accepted any additional conditions We required

- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

This special condition does not apply to the optional benefit 'Business interruption'.

*If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item.*

## Special definitions of words used in this policy

**Breakdown** means physical damage to the Machine which requires repair to enable continued use.

**Collapse** means sudden and dangerous distortion of any part of a boiler, Economiser, or pressure vessel caused by external pressure but not if the distortion is a consequence of slowly developing deformation.

**Economiser** means a device that pre-heats air or fuel to take pressure off heating elements or help save on fuel.

**Explosion** means the sudden and violent rending or tearing apart of the structure of a boiler, Economiser or pressure vessel or any of its parts by force of internal gas, liquid or fluid pressure, directly causing bodily displacement of its structure and forcible ejection of its contents.

**Gross Profit** means the Turnover of the Business less Variable Costs.

**Machine** means the items shown on the certificate of insurance, but not electronic equipment other than electronic scales, cash registers, microwave ovens and electronic controls on a Machine.

**Stock** means stock in trade and merchandise (including raw and packaging materials) of the Business which You own or for which You are legally liable.

**Turnover** means the money paid or payable to You for:

- merchandise sold and delivered (after adjustments for opening and closing stocks)
- services rendered
- rent.

**Variable Costs** means:

- wages; and
- costs,

of the business which vary in direct proportions to Turnover.

# Electronic equipment policy

*This policy insures You against damage to Your electronic equipment.*

*You only have this policy if the risk 'Electronic equipment' is shown on the certificate of insurance.*

*Under this policy You can also take out insurance cover for Your:*

- *electronic data processing media and information*
- *increased costs of working.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on pages 10 and 11 apply to words used in this policy.*

<b>The types of cover We offer</b>	<b>35</b>	<b>Section 3: the insurance for electronic data processing media and information</b>	<b>36</b>
<b>Section 1: the insurance for electronic equipment</b>	<b>35</b>	<b>What is not insured for electronic data processing media and information</b>	<b>36</b>
<b>What is not insured for electronic equipment</b>	<b>35</b>	<b>What We pay for electronic data processing media and information</b>	<b>36</b>
<b>What We pay for accidental damage to or theft of electronic equipment</b>	<b>35</b>	<b>What is not insured under any section of this policy</b>	<b>36</b>
<b>Special conditions for the insurance of electronic equipment</b>			
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<b>Section 2: the insurance for increased costs of working</b>	<b>35</b>		
<b>What is not insured for increased costs of working</b>	<b>35</b>		
<b>What We pay for increased costs of working</b>	<b>36</b>		

## The types of insurance cover We offer

We offer 3 different types of insurance cover:

- for accidental damage to or theft of electronic equipment
- for increased costs of working
- for loss of or damage to electronic data processing media and information.

The extent of Your insurance cover depends on the type of cover You have taken out. This is shown on the certificate of insurance.

## Section 1: the insurance for electronic equipment

This section of the policy insures You against accidental damage to or theft of electronic equipment shown on the certificate of insurance occurring in Australia during the Period of Insurance.

You are only insured for theft of electronic equipment if:

- the theft is from a securely locked vehicle, building or room; and
- the thief gained entry to the vehicle, building or room by causing physical damage to it at the point of entry and evidence of the damage can be clearly seen.

## What is not insured for electronic equipment

You are not insured under this section of the policy against the cost:

- 1 to repair wear, tear, rust, corrosion, erosion, scale or gradual deterioration
- 2 of preventative maintenance, routine adjustment or cleaning
- 3 of an alteration, addition, improvement, overhaul or non-essential repair
- 4 to repair or replace a scratched painted or polished surface
- 5 of loss of or damage to a disk or other media
- 6 of loss of information or a software program.

Please also refer to the information on page 36 'What is not insured under any section of this policy'.

## What We pay for accidental damage to or theft of electronic equipment

We pay:

- the reasonable cost to repair the damaged item of equipment; or
- what it would cost to buy a new item of a similar make or model; or
- the sum insured shown on the certificate of insurance for the item of electronic equipment,

whichever is less.

We do not pay for an international freight charge, unless the cost is incurred with Our prior written consent.

## Special conditions for the insurance of electronic equipment

### Reinstatement of sum insured

If a sum insured is shown for an item on the certificate of insurance and

We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was accepted that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We require
- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

*If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item.*

### Unoccupied building

You are not insured under this section of the policy if a building which contains any of the insured electronic equipment is left unoccupied for more than 60 consecutive days unless You tell Us before the 60 days begin and We agree to continue to insure the electronic equipment.

## Section 2: the insurance for increased costs of working

This section of the policy insures You against Your increased costs of working as a direct consequence of an interruption to the normal operation of a computer, word processor or typesetting computer shown on the certificate of insurance directly caused by accidental damage to or theft of that electronic equipment during the Period of Insurance if:

- 'Increased costs of working' is shown on the certificate of insurance; and
- We have paid or agreed to pay for the damage or theft under section 1 of this policy or You had the damaged computer, word processor or typesetting computer repaired under a maintenance agreement.

## What is not insured for increased costs of working

You are not insured under this section of the policy for:

### 1 a cost You incur during an interruption to:

- alter, add to or improve an item of equipment or a system
- necessary cleaning, adjusting, inspecting or maintaining an item of equipment

### 2 more than 4 consecutive weeks interruption due to a delay in repairing or restoring an item manufactured overseas if the delay is wholly or partially caused by the time taken to:

- comply with an order, measure or restriction imposed by a public authority
- procure a replacement item of equipment or part from overseas
- transport an item of equipment or parts between the Business Premises and an overseas place of repair or restoration
- bring an overseas based specialist or consultant to Australia to attend to repairs or restoration.

*Please also refer to the information on page 36 'What is not insured under any section of this policy'.*

## What We pay for increased costs of working

We pay:

- for the increased costs of working You incur to the extent You would not have incurred the costs but for the item of equipment being damaged or stolen; and
- only for increased working costs You incur during the 'Indemnity period' shown on the certificate of insurance (which only begins when the damage or theft occurs and only after the 'Deductible period' shown on the certificate of insurance has elapsed).

The amount We pay is limited to the extent to which the expenditure exceeds what it would have cost to operate the item of equipment but for the loss or damage.

We pay up to the sum insured shown on the certificate of insurance for 'Increased costs of working' for all claims arising out of damage or theft of electronic equipment during the Period of Insurance.

## Section 3: the insurance for electronic data processing media and information

This section of the policy insures You against physical loss of or physical damage to electronic data processing media and information installed in a computer, word processor or typesetting computer shown on the certificate of insurance if:

- 'Electronic data processing media and information' is shown on the certificate of insurance; and
- the loss or damage occurs during the Period of insurance:
  - at the Business Premises
  - at a media storage location in Australia
  - anywhere in Australia where the computer, word processor or typesetting computer is temporarily located for processing purposes
  - on a journey between any of the above locations.

## What is not insured for electronic data processing media and information

You are not insured under this section of the policy for:

1. wear and tear
2. loss or distortion of data information or a record which is not directly caused by physical damage to the data media material
3. loss or damage directly or indirectly caused by or arising out of:
  - a fault which You, an Employee or Your agent knew or ought reasonably to have known about at the time of the loss or damage
  - atmospheric moisture or temperature, unless directly caused by physical damage to or a malfunction of an air conditioner at the Business Premises during the Period of Insurance.

*Please also refer to the information on this page 'What is not insured under any section of this policy'.*

## What We pay for electronic data processing media and information

We pay:

- the retail cost to replace the damaged data processing media with media of a similar make and model; and
- the reasonable cost You incur to restore the information lost, destroyed, disrupted or corrupted by the damage to the data processing media to a condition equivalent to that existing immediately prior to the damage; and
- the extra charges You reasonably incur for overtime and work on public holidays necessitated by the damage to replace the media and restore the information,

but only if You replace the media and restore the information within 3 months of the loss or damage occurring.

We pay up to the sum insured shown on the certificate of insurance for 'Electronic data processing media and information'.

## What is not insured under any section of this policy

Whatever type of cover You have, this policy does not insure You against loss or damage:

1. directly caused by rain, hail or snow to an insured item unless that item was contained in a secured building or vehicle when the damage occurred
2. directly caused by earth movement (except earthquake) no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion or heaving
3. directly caused by Flood
4. directly caused by sea or tidal wave (even if caused by an earthquake)
5. directly caused by Storm Surge or tsunami
6. that is recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement.

# Glass breakage policy

*This policy insures You against breakage of glass.*

*You only have this policy if the risk 'Glass breakage' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on pages 10 and 11 apply to words used in this policy.*

<b>The types of insurance cover We offer</b>	<b>38</b>
<b>What You are insured against</b>	<b>38</b>
<b>What is not insured</b>	<b>38</b>
<b>What We pay</b>	<b>38</b>
<b>Additional benefits</b>	<b>38</b>
<b>Special conditions</b>	
Reinstatement of sum insured	38
Unoccupied Business Premises	38

## The types of insurance cover We offer

We offer 3 different types of insurance cover:

- for fixed glass forming part of a building
- for fixed glass forming part of contents
- for fixed glass forming part of both buildings and contents.

The extent of Your insurance cover depends on the type of cover You have taken out. This is shown on the certificate of insurance.

## What You are insured against

This policy insures You against breakage of fixed glass You own or for which You are legally liable forming part of:

- a building if 'fixed glass forming part of a building' is shown on the certificate of insurance
- the contents if 'fixed glass forming part of contents' is shown on the certificate of insurance.

You are only insured for breakage of fixed glass if the breakage occurs at the Business Premises during the Period of Insurance.

*Glass forming part of a building includes fixed bath tubs, wash basins, sinks, toilet bowls and cisterns.*

## What is not insured

**This policy does not insure:**

- 1 breakage during transit, installation, repair or removal**
- 2 the cost to repair or replace a damaged sign except as described under additional benefit 'a'**
- 3 glass forming part of stock**
- 4 glass in a light fitting or item of electrical or electronic equipment**
- 5 a television screen or visual display unit**
- 6 breakage directly caused by:**
  - fire or artificial heat; or
  - Flood.

## What We pay

We repair or replace the broken glass to its original condition or, at Our option, pay You the reasonable cost to do so.

## Additional benefits

### Associated costs

We pay the reasonable cost:

- (a) to repair or replace glass, perspex or plastic in a sign that is damaged at the Business Premises during the Period of Insurance

and for the following as long as it is required because of glass breakage for which We have paid a claim under this policy:

- (b) of temporary shuttering, boarding up or other protection necessary to safeguard the building or the contents
- (c) to repair or replace signwriting, ornamentation, sandblasting or embossing
- (d) to repair or replace tinting, alarm tape, alarm wiring, window frames and show case frames
- (e) to replace stock at wholesale cost
- (f) to remove and replace fixtures or fittings.

We pay up to \$5,000 for each of benefits (a) to (f) or the sum insured shown on the certificate of insurance (whichever is greater), for all claims arising out of the one event.

### Scratching by vandalism

We also pay to repair or replace glass insured under this policy which is scratched by an act of vandalism during the Period of Insurance.

We pay up to \$1,000 for this benefit for all scratching of glass during the Period of Insurance.

## Special conditions

### Reinstatement of sum insured

If We pay a claim under this policy We reinstate the sum insured unless We told You when the claim was accepted that the sum insured would only be reinstated if You paid the additional premium and accepted any additional conditions We required.

### Unoccupied Business Premises

This policy does not insure You if the Business Premises are left unoccupied for more than 60 consecutive days unless:

- You tell Us before the 60 days begin and We agree to continue to insure You under this policy; and
- You ensure that all doors and windows are left securely locked.

# Employee theft policy

*This policy insures You against theft by an Employee.*

*You only have this policy if the risk 'Employee theft' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on pages 10 and 11 apply to words used in this policy.*

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<b>What is not insured</b>	40
<b>What We pay</b>	40
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Claim preparation fees	40
<b>Special condition</b>	
Change in business procedures	40

## What You are insured against

This policy insures You against theft by an Employee of cash, negotiable instruments or goods belonging to the Business shown on the certificate of insurance but only if:

- the theft occurs at the Business Premises during the Period of Insurance; and
- You discover the theft within 6 months of it occurring.

## What is not insured

This policy does not insure You against theft by an Employee which occurs after You discover any previous theft committed by that Employee.

## What We pay

We pay:

- the face value of the cash and the value of the negotiable instruments at the time of the theft
- the retail cost as new of goods at the time of the theft less wear, tear and depreciation.

We pay up to the sum insured shown on the certificate of insurance for all theft committed by:

- an Employee; or
- a number of Employees acting in collusion,

during the Period of Insurance.

We will not pay a claim unless the Employee has been successfully prosecuted for the theft or We are satisfied beyond reasonable doubt from evidence You provide to Us that the theft was committed by the Employee during the Period of Insurance.

## Additional benefit

### Claim preparation fees

If You satisfy Us that You have a claim under this policy, We pay up to \$5,000 towards the reasonable costs charged by Your accountant to perform work to satisfy Us of the amount of Your claim.

## Special condition

### Change in business procedures

You must notify Us immediately if there is any change in the way You conduct the business which might:

- increase the risk of theft; or
- reduce the chance of discovery of theft.

We have the right to cancel or renegotiate the terms and conditions of the policy if there is such a change.

# Burglary and theft policy

*This policy insures You against burglary and theft.*

*You only have this policy if the risk 'Burglary and theft' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on pages 10 and 11 apply to words used in this policy.*

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Employees' tools, equipment and personal effects	42
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Customers' property	43
<b>Special conditions</b>	
Reinstatement of sum insured	43
Unoccupied Business Premises	43
<b>Special definitions of words used in this policy</b>	43

## What You are insured against

This policy insures You against physical loss of or physical damage to Stock and Other Property shown on the certificate of insurance if directly caused by either of the following events occurring at the Business Premises during the Period of Insurance:

- 1 burglary, but only if the burglar gains entry to the Business Premises by causing physical damage to the Business Premises at the point of entry and evidence of the damage can be clearly seen
- 2 theft:
  - by a person who conceals themselves on the Business Premises during business hours and after business hours breaks out by causing physical damage to the Business Premises at the point of break out and evidence of the damage can be clearly seen
  - during business hours but only if observed by You or an Employee
  - following intimidation of You or an Employee.

## What is not insured

**This policy does not insure You against:**

- 1 **loss of or damage to:**
  - money
  - tobacco or a tobacco product unless 'Tobacco products' is shown on the certificate of insurance
  - an item in the open air unless the item is:
    - shown on the certificate of insurance; or
    - normally kept in the open air in a business similar in type to the Business or it is impractical for You to keep the item at the Business Premises inside a building
  - an item which can be insured under Our Glass breakage policy in this Plan
- 2 **loss or damage directly or indirectly caused by or arising out of fire or vandalism**
- 3 **theft by:**
  - an Employee or by a number of Employees acting in collusion
  - shoplifting.

## What We pay

If Stock is stolen or destroyed, We pay the wholesale cost to replace the Stock at the time it was stolen or destroyed.

If Other Property is stolen or destroyed, We pay the cost to replace the Other Property as new at the time it was stolen or destroyed.

If a vehicle shown on the certificate of insurance is stolen or destroyed We pay the sum insured shown on the certificate of insurance for that vehicle or what it would cost to buy a vehicle of a similar make, model and condition (excluding registration and insurance) at the time the vehicle was stolen or destroyed, whichever is less.

If Stock, Other Property, or a vehicle shown on the certificate of insurance is damaged, We replace, reinstate or repair the item of Stock or part of the Other Property that is damaged as far as possible to the condition it was in immediately before it was damaged, using materials that are available in Australia. Or, at Our option, We pay You the reasonable cost to do so.

We pay up to the sum insured shown on the certificate of insurance for 'Stock' and 'Other Property' stolen, damaged or destroyed for all claims arising out of the one event.

## Additional benefits

The following benefits are in addition to the sum insured shown on the certificate of insurance for 'Stock' and 'Other Property':

### Damage to the Business Premises

We pay up to \$5,000 or the amount shown on the certificate of insurance (whichever is greater), towards the reasonable cost to repair physical damage to the Business Premises (other than breakage of glass), directly caused by burglary, attempted burglary, theft or attempted theft during the Period of Insurance.

This benefit is otherwise subject to the terms of this policy.

### Employees' tools, equipment and personal effects

We pay up to \$5,000 or the amount shown on the certificate of insurance (whichever is greater), towards the reasonable cost to repair or replace Employees' tools, equipment and personal effects which were damaged or stolen during a burglary or theft or attempted burglary or theft at the Business Premises during the Period of Insurance.

This benefit is otherwise subject to the terms of this policy.

*If You are an incorporated association, an Employees' tools, equipment and personal effects include a members' tools, equipment and personal effects.*

*If You are a company, 'Employees' includes Your directors.*

### Replacement keys and locks

If We have paid or agreed to pay a claim for burglary or theft under this policy and a key to a lock securing an external door, window or other opening of the Business Premises was stolen during that burglary or theft, We pay up to \$5,000 towards the reasonable cost to recode the lock or replace the key and the lock it fits with a key and lock of a similar make and model.

### Restoration of Business records

We pay up to \$5,000 or the amount shown on the certificate of insurance (whichever is greater), towards the reasonable cost You incur to restore Your business records and books of account required as a direct consequence of an event for which We have paid or agreed to pay a claim under this policy.

### Seasonal increase for Stock

We automatically increase the sum insured shown on the certificate of insurance for 'Stock' by:

- 30% or the percentage shown on the certificate of insurance (whichever is greater), during the following periods and any additional periods shown on the certificate of insurance:
  - midnight 31 October to midnight 31 January
  - from 30 days before Good Friday to 10 days following Easter Sunday, inclusive.

*Please speak to Us if You would like a higher percentage or additional periods (for which an additional premium will be payable).*

### Temporary protection

We pay up to \$5,000 or the amount shown on the certificate of insurance (whichever is greater), towards the reasonable cost You incur to temporarily board up, protect or safeguard Your property required as a direct consequence of an event for which We have paid or agreed to pay a claim under this policy.

The following benefits are included in the sum insured shown on the certificate of insurance for 'Stock' and 'Other Property'.

#### Temporary removal

This policy is extended to insure You against physical loss of or physical damage to Stock or Other Property being temporarily stored at premises in Australia which are not the Business Premises, during the Period of Insurance.

We do not pay a claim for this benefit:

- if, at the time of the loss or damage:
  - You intended to sell the Stock or Other Property at or from the other premises; or
  - when the Stock or Other Property left the Business Premises You had sold or agreed to sell it
  - the Stock or Other Property was on consignment
- for loss or damage to an item temporarily removed from the Business Premises for more than 90 days (consecutive or in total).

We pay up to:

- 20% of the sum insured shown on the certificate of insurance for 'Stock' and 'Other Property'; or
- the amount that would have been payable under this policy if the loss or damage had occurred at the Business Premises,

whichever is less.

This benefit is otherwise subject to the terms of this policy.

#### Theft of a building fixture or fitting

In the case of theft only, We treat property attached to or forming part of a building at the Business Premises as if it was Stock or Other Property shown on the certificate of insurance.

## Optional benefit

#### Customers' property

If 'Customers' property' and a sum insured for that property is shown on the certificate of insurance, this policy is extended to insure the property of Your customers in Your physical or legal possession, custody or control for repair, servicing, maintenance or storage in connection with the Business at the Business Premises.

We pay a claim for this benefit only if We would have paid it under this policy had the property belonged to You.

We pay up to the sum insured shown on the certificate of insurance for 'Customers' property' for all claims arising out of the one event.

This benefit is otherwise subject to the terms of this policy.

## Special conditions

#### Reinstatement of sum insured

If a sum insured is shown for an item on the certificate of insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was accepted that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We required
- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

*If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item.*

#### Unoccupied Business Premises

You are not insured under this policy if the Business Premises are left unoccupied for more than 60 consecutive days unless You tell Us before the 60 days begin and We agree to continue to insure You and all doors and windows left securely locked.

## Special definitions of words used in this policy

**Stock** means stock in trade and merchandise (including raw and packaging materials) of the Business which You own or for which You are legally liable.

#### **Other Property:**

- includes anything other than natural resources or property falling within the description of Stock which:
  - You own or for which You are legally liable; and
  - is used in connection with the Business
- does not include:
  - trees, plants, shrubs, vines or crops
  - a living creature
  - money, stamps, credit or cash cards or a negotiable instrument
  - jewellery, furs, bullion, precious metals or stones
  - a vehicle, or its spare parts or accessories unless shown on the certificate of insurance
  - a train or rolling stock, aircraft, boat, jet ski, or a spare part or accessory in or on it.

# Money policy

*This policy insures You against loss or destruction of Money in Australia.*

*You only have this policy if the risk 'Money' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on pages 10 and 11 apply to words used in this policy.*

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## What You are insured against

This policy insures You against loss or destruction of money in Australia during the Period of Insurance whilst:

- on the Business Premises if 'Whilst on the premises' is shown on the certificate of insurance
- contained in a securely locked safe or strongroom permanently located at the Business Premises or at a bank if 'Money in safe' is shown on the certificate of insurance
- in Your custody or that of an authorised person at Your home or at the authorised person's home if 'Personal custody/residence' is shown on the certificate of insurance
- at a location where You intend to pay Your Employees if 'Wages/salaries' is shown on the certificate of insurance
- in Your possession or that of an authorised person whilst in transit between any of the above locations if 'In transit' is shown on the certificate of insurance.

## What is not insured

This policy does not insure You against:

- 1 loss or destruction of money contained in a securely locked safe or strongroom at the Business Premises if:**
  - the key or a record of the combination of the safe or strongroom is left in the room in which the safe or strongroom is located; and
  - the person causing the loss or destruction uses the key or combination to open the safe or strongroom,unless the use of the key or combination follows intimidation of the person with or with the knowledge of the whereabouts of the key or combination
- 2 theft of money from the home of Your authorised person by anyone living in or invited into that home**
- 3 loss or destruction of money in transit during any:**
  - substantial deviation from the most direct route between the location at which the journey began and the location at which the journey was intended to end; or

- interruption of more than 1 hour in the journey; or
  - period that it is left in an unattended vehicle
- 4 loss or destruction of money:**
    - unless You discover the loss or destruction within 7 days of it occurring
    - in the possession, custody or control of a professional or common carrier
  - 5 an unexplained shortage or loss resulting from a clerical or accounting error**
  - 6 a loss due to an error in receiving or paying out**
  - 7 a loss due to embezzlement, fraud or misappropriation**
  - 8 theft by an Employee or Your agent or authorised person**
  - 9 theft by a member of the family of an Employee or Your agent, authorised person or anyone with whom they live.**

## What We pay

We pay up to the sum insured shown on the certificate of insurance for loss or destruction of money at the particular location, subject to the following.

If money is lost or destroyed at:

- the Business Premises or at the location at which You intend to pay Employees; and
- a time when You are not attending to the Business and it is not open to the public,

We only pay up to \$1,000 for all claims arising out of the one event, unless the money was stolen from a safe.

## Additional benefits

### Damage to safe or strongroom

We pay up to \$1,000 or the amount shown on the certificate of insurance for 'Damage to safes' (whichever is greater), for loss of or damage to a safe or strongroom at the Business Premises directly caused by an unauthorised person attempting to enter the strongroom or steal the safe during the Period of Insurance.

### Seasonal increase

We automatically increase the sum insured shown on the certificate of insurance for this policy by:

- 30% or the percentage shown on the certificate of insurance (whichever is greater), during the following periods and any additional periods shown on the certificate of insurance:
  - midnight 31 October to midnight 31 January
  - from 30 days before Good Friday to 10 days following Easter Sunday inclusive.
- 50% on a public or bank holiday that falls on a Friday or a Monday in the State or Territory in which the Business Premises are located and until 4pm on the next bank trading day.

If the 30% increase falls on the same day as the 50% increase, You only receive the 50% increase.

*Please speak to Us if You would like a higher percentage increase or extended period (for which an additional premium will be payable).*

## Special condition

### Reinstatement of sum insured

If a sum insured is shown on the certificate of insurance and We pay:

- less than that sum insured for a claim, We reinstate that sum insured unless We told You when the claim was accepted that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We required
- the amount of that sum insured for a claim, the sum insured is not reinstated.

*If We pay the sum insured for a claim, We suggest You contact Us to discuss reinstatement of the sum insured.*

# Classic home policy

*This policy insures Your Home and Contents.*

*You only have this policy if the risk 'Classic home' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on page 10 apply to words used in this policy.*

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## The types of cover We offer

### We offer insurance cover for:

- Your Home
- Contents
- both Your Home and Contents.

The extent of Your insurance cover depends on the type of cover You have taken out. This is shown on the certificate of insurance.

## What You are insured against

This policy insures You against accidental damage, burglary and theft occurring during the Period of Insurance.

You have insurance for:

- Your Home if 'Building' is shown on the certificate of insurance
- Contents if 'Contents' is shown on the certificate of insurance.

You are only insured for 'Contents' when they are in the area described under 'when covered' in the table that follows on pages 48 and 49.

*This policy does not insure You against an item being lost or misplaced.*

## What is not insured

This policy does not insure You against:

### 1 damage directly caused by:

- rain, hail or snow to Contents unless they are in a Domestic Building when damaged
- Flood, except as described under the additional benefit 'Flood cover'
- sea or tidal wave (even if directly caused by an earthquake)
- Storm Surge or tsunami
- earth movement (except earthquake) no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion or heaving
- the subterranean seepage of water, no matter how caused
- lightning unless the evidence of lightning damage can be clearly seen
- a process of cleaning, repairing or restoring
- the lopping or felling of a tree, unless the tree is being lopped or felled by a professional tree lopper

- a process involving the deliberate application of heat (only the thing intended to be heated is not covered)
  - pets, moths, insects or vermin
  - a tree root
- ### 2 damage directly or indirectly caused by or arising out of:
- a structural fault, faulty design or faulty workmanship
  - lack of maintenance (for example, failure to clean out gutters)
  - mildew or mould or wet or dry rot
  - germs, disease, virus, bacteria or other contagion

### 3 damage to:

- a private boat ramp or jetty unless directly caused by fire, lightning, explosion or vandalism
- a submersible pump exceeding 3hp
- Your Home if directly caused by an alteration or addition to Your Home in progress if the contract value for the alteration or addition exceeds \$25,000
- an alteration or addition to Your Home which is in progress, unless the contract value for the alteration or addition is \$25,000 or less and the damage:
  - occurs when the work on the alteration or addition has been in progress for less than 3 months; and
  - is directly caused by windstorm (but not by rain, hail or snow accompanying the windstorm), fire, explosion, lightning, earthquake, riot, civil commotion or impact by a vehicle, aircraft or aerial device

*If You are altering or adding to Your Home, You may want to insure the building materials before they become a part of Your Home because this policy does not insure them.*

### 4 breakage of:

- glass forming part of a glasshouse or conservatory unless directly caused by storm
- glass in a clock, picture, radio or electronic equipment
- glass if the break does not extend through the entire thickness of the glass
- an item that is already damaged

### 5 breakage of an article of a brittle nature which is ordinarily carried by hand or designed for use in handling food or liquid:

- whilst being carried by hand; or
- during use

- ### 6 cracking (other than cracking of a bath tub, shower recess, wash basin, sink, toilet bowl and cistern), chipping, splitting, tearing, scratching or denting unless directly caused by fire, lightning, earthquake, storm, explosion, burglary, theft, vandalism or Impact by a vehicle or aircraft

### 7 staining unless directly caused by:

- bursting, leaking or overflowing of water, oil or other liquid from a system fixed, attached or connected to a Domestic Building
- fire, lightning, earthquake, storm, explosion, burglary, theft, vandalism or Impact by a vehicle or aircraft

### 8 mechanical, electrical, electronic or hydraulic failure or breakdown, except as described under the additional benefit 'Electrical damage'

### 9 deterioration of food or drink except as described under the additional benefit 'Deterioration of frozen food'

### 10 wear, tear, rust, corrosion or gradual deterioration

### 11 mildew or mould or wet or dry rot

### 12 theft or vandalism by a person living or staying at Your Home at the time of the theft or vandalism

### 13 damage that is recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement.

## What We do if Your Home is accidentally damaged

If 'Building' and 'Replacement' are shown on the certificate of insurance, We replace, reinstate or repair the part of Your Home that is accidentally damaged as far as possible to its original condition, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so.

You are only insured for the reinstatement, replacement or repair of a wall, ceiling or fixed floor covering which is damaged in the room where the damage occurred.

We pay only up to the amount shown as the sum insured for the 'Building' on the certificate of insurance where an amount is shown next to the word 'Replacement'.

## What We pay if Contents are damaged or stolen

If an item of Contents is accidentally damaged or stolen We may at Our option:

- replace, reinstate or repair it as far as possible to its original condition; or
- pay the cost to repair it or the amount set out under 'amount of cover' in the table below to replace or reinstate it.

## Limits on what We pay for certain items of Contents

If an insured item consists of a pair or set, We pay only up to the value of the part or parts accidentally damaged or stolen. We do not give any allowance for any special value the item may have as a pair or set or for any depreciation in the remaining part or parts.

The sum insured shown for an item of Contents on the certificate of insurance is included in the total sum insured for all Contents.

TYPE OF CONTENTS	WHEN COVERED	AMOUNT OF COVER
Carpets, internal blinds, curtains and other window coverings 1 less than 10 years old 2 10 or more years old	while in the Domestic Building at Your Home	1 Retail Cost as New 2 Retail Cost as New less an amount for wear, tear and depreciation For 1 and 2 We pay only for that part of the item in the room or rooms where the damage occurred
3 bed linen, blankets, mattresses and other manchester 4 clothing and personal effects normally worn or carried	while within the boundary of Your Home	Retail Cost as New less an amount for wear, tear and depreciation
5 home appliances, including wheelchairs and garden appliances which are not required by law to be registered 6 other household goods, furniture, furnishings, including unfixed floor coverings and light fittings (but not items included in the definition of Your Home on page 52) 7 luggage	while within the boundary of Your Home	5, 6 and 7 Retail Cost as New For 6 We pay only for items damaged in the room or rooms where the damage occurred
8 sporting and recreational equipment	while within the boundary of Your Home	Retail Cost as New less an amount for wear, tear and depreciation
9 money, ingots, unset gemstones and pearls and documents	while in the Domestic Building at Your Home	value of the item at the date of damage, burglary or theft up to \$1,000 for all claims arising out of the one event
10 antiques, heirlooms, pictures, paintings, works of art, curios, stamps, medals, trophies, coins and collections	while in the Domestic Building at Your Home	value of the item, set or collection at the date of damage, burglary or theft up to \$5,000 for any one item, set or collection
11 furs, jewellery and watches	while in the Domestic Building at Your Home	Retail Cost as New of the item or set at the date of damage, burglary or theft up to \$1,500 for any one item or set
12 business tools, office equipment, and office or business supplies used in Your occupation	while within the boundary of Your Home	Retail Cost as New up to \$5,000 for all claims arising out of the one event

TYPE OF CONTENTS		WHEN COVERED	AMOUNT OF COVER
13	boats up to 3 metres in length, their parts and accessories	while within the boundary of Your Home	Retail Cost as New up to \$1,000 for all claims arising out of the one event
14	private motor vehicle parts or accessories not attached to a vehicle	while within the boundary of Your Home	Retail Cost as New up to \$1,000 for all claims arising out of the one event
15	above ground pools and free standing spas	while within the boundary of Your Home	Retail Cost as New less an amount for wear, tear and depreciation
16	Contents 1-15 shown specifically on the certificate of insurance	while in the area shown for Contents 1-15 above	amount of cover shown for Contents 1-15 above up to the amount shown on the certificate for the specified Contents
17	Contents 3-11 belonging to an unmarried child who is a full time student living in Australia and away from Your Home for the purpose of attending school, college or university	while in the Domestic Building in which the child is living	amount of cover shown for Contents 3-11 above but only up to \$5,000 for all claims arising out of the one event
18	Contents 1-16 while temporarily removed from the area described under 'when covered'	<ul style="list-style-type: none"> <li>• to anywhere else in Australia for Contents 3, 4, 5, 7, 8, 11, 12 and 16</li> <li>• to a Place of Accommodation in Australia but only while within the boundary of the Place of Accommodation for Contents 1, 2, 6, 13, 14 and 15</li> <li>• to a bank safe deposit in Australia or to a Place of Accommodation in Australia but only while in the Domestic Building of the Place of Accommodation for Contents 9 and 10</li> <li>• to anywhere else in Australia but only for damage directly caused by: <ul style="list-style-type: none"> <li>– fire, lightning, explosion, vandalism or burglary;</li> <li>– impact by a road vehicle, animal (but not a pet), aircraft, aerial or mast;</li> <li>– a falling tree or branch but not if caused by the lopping or felling of a tree by anyone other than a professional tree lopper,</li> </ul> </li> </ul> for Contents 1, 2, 6, 9, 10, 13, 14 and 15.	for Contents 1, 5, 6 and 7 - Retail Cost as New for Contents 2, 3, 4 and 8 - Retail Cost as New less an amount for wear, tear and depreciation for Contents 9 - \$1,000 for Contents 10, 11 and 16: <ul style="list-style-type: none"> <li>• if shown on the certificate of insurance: <ul style="list-style-type: none"> <li>– value of the item or set at the date of damage or theft up to the amount shown</li> </ul> </li> <li>• if not shown: <ul style="list-style-type: none"> <li>– value of the item or set at the date of damage or theft up to \$1,500 for any one item or set and up to \$4,500 for all claims arising out of the one event</li> </ul> </li> </ul> for Contents 12-15 - Retail Cost as New up to \$1,000 for all claims arising out of the one event We pay up to 20% of the sum insured for Contents or \$10,000 (whichever is less), for all claims for all Contents arising out of the one event
19	Contents 17 while temporarily removed from the area described under 'when covered'	<ul style="list-style-type: none"> <li>• to the area shown for Contents 3-11 in 18 above</li> </ul>	

## Additional benefits

The following additional benefits are in addition to any sums insured shown on the certificate of insurance for 'Building' and 'Contents'.

### Attendance of a security firm

We pay the reasonable cost You incur to have a security firm attend Your Home as a consequence of a burglary or attempted burglary. We only pay this benefit if there is physical evidence of a violent and forcible entry.

We pay up to \$500 for all attendances of security firms at Your Home during the Period of Insurance.

### Boarding of a domestic pet

If We have paid or agreed to pay a claim for damage to Your Home (other than under the additional benefit 'Flood cover' in this policy), We pay up to \$500 towards the cost You reasonably incur to board a domestic pet normally kept in a Domestic Building at Your Home for as long as the Domestic Building remains uninhabitable as a direct result of such damage.

### Counselling

We pay up to \$1,000 towards the reasonable cost You incur for psychological counselling if You require that counselling as a direct consequence of an event for which We have paid or agreed to pay a claim under this policy. We only pay this benefit if We have approved the cost before You incur it.

### Credit and cash cards

If 'Contents' is shown on the certificate of insurance, We also insure You against the fraudulent use of Your credit or cash cards during the Period of Insurance by anyone other than You, a member of Your Family or a person who lives with You permanently. We pay up to \$5,000 or the limit of the credit or cash card fraudulently used, whichever is less.

We only pay You this benefit if You have complied with the terms on which the cards are issued.

### Deterioration of food

If 'Contents' is shown on the certificate of insurance, We pay for loss You suffer as a result of deterioration of food in Your Home during the Period of Insurance directly caused by:

- the breakdown of the refrigeration or freezer unit in which it is kept
- failure of the electricity supply, but not if it is because:

- there is a strike
- the supplier deliberately cuts off the supply
- the power is turned off (unless by the operation of a protective device) or the plug is not properly inserted in the socket.

We pay up to \$1,000 for all loss arising out of the one event.

### Electrical damage

We pay for the reasonable cost to repair a home appliance or item of office equipment (but not business tools) insured under this policy if it is damaged in Your Home by burning out by electrical current during the Period of Insurance.

We do not pay for:

- loss of use
- damage to a disk or other media
- loss or distortion of data information, a record or software program
- damage which is covered by any warranty, guarantee or maintenance, service or lease agreement.

We pay up to \$5,000 for all damage arising out of the one event.

You must pay an **excess of \$250** for damage to the electrical components of each item damaged.

### Escape of liquid

If liquid overflows, leaks or bursts from a fixed system at Your Home during the Period of Insurance and damages or is likely to damage insured property, We pay for the reasonable cost to investigate the cause of damage or likely damage. We pay up to \$2,500 for this benefit.

We do not pay to repair or replace a faulty part identified by the investigation, but We pay the cost to repair damage directly caused by the investigation.

We only pay this benefit if 'Building' is shown on the certificate of insurance.

### Flood cover

If 'Building' is shown on the certificate of insurance, We pay up to \$20,000 for damage to Your Home directly caused by Flood during the Period of Insurance arising out of one event.

If 'Contents' is shown on the certificate of insurance, We pay up to \$10,000 for damage to Contents in Your Home directly caused by Flood during the

Period of Insurance arising out of one event.

We pay up to \$20,000 for all damage to Your Home and Contents at any one location arising out of the one event.

### Guests' property

If You are living in Your Home and 'Contents' is shown on the certificate of insurance, this policy is extended to insure Your guests' property while it is in Your Home, but not money, cheques or negotiable instruments.

We only pay a claim if We would have paid it if the property had been Yours. We pay the amount We would have paid for Contents but only up to \$5,000 for all claims arising out of the one event.

### Landlord's additional benefit

If Your Home is occupied by a tenant and 'Building' and 'Rented premises' is shown on the certificate of insurance, We insure Your carpets, internal blinds, curtains or other window coverings in Your Home as if 'Contents' had been shown on the certificate of insurance.

We pay up to \$10,000 or 10% of the sum insured shown on the certificate of insurance for 'Building' (whichever is less), for all claims for this benefit arising out of the one event.

### Legal Costs

We pay up to \$10,000 for Legal Costs, but only if We are satisfied there are reasonable prospects of success in the Legal Proceedings and that the Legal Costs You have incurred (or will incur) fighting the Legal Proceedings are reasonable having regard to the amount in dispute.

We only pay this benefit if 'Building' and 'Contents' are shown on the certificate of insurance and You:

- first become aware of the dispute giving rise to the Legal Proceedings during the Period of Insurance
- notify Us immediately of any potential claim and supply Us with enough information to enable Us to determine whether You have reasonable prospects of success
- instruct Your lawyer to give Us any information, document or advice We ask for
- inform Us as soon as You receive any offer to settle the Legal Proceedings.

We are entitled to stop paying for Legal Costs immediately if:

- You reject an offer to settle unless You satisfy Us the offer is unreasonable
- We notify You that We no longer consider You have reasonable prospects of success.

### **Modification to Your Home**

If 'Building' is shown on the certificate of insurance and during the Period of Insurance You:

- become totally and permanently unable to engage in or attend to any profession, business or occupation; or
- suffer permanent and incurable quadriplegia, paraplegia or paralysis of all limbs,

as a direct result of an insured event for which We have paid or agreed to pay a claim under this policy, We pay up to \$10,000 towards the reasonable cost You incur to modify the Domestic Building in which You permanently reside to accommodate Your physical condition resulting from the insured event.

We only pay this benefit if We have approved the cost before You incur it.

### **Mortgage discharge**

If We have paid or agreed to pay a claim for the destruction of Your Home, We pay up to \$2,000 towards the reasonable charges and fees You incur to discharge a mortgage in relation to Your Home.

### **Plants, shrubs and trees**

If You are living in Your Home and 'Contents' is shown on the certificate of insurance, this policy is extended to insure Your plants, shrubs and trees while within the boundary of Your Home against:

- theft or destruction by a thief or a vandal; and
- accidental destruction directly caused by fire, lightning or explosion,

during the Period of Insurance.

We pay up to \$300 for the theft or destruction of any one plant, shrub or tree and up to \$1,500 for all claims arising out of the one event.

### **Removal and storage of Contents**

If We have paid or agreed to pay a claim for damage to Your Home (other than under the additional benefit 'Flood cover' in this policy), and as a direct result of the damage Your Home is uninhabitable, We pay up to \$5,000 towards the cost of 52 weeks rent of a

commercial storage facility to store the Contents.

We only pay this benefit if We have not paid You the additional benefit 'Temporary accommodation or loss of rent'.

We stop paying for the rental of the facility once We replace, reinstate or repair the damage to Your Home or pay You to do so or Your Home becomes habitable.

### **Replacement keys and locks**

If We have paid or agreed to pay a claim for burglary or theft during the Period of Insurance and a key was stolen during that burglary or theft, We pay up to \$2,000 to replace the key and the lock it fitted with a key and lock of a similar make and model.

We only pay to replace a key and the lock it fitted if You own the object for which the key is used and We insure that object.

### **Replacement title deeds**

If We have paid or agreed to pay a claim for damage to Your Home or Contents (other than under the additional benefit 'Flood cover' in this policy), We pay up to \$2,000 towards the reasonable cost You incur to replace title deeds to the land on which Your Home is built which were damaged or destroyed in the insured event.

### **Temporary accommodation or loss of rent**

If We have paid or agreed to pay a claim for damage to Your Home (other than under the additional benefit 'Flood cover' in this policy), We pay:

- the reasonable cost for You and Your Family to rent a comparable house in a nearby location; or
- the rental income You lose if at some time during the 60 days prior to the date on which the damage occurred, Your Home was occupied by a tenant,

for as long as Your Home is uninhabitable as a direct result of the damage.

We pay up to \$30,000 towards the cost of 52 weeks rental costs or 52 weeks loss of rent.

We stop paying for alternative rental accommodation and loss of rent once We replace, reinstate or repair the damage to Your Home or pay You to do so or Your Home becomes habitable.

### **Tenant's additional benefit**

If You are renting Your Home and 'Contents' is shown on the certificate

of insurance, this policy is extended to insure damage to the fixtures and fittings which belong to Your landlord and for which You are legally responsible. It also insures fixtures or fittings You install for Your own use.

We only pay this benefit if We would have paid the claim if 'Building' had been shown on the certificate of insurance.

We pay up to \$2,000 for this benefit.

**The following additional benefits are included in the sum insured shown on the certificate of insurance for 'Contents'.**

### **Change of address**

If 'Contents' is shown on the certificate of insurance and:

- You are permanently moving to another home and You tell Us before You move that You are doing so; and
- We agree before You move to insure Your new home,

We will, for a period of 30 days from the date on which You start moving, insure the Contents at both addresses.

### **Contents in a commercial storage facility**

This policy is extended to insure Your Contents other than money, cheques, negotiable instruments or jewellery while being stored in a commercial storage facility if You notify Us and We agree to insure those Contents whilst stored in that facility and 'Contents in a commercial storage facility' is shown on the certificate of insurance.

**The following additional benefit is included in the sum insured shown on the certificate of insurance for 'Building'.**

### **Costs connected with rebuilding**

If We have paid or agreed to pay a claim to replace or reinstate Your Home (other than under the additional benefit 'Flood cover' in this policy), We pay for:

- the extra cost to comply with the requirement of a public authority in relation to rebuilding Your Home, but not the cost for work You were required to do before the damage occurred
- architects', surveyors' and legal fees
- demolition costs and the costs to clear debris from the site.

We only pay these costs if they are reasonable and We have approved them before You incur them.

## Inflation protection

We may automatically increase the sum insured shown on the certificate of insurance for 'Building' having regard to data in the 'Reed Construction Data's Cordell Building Cost Guide' when We:

- apply the sum insured relevant to a claim for a total loss; and
- offer renewal terms. We will base the renewal premium on any increased sum insured.

We will automatically increase the sum insured shown on the certificate of insurance for 'Contents' on the following basis:

- if You have a claim for a total loss, We multiply the proportion of the sum insured which the expired term of the Period of Insurance bears to 365 days by 3%
- when We offer renewal terms, We automatically increase the sum insured shown for 'Contents' by 3% if the Period of Insurance is for 365 days. Where the Period of Insurance is less than 365 days We only increase the sum insured every 365th day You are insured with Us under this policy or a renewed policy. We will base the renewal premium on the increased sum insured.

## Special conditions

### Excess

You must pay the first \$500 as an excess for all claims for damage by earthquake arising during any one period of 72 consecutive hours.

### Reinstatement of sum insured

If a sum insured is shown for an item on the certificate of insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was accepted that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We required
- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

*If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item.*

### Unoccupied home

This policy does not insure You if Your Home is left unoccupied for more than 60 consecutive days unless:

- You tell Us before the 60 days begin and We agree to continue to insure Your Home or Contents; and
- You ensure that all doors and windows are left securely locked.

## Special definitions of words used in this policy

**Contents** means the contents described in the tables on pages 48 and 49 which You or a member of Your Family own.

**Contents** do not include:

- a vehicle (other than a bicycle, a motorcycle up to 50cc capacity, wheelchair, a golf buggy and a garden appliance which is not required by law to be registered)
- a motor vehicle part or accessory (other than contents 14 in the table)
- a boat over 3 metres in length
- a jet ski
- an aircraft
- business property (other than contents 12 in the table)
- business takings
- plants, shrubs, trees and vines, except as described under the

additional benefit 'Plants, shrubs and trees' on page 51

- animals, birds and fish.

**Domestic Building** means the building in which people live.

**Place of Accommodation** means a private residential building, hotel, motel, guest house, club, hospital or nursing home where You are staying temporarily.

**Retail Cost as New** means what it would cost to buy a new item of a similar make and model at the time of the loss or damage.

**Your Home** means:

the Domestic Building, outbuildings, garages and carports at the location shown on the certificate of insurance, including:

- fixtures and fittings, light fittings, fixed appliances, masts, aerial and satellite dishes
- a fixed floor covering, but not carpet
- external blinds and awnings
- an in-ground swimming pool, fixed sauna and spa

- a tennis court, but not a grass tennis court
- a private boat ramp or jetty
- a wall, gate, fence or terrace
- a cement, bitumen or asphalt path or driveway
- service pipes, cables and meters, as long as You own or are liable for them and only to the extent that they are within the boundary of Your Home.

**Your Home** does not include:

- carpets, internal blinds, curtains and other window coverings, except as provided under the additional benefit 'Landlord's additional benefit'
- a structure used only for business
- a part of the property at the location shown on the certificate of insurance that You use or intend to use for hobby farming activities, whether for profit or not (including stables, machinery sheds and boundary and internal fences).

# Standard home policy

*This policy insures Your Home and Contents.*

*You only have this policy if the risk 'Standard home' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on pages 10 and 11 apply to words used in this policy.*

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## The types of cover We offer

### We offer insurance cover:

- for Your Home
- for Contents
- for both Your Home and Contents.

The extent of Your insurance cover depends on the type of cover You have taken out. This is shown on the certificate of insurance.

## What You are insured against if Your Home is not a caravan

This policy insures You against physical loss of or physical damage to:

- Your Home if 'Building' is shown on the certificate of insurance
- Contents if 'Contents' is shown on the certificate of insurance,

if the loss or damage is directly caused by any of the following events occurring during the Period of Insurance.

You are only insured for Contents when they are in the area described under 'when covered' in the table that follows on pages 56 and 57.

### 1 Fire

but not damage by any process involving the deliberate application of heat (only the thing You intended to be heated is not insured).

### 2 Lightning

but only if the evidence of lightning damage can be clearly seen.

### 3 Explosion

### 4 Earthquake

but You must pay the first **\$500 as an excess** for all claims arising during any one period of 72 consecutive hours.

### 5 Burglary and housebreaking

### 6 Theft

but not by a person living or staying in Your Home.

### 7 Impact by:

- a road vehicle
- an animal, but not a pet
- an aircraft or debris from an aircraft, space debris, rocket or satellite
- an aerial or mast, but not damage to Your aerial or mast
- a falling tree or branch, but not as a result of the lopping or felling of a tree unless by a professional tree lopper.

### 8 Riot or civil commotion

- including acts of people taking part in an industrial or political disturbance and an act of a lawful authority controlling this disturbance.

*Please note the General exclusions for War and Terrorism on page 9.*

### 9 Vandalism

- but not by a person living or staying at Your Home.

### 10 Storm

but not loss or damage directly or indirectly caused by or arising out of:

- a structural fault, faulty design or faulty workmanship
- lack of maintenance (e.g. failure to clean out gutters).

### 11 Bursting, leaking or overflowing

of water, oil or other liquid from a system fixed, attached or connected to a Domestic Building.

### 12 Accidental breakage:

- of fixed glass forming part of a building, fixed bath tub, shower recess, wash basin, sink, or toilet bowl and cistern, but only if 'Building' is shown on the certificate of insurance
- of glass forming part of an item of furniture, but only if 'Contents' is shown on the certificate of insurance

but not breakage of:

- glass forming part of a glasshouse or conservatory unless directly caused by a storm
- a mirror or glass ordinarily carried by hand
- glass in a clock, vase, ornament, picture, radio or item of electronic equipment
- an item where the break does not extend through the entire thickness of the glass
- an item that is already damaged.

## What You are insured against if Your Home is a caravan

If Your Home is a caravan, it is only insured while You are living in it at the address shown on the certificate of insurance.

Your caravan is only insured for physical damage that occurs during the Period of Insurance and is directly caused by event 1-12 described on this page.

Your caravan Contents are only insured:

- for physical damage that occurs during the Period of Insurance when the Contents are in Your caravan and that damage is directly caused by event 1-5 or 7-12; and
- for theft during the Period of Insurance, but only following forcible entry to Your caravan.

Your caravan annexe is only insured for physical damage that occurs during the Period of insurance and that is directly caused by event 1, 2, 3, 4, 7, 8 or 9.

## What is not insured

This policy does not insure You against:

### 1 loss or damage directly caused by:

- rain, hail or snow to Contents unless You have insured them with Us and they are in the Domestic Building when damaged
- Flood except as described under the additional benefit 'Flood cover'
- sea or tidal wave (even if caused by an earthquake)
- Storm Surge or tsunami
- earth movement (except earthquake) no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion or heaving
- the subterranean seepage of water, no matter how caused
- pets, moths, insects or vermin

### 2 loss or damage directly or indirectly caused by or arising out of:

- germs, disease, virus, bacteria or other contagion
- mildew or mould or wet or dry rot

### 3 damage to:

- a private boat ramp or jetty directly caused by event 4, 5, 6, 7, 8, 10, 11 or 12

- Your Home if directly caused by an alteration or addition to Your Home which is in progress if the contract value for the alteration or addition exceeds \$25,000
- an alteration or addition to Your Home which is in progress, unless the contract value for the alteration or addition is \$25,000 or less and the damage:
  - occurs and when the work on the alteration or addition has been in progress for less than 3 months; and
  - is directly caused by windstorm (but not by rain, hail or snow accompanying the windstorm), fire, explosion, lightning, earthquake, riot, civil commotion or impact by a vehicle, aircraft or aerial device

*If You are altering or adding to Your Home, You may want to insure the building materials before they become a part of Your Home because this policy does not cover them.*

- 4 damage that is mildew or mould or wet or dry rot**
- 5 theft or arson by a person living or staying in the Domestic Building at the time of the theft or arson.**

## What We pay if Your Home is damaged

If 'Building' and 'Indemnity' are shown on the certificate of insurance, We replace, reinstate or repair the part of Your Home that is damaged to a similar condition it was in before it was damaged. Or, at Our option, We pay You the reasonable cost to do so.

If Your Home is destroyed, We pay the cost to build a new house to the same design and specification.

We deduct an amount for wear, tear and depreciation whether Your Home is damaged or totally destroyed.

If 'Building' and 'Replacement' are shown on the certificate of insurance, We replace, reinstate or repair the part of Your Home that is damaged as far as possible to its original condition, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so.

Whether 'Indemnity' or 'Replacement' is shown on the certificate of insurance:

- You are only insured for the reinstatement, replacement or repair of any wall, ceiling or fixed

floor covering which is damaged in the rooms where the damage occurred

- We pay only up to the sum insured for 'Building' shown on the certificate of insurance.

## What We pay if Contents are damaged or stolen

If an item of Contents is damaged or stolen We may at Our option:

- replace, reinstate or repair it as far as possible to its original condition; or
- pay You the cost to repair it or the amount set out under 'amount of cover' in the table on page 56 and 57 to replace or reinstate it.

## Limits on what We pay for certain items of Contents

If an insured item consists of a pair or set, We pay only up to the value of the part or parts damaged or stolen. We do not give any allowance for any special value the item may have as a pair or set or for any depreciation in the remaining part or parts.

The sum insured shown for an item of Contents shown on the certificate of insurance is included in the total sum insured shown for all Contents.

TYPE OF CONTENTS	WHEN COVERED	AMOUNT OF COVER
Carpets, internal blinds, curtains and other window coverings 1 less than 10 years old 2 10 or more years old	while in the Domestic Building at Your Home	1 Retail Cost as New * + 2 retail cost * For 1 and 2 We pay only for that part of the item in the room or rooms where the damage occurred
3 bed linen, blankets, mattresses and other manchester 4 clothing and personal effects normally worn or carried	while within the boundary of Your Home	retail cost *
5 home appliances, including wheelchairs and garden appliances which are not required by law to be registered 6 other household goods, furniture, furnishings, including unfixed floor coverings and light fittings (but not items included in the definition of Your Home on page 60) 7 luggage	while within the boundary of Your Home	5, 6 and 7 retail cost * + For 6, We pay only for items damaged in the room or rooms where the damage occurred
8 sporting and recreational equipment	while within the boundary of Your Home	retail cost *
9 money, ingots, unset gemstones and pearls and documents	while in the Domestic Building at Your Home	value of the item at the date of damage or theft up to \$500 for all claims arising out of the one event
10 antiques, heirlooms, pictures, paintings, works of art, curios, stamps, medals, trophies, coins and collections	while in the Domestic Building at Your Home	value of the item, set or collection at the time of the damage, burglary or theft up to \$5,000 for any one item, set or collection
11 furs jewellery watches	while in the Domestic Building at Your Home	retail cost of the item or set at the time of the damage, burglary or theft up to \$1,000 for any one item or set * +
12 business tools, office equipment, and office or business supplies used in Your occupation	while within the boundary of Your Home	retail cost up to \$2,500 for all claims arising out of the one event * +
13 boats up to 3 metres in length, their parts and accessories	while within the boundary of Your Home	retail cost up to \$500 for all claims arising out of the one event * +

**\* We pay the cost to buy a new item of a similar make and model less an amount for wear, tear and depreciation.  
 + If 'Replacement' for Contents is shown on the certificate of insurance, We pay the cost to buy a new item of a similar make and model.**

TYPE OF CONTENTS		WHEN COVERED	AMOUNT OF COVER
14	private motor vehicle parts or accessories not attached to a vehicle	while within the boundary of Your Home	retail cost up to \$500 for all claims arising out of the one event * +
15	above ground pools and free standing spas	while within the boundary of Your Home	retail cost *
16	Contents 1-15 shown specifically on the certificate of insurance	while in the area shown for Contents 1-15 above	amount of cover shown for Contents 1-15 above up to the amount shown on the certificate for the specified Contents
17	Contents 3-11 belonging to an unmarried child who is a fulltime student living in Australia and away from the location shown on the certificate of insurance for the purpose of attending school, college or university	while in the Domestic Building in which the child is living	amount of cover shown for Contents 3-11 above but only up to \$5,000 for all claims arising out of the one event *
18	Contents 1-16 while temporarily removed from the area described under 'when covered'	<ul style="list-style-type: none"> <li>to anywhere else in Australia for Contents 3, 4, 5, 7, 8, 11, 12 and 16</li> <li>to a Place of Accommodation in Australia but only while within the boundary of the Place of Accommodation for Contents 1, 2, 6, 13, 14 and 15</li> <li>to a bank safe deposit in Australia or to a Place of Accommodation in Australia but only while in the Domestic Building of the Place of Accommodation for Contents 9 and 10</li> <li>to anywhere else in Australia but only for damage by events 1, 2, 3, 4, 5, 7, 8 and 9 described on page 54 for Contents 1, 2, 6, 9, 10, 13, 14 and 15</li> </ul>	<p>for Contents 1, 5, 6 and 7 - retail cost * +  for Contents 2, 3, 4 and 8 - retail cost *  for Contents 9 - \$500  for Contents 10, 11 and 16:</p> <ul style="list-style-type: none"> <li>if shown on the certificate of insurance: <ul style="list-style-type: none"> <li>value of the item or set at the date of damage or theft up to the amount shown</li> </ul> </li> <li>if not shown: <ul style="list-style-type: none"> <li>value of the item or set at the date of damage or theft up to \$1,000 for any one item or set and up to \$3,000 for all claims arising out of the one event</li> </ul> </li> </ul> <p>for Contents 12-15 - Retail Cost as New up to \$500 for all claims arising out of the one event</p> <p>We pay up to 20% of the sum insured for Contents or \$10,000 (whichever is the lesser) for all claims for all Contents arising out of the one event</p>
19	Contents 17 while temporarily removed from the area described under 'when covered'	<ul style="list-style-type: none"> <li>to the area shown for Contents 3-11 in 18 above</li> </ul>	

**\* We pay the cost to buy a new item of a similar make and model less an amount for wear, tear and depreciation.  
+ If 'Replacement' for Contents is shown on the certificate of insurance, We pay the cost to buy a new item of a similar make and model.**

## Additional benefits

The following additional benefits are in addition to any sums insured shown on the certificate of insurance for 'Building' and 'Contents'.

### Counselling

We pay up to \$1,000 towards the reasonable cost You incur for psychological counselling if You require that counselling as a direct consequence of an event for which We have paid or agreed to pay a claim under this policy. We only pay this benefit if We have approved the cost before You incur it.

### Credit and cash cards

If 'Contents' is shown on the certificate of insurance, We also insure You against the fraudulent use of Your credit or cash cards during the Period of Insurance by anyone other than You, a member of Your Family or a person who lives with You permanently. We pay up to \$2,500 or the limit of the credit or cash card fraudulently used, whichever is less.

We only pay You this benefit if You have complied with the terms on which the card is issued.

### Deterioration of food

If 'Contents' is shown on the certificate of insurance, We pay for loss as a result of deterioration of food in Your Home during the Period of Insurance directly caused by:

- the breakdown of the refrigeration or freezer unit in which they are kept
- failure of the electricity supply, but not if it is because:
  - there is a strike
  - the supplier deliberately cuts off the supply
  - the power is turned off (unless by the operation of a protective device) or the plug is not properly inserted in the socket.

We pay up to \$500 for all loss arising out of the one event.

### Electrical damage

We pay for the reasonable cost to repair and gas electric motors that form part of home appliances and office equipment (but not business tools) insured under this policy if they are damaged in Your Home by burning out by electrical current (including power surges however caused) during the Period of Insurance.

We do not pay for:

- loss of use
- loss or damage which is covered by a warranty, guarantee or maintenance, service or lease agreement.

We pay up to \$5,000 for all items damaged arising out of the one event.

You must pay an **excess of \$250** for damage to the electrical components of each item damaged.

### Escape of liquid

If liquid overflows, leaks or bursts from a fixed system at Your Home during the Period of Insurance and damages or is likely to damage insured property, We pay for the reasonable cost to investigate the cause of damage or likely damage. We pay up to \$2,500 for this benefit.

We do not pay to repair or replace any faulty part identified by the investigation but We pay to repair any damage directly caused by the investigation.

We only pay this benefit if 'Building' is shown on the certificate of insurance.

### Flood cover

If 'Building' is shown on the certificate of insurance, We pay up to \$10,000 for damage to Your Home directly caused by Flood during the Period of Insurance for any one event.

If 'Contents' is shown on the certificate of insurance, We pay up to \$5,000 for damage to Contents in Your Home directly caused by Flood during the Period of Insurance arising out of one event.

We pay only up to \$10,000 for all damage to Your Home and Contents at any one location arising out of any one event.

### Guests' property

If You are living in Your Home and 'Contents' is shown on the certificate of insurance, this policy is extended to cover Your guest's property while it is in Your Home, but not money, cheques, negotiable instruments or jewellery.

We only pay a claim if We would have paid it if the property had been Yours. We pay the amount We would have paid for Contents but only up to \$2,500 for all claims arising out of the one event.

### Landlord's additional benefit

If Your Home is occupied by a tenant and 'Building' and 'Rented premises' is

shown on the certificate of insurance, We insure Your carpets, internal blinds, curtains or other window coverings in Your Home as if 'Contents' had been shown on the certificate of insurance.

We pay up to \$10,000 or 10% of the sum insured shown on the certificate of insurance for 'Building' (whichever is less), for all claims for this benefit arising out of the one event.

### Modification to Your Home

If You:

- become totally and permanently unable to engage in or attend to any profession, business or occupation; or
- suffer permanent and incurable quadriplegia, paraplegia or paralysis of all limbs,

during the Period of Insurance as a direct result of an insured event for which We have paid or have agreed to pay a claim under this policy, We will also pay You up to \$10,000 towards the reasonable cost You incur to modify the Domestic Building in which You permanently reside to accommodate Your physical condition resulting from the insured event.

### Mortgage discharge

If We have paid or agreed to pay a claim for the destruction of Your Home, We pay up to \$2,000 towards the reasonable charges and fees You incur to discharge a mortgage in relation to Your Home.

### Plants, shrubs and trees

If You are living in Your Home and 'Contents' is shown on the certificate of insurance, this policy is extended to insure Your plants, shrubs or trees while within the boundary of Your Home against:

- theft or destruction by a thief or a vandal; and
- accidental destruction directly caused by fire, lightning or explosion,

during the Period of Insurance.

We pay up to \$300 for the theft or destruction of any one plant, shrub or tree and up to \$1,000 for all claims arising out of the one event.

### Removal and storage of Contents

If We have paid or agreed to pay a claim for damage to Your Home (other than under the additional benefit 'Flood cover' in this policy), and as a

direct result of the damage Your Home is uninhabitable, We pay up to \$5,000 towards the cost of 52 weeks rent of a commercial storage facility to store the Contents for as long as Your Home is uninhabitable as a direct result of the damage.

We only pay this benefit if We have not paid You the additional benefit 'Temporary accommodation or loss of rent'

### Replacement keys and locks

If We have paid or agreed to pay a claim for burglary or theft during the Period of Insurance and a key was stolen during that burglary or theft, We pay up to \$1,000 to replace the key and the lock it fitted with a key and lock of a similar make and model.

We only pay to replace a key and the lock it fitted if You own the object for which the key is used and We insure that object.

### Replacement title deeds

If We have paid or agreed to pay a claim for damage to Your Home or Contents (other than under the additional benefit 'Flood cover' in this policy), We pay up to \$2,000 towards the reasonable cost towards what You incur to replace title deeds to the land on which Your Home is built which were damaged or destroyed in the insured event.

### Temporary accommodation or loss of rent

If We have paid or agreed to pay a claim for damage to Your Home (other than under the additional benefit 'Flood cover' in this policy), We pay:

- the reasonable cost for You and Your Family to rent a comparable house in a nearby location; or
- the rental income You lose if at some time during the 60 days prior to the date on which the damage occurred, Your Home was occupied by a tenant,

for as long as Your Home is uninhabitable as a direct result of the damage.

We pay up to \$15,000 towards the cost of 52 weeks rental costs or 52 weeks loss of rent.

We stop paying for alternative rental accommodation and loss of rent once We replace, reinstate or repair the damage to Your Home or pay You to do so or Your Home becomes habitable.

### Tenant's additional benefit

If You are renting Your Home and

'Contents' is shown on the certificate of insurance, this policy is extended to insure damage to the fixtures and fittings which belong to Your landlord and for which You are legally responsible. It also insures fixtures or fittings You install for Your own use.

We only pay this benefit if We would have paid the claim if 'Building' had been shown on the certificate of insurance.

We pay up to \$2,500 for this benefit.

**The following additional benefits are included in the sum insured shown on the certificate of insurance for 'Contents'.**

### Change of address

If 'Contents' is shown on the certificate of insurance and:

- You are permanently moving to another home and You tell Us before You move that You are doing so; and
- We agree before You move to insure Your new home,

We will, for a period of 30 days from the date on which You start moving, insure the Contents under this policy at both addresses.

### Contents in a commercial storage facility

This policy is extended to insure Contents other than money, negotiable instruments or jewellery while being stored in a commercial storage facility if You notify Us and We agree to insure those Contents whilst stored in that facility and 'contents in a commercial storage facility' is shown on the certificate of insurance.

**The following additional benefit is included in the sum insured shown on the certificate of insurance for 'Building'.**

### Costs connected with rebuilding

If We have paid or agreed to pay a claim to replace or reinstate Your Home (other than under the additional benefit 'Flood cover' in this policy), We also pay for:

- the extra cost to comply with the requirement of a public authority in relation to rebuilding Your Home, but not the cost for work You were required to do before the damage occurred
- architects', surveyors' and legal fees
- demolition costs and the costs to clear debris from the site.

We only pay these costs if they are reasonable and We have approved

them before You incur them.

## Optional benefit

### Mortgage protection for a home unit

You have this benefit if Your Home is a home unit which is mortgaged and 'Mortgage protection' is shown on the certificate of insurance.

If a body corporate is required by law to insure Your unit for damage and the unit is damaged by event 1 - 12 during the Period of insurance, We pay the mortgagee (for Your benefit):

- the sum insured shown on the certificate of insurance for 'mortgage protection'; or
- the amount of the damage; or
- the difference between the amount sufficient at the date of the damage to discharge the mortgage and the amount by which the proceeds under the policy taken out by the body corporate are insufficient to cover the damage,

whichever is less.

## Inflation protection

We may automatically increase the sum insured shown on the certificate of insurance for 'Building' having regard to data in the 'Reed Construction Data's Cordell Building Cost Guide' when We:

- apply the sum insured relevant to a claim for a total loss; and
- offer renewal terms. We will base the renewal premium on any increased sum insured.

We will automatically increase the sum insured shown on the certificate of insurance for 'Contents' on the following basis:

- if You have a claim for a total loss, We multiply the proportion of the sum insured which the expired term of the Period of Insurance bears to 365 days by 3%
- when We offer renewal terms, We automatically increase the sum insured shown for 'Contents' by 3% if the Period of Insurance is for 365 days. Where the Period of Insurance is less than 365 days We only increase the sum insured every 365th day You are insured with Us under this policy or a renewed policy. We will base the renewal premium on the increased sum insured.

## Special conditions

### Reinstatement of sum insured

If a sum insured is shown for an item on the certificate of insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was accepted that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We require
- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

*If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item.*

### Unoccupied home

This policy does not insure You if Your Home is left unoccupied for more than 60 consecutive days unless:

- You tell Us before the 60 days begin and We agree to continue to insure Your Home or Contents; and
- You ensure that all doors and windows are left securely locked.

## Special definitions of words used in this policy

**Contents** means the contents described in the tables on pages 56 and 57 which You or a member of Your Family own.

**Contents** do not include:

- a vehicle (other than a bicycle, a motorcycle up to 50 cc capacity, a wheelchair, a golf buggy and a garden appliance which is not required by law to be registered)
- a motor vehicle part or accessory (other than Contents 14 in the table on page 57)
- a boat over 3 metres in length
- a jet ski
- an aircraft
- business property (other than contents 12 in the table on page 56)
- business takings
- plants, shrubs, trees and vines, except as described under the additional benefit 'Plants, shrubs and trees' on page 58
- animals, birds and fish.

**Domestic Building** means the building in which people live.

**Place of Accommodation** means a private residential building, hotel, motel, guest house, club, hospital or nursing home where You are staying temporarily.

**Retail Cost as New** means what it would cost to buy a new item of a similar make and model at the time of the loss or damage.

**Your Home** means:

the Domestic Building, outbuildings, garages and carports and a caravan at the location shown on the certificate of insurance, including

- fixtures and fittings, light fittings, fixed appliances, masts or aerial and satellite dishes
- a fixed floor covering, but not carpet
- external blinds and awnings
- an in-ground swimming pool, fixed sauna and spa
- a tennis court, but not a grass tennis court

- a private boat ramp or jetty
- a wall, gate, fence or terrace
- a cement, bitumen or asphalt path or driveway
- service pipes, cables and meters, as long as You own or are liable for them and only to the extent that they are within the boundary of Your Home.

**Your Home** does not include:

- carpets, internal blinds, curtains and other window coverings, except as provided under the additional benefit 'Landlord's additional benefit'
- a structure used only for business
- a part of the property at the location shown on the certificate of insurance that You use or intend to use for hobby farming activities, whether for profit or not (including stables, machinery sheds, boundary and internal fences).

# Personal legal liability policy

*You have this policy only if You have selected Our Classic home policy or Our Standard home policy and 'Legal liability' is shown on the certificate of insurance for that policy.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on pages 10 and 11 apply to words used in this policy.*

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<b>What is not insured</b>	62
<b>What We pay</b>	62
<b>Additional benefit</b>	
Passenger liability	62
<b>Special definitions of words used in this policy</b>	62

## What You are insured against

This policy insures You and the members of Your Family against legal liability to pay compensation for Personal Injury and Damage to Property directly caused by an Occurrence that happens during the Period of Insurance.

This policy insures You and Your Family:

- as the owner of Your Home if You have insured Your Home with Us
- in any capacity other than as the owner of Your Home, if You have insured Contents, but not Your Home with Us
- in any capacity, if You have insured both Your Home and Contents with Us.

## What is not insured

**This policy does not insure You or Your Family against any liability:**

### 1 for a fine or penalty

### 2 for or in respect of an Occurrence that happens in the United States of America or Canada or their protectorates or dependencies

### 3 that arises pursuant to or in connection with an agreement to the extent that in that agreement You or a member of Your Family take on a legal liability which You or the member of Your Family would not have had if that agreement had not been made

### 4 for Personal Injury:

- to You or a member of Your Family or any person who lives with You or a member of Your Family permanently
- if You or a member of Your Family is required by law to be insured against that liability under another policy of insurance
- to an Employee if the Personal Injury arises out of or in the course of the employment

### 5 for loss of or damage to property:

- belonging to You or a member of Your Family
- in Your physical or legal possession, custody or control or that of a member of Your Family, unless the claim is for damage to a Domestic Building which You lease and occupy (or its contents)

### 6 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:

- the ownership or occupation of a boarding house
- an alteration, addition or repair to Your Home which is in progress if the contract value for the alteration, addition or repair is more than \$25,000
- vibration or interference with the support of other land, buildings or property
- pollution of air, water or soil
- germs, disease, virus, bacteria or other contagion
- the business or occupation of You or a member of Your Family
- You or a member of Your Family, alone or with another or others, carrying on an activity for reward unless You have insured Contents with Us under either Our Classic home or Standard home policy and the activity is shown on the certificate of insurance
- a hobby farm
- goods or a product You or a member of Your Family manufacture or handle for payment
- You or a member of Your Family supplying, or allowing alcohol, drugs or a harmful substance to be consumed
- the use of a lift
- the use of a vehicle (other than a bicycle, motorcycle up to 50cc capacity, wheelchair, electric scooter, garden appliance and golf buggy which is not required by law to be registered)
- use of a boat or jet ski
- use of an aircraft or aerial device
- an article dropped from an aircraft or aerial device
- use of an aircraft landing area
- a breach of Your duty as the owner or occupier of a building or structure We did not insure at the time of the Occurrence that caused the Personal Injury or Damage to Property.

## What We pay

We pay up to the 'Legal liability limit of indemnity' shown on the certificate of insurance for liability arising out of any one Occurrence or series of Occurrences. This includes legal costs You or a member of Your Family incur with Our consent.

This limit is the total amount We pay under this policy and any other policies We issue to You or a member of Your Family in this Plan even though You or that family member may be able to claim under those policies.

This benefit is otherwise subject to the terms of this policy.

## Additional benefit

### Passenger liability

If You insure both Your Home and Contents with Us, We also insure You and the members of Your Family against legal liability to pay compensation for Personal Injury and Damage to Property as a result of an Occurrence which happens in Australia during the Period of Insurance if the Personal Injury and Damage to Property is directly caused by You or a member of Your Family as a passenger in a vehicle.

This additional benefit does not insure any claim made by You or any member of Your Family against You or any member of Your Family, or by any agent, contractor or sub-contractor employed or engaged by You or any member of Your Family.

This additional benefit does not apply if the Person liable to pay compensation is required by law to be insured against that liability under another policy of insurance.

## Special definitions of words used in this policy

'Your Home', 'Contents' and 'Domestic Building' have the same meaning as they have in the definitions in Our Classic home policy and Standard home policy.

# Personal valuables policy

*This policy insures Your Personal Valuables against accidental loss, damage or theft.*

*You only have this policy if the risk 'Personal valuables' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on pages 10 and 11 apply to words used in this policy.*

<b>What You are insured against</b>	<b>64</b>
<b>What is not insured</b>	<b>64</b>
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<b>Special conditions</b>	
Reinstatement of sum insured	64
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<b>Special definitions of words used in this policy</b>	<b>64</b>

## What You are insured against

This policy insures You and the members of Your Family against accidental loss of, accidental damage to and theft of Personal Valuables occurring during the Period of Insurance:

- in Australia or New Zealand or in transit between them
- elsewhere in the world but only for the first 90 days of any one trip undertaken by You or a member of Your Family.

*You may want to speak to Your travel agent about travel insurance if You are going outside Australia for longer than 90 days.*

You can:

- specify each Personal Valuable with its own sum insured; or
- not specify the sum insured for the items, but set a total figure as the sum insured for all of them.

## What is not insured

This policy does not insure You or the members of Your Family against:

### 1 loss or damage directly caused by:

- rain, hail or snow unless the item is contained in a building at the time of the loss or damage
- the action of light or atmospheric conditions
- moths, vermin, insects or pets
- a process of cleaning, repairing or restoring
- mechanical, electrical, electronic or hydraulic breakdown or failure
- faulty or inadequate design, plan or specification
- faulty workmanship or faulty materials
- the use of photographic equipment under water
- Flood
- sea or tidal wave (even if caused by an earthquake)
- Storm Surge or tsunami

### 2 sporting equipment breaking while being used

### 3 scratching, denting, cracking, or breakage of glass or any other article of a brittle nature unless directly caused by fire, lightning, earthquake, storm, explosion,

burglary, theft, vandalism or impact by a vehicle or aircraft

- 4 wear, tear, rust, corrosion, or gradual deterioration
- 5 mildew or mould or damage directly or indirectly caused by or arising out of mildew or mould.

## What We pay

We repair or replace any Personal Valuables that are accidentally lost, stolen or damaged as far as possible to their original condition. Or, at Our option, We pay You the reasonable cost to do so.

If We choose to pay the cost to replace:

- a specified item – We pay the Retail Cost as New of the item at the date of loss, damage or theft up to the amount shown on the certificate of insurance for that item
- an unspecified item – We pay the Retail Cost as New of the item at the date of loss or damage or theft up to \$1,000 or 20% of the sum insured shown on the certificate of insurance for ‘Unspecified items’, whichever is less.

### Pairs and sets

If an insured item consists of a pair or set, We pay the value of the part or parts lost, damaged or stolen. We do not give any allowance for any special value the item may have as a pair or set or for any depreciation in the remaining part or parts.

## Special conditions

### Reinstatement of sum insured

If a sum insured is shown for an item on the certificate of insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was accepted that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We required
- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

If We pay the amount of the sum insured for unspecified items, the sum insured for unspecified items is not reinstated.

*If We pay the sum insured for a specified item or for unspecified items, We suggest*

*You contact Us to discuss insuring the replacement items.*

### Unoccupied building

This policy does not insure You or a member of Your Family if the building in which the Personal Valuables were lost, damaged or stolen was left unoccupied for more than 60 consecutive days unless:

- You tell Us before the 60 days begin and We agree to continue to insure the Personal Valuables; and
- You ensure that all doors and windows are left securely locked.

## Special definitions of words used in this policy

**Personal Valuables** means:

- jewellery, but not an unset precious or semi-precious gem, stone or pearl
- a portable television, radio and sound system
- photographic equipment, but not a photograph or film
- clothes
- an article designed to be worn or carried,

belonging to You or a member of Your Family.

**Personal Valuables** also means the following if specified on the certificate of insurance:

- an item of sporting equipment
- lap top computer hardware
- a stamp, coin, trophy, medal, curio or work of art
- a contact lens
- a mobile phone
- a wheelchair or powered golf buggy, but only if it is also not required by law to be registered.

**Retail Cost as New** means what it would cost to buy a new item of a similar make and model at the time of the loss or damage.

# Domestic workers policy

*This policy insures You against Your legal liability to a Domestic worker.*

*You only have this policy if the risk 'Domestic workers' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on pages 10 and 11 apply to words used in this policy.*

<b>What You are insured against</b>	<b>66</b>
<b>What is not insured</b>	<b>66</b>
<b>What We pay</b>	<b>66</b>
<b>Special definitions of words used in this policy</b>	<b>66</b>

## What You are insured against

This policy insures You against Your legal liability to pay a Domestic Worker:

- workers' compensation benefits pursuant to the *Workers' Compensation and Injury Management Act 1981 WA*; and
- common law damages for negligence,

for an Injury that occurs during the Period of Insurance.

This policy only insures You against Your legal liability to pay common law damages if the Domestic Worker is entitled to workers' compensation benefits from You for the same Injury.

## What is not insured

This policy does not insure You against Your legal liability:

- 1 for common law damages if You are required by law to be insured against that liability under another policy of insurance; or
- 2 to a worker employed by You in Your business, trade or profession.

*If You employ a worker in Your own business, trade or profession, We suggest You speak to Us about taking out an 'Employers' Indemnity policy' to insure You against Your liability to that worker for workers' compensation benefits and common law damages.*

## What We pay

We pay up to \$50,000,000 for Your legal liability to any one or more Domestic Workers arising out of the one event or series of events. This includes legal costs in defending an action by a Domestic Worker against You which You incur with Our written consent.

## Special definitions of words used in this policy

**Domestic Worker** means a natural person permanently employed by You to do work in or about Your home, but only if Your home is at the location shown on the certificate of insurance.

**Domestic Worker** does not include a person who is a Member of Your Family living with You at the location shown on the certificate of insurance unless You give Us written notice before the Injury of:

- his or her name; and
- the nature of the employment; and
- the wages You estimate You will pay to him or her during the Period of Insurance.

**Injury** means an injury as defined by the *Workers' Compensation and Injury Management Act WA 1981*.

**Member of Your Family** has the meaning given to "member of a family" under section 5(1) of the *Workers' Compensation and Injury Management Act WA 1981*.

# Motor vehicle policy

*This policy offers a variety of different insurance so that You can choose the one that best suits Your particular needs.*

*You only have this policy if the risk 'Motor vehicle' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on pages 10 and 11 apply to words used in this policy.*

<b>The types of cover We offer</b>	<b>68</b>	Signwriting costs	71
<b>The use of Your Vehicle for which You are insured under section 1 of this policy (if Your Vehicle is damaged or stolen) and section 2 of this policy (the insurance for legal liability)</b>	<b>68</b>	Windscreen bonus	71
<b>What is not insured under sections 1 and 2 of this policy</b>	<b>68</b>	<b>Optional benefits for Private Use with 'Comprehensive' cover</b>	
<b>When You are not insured under sections 1 and 2 of this policy</b>	<b>69</b>	Named drivers only	71
<b>Section 1: what You are insured for if Your Vehicle is damaged or stolen</b>	<b>69</b>	No claim bonus protection	71
<b>Additional benefits - Private Use with 'Comprehensive' cover</b>	<b>70</b>	<b>Caravan annexe and contents</b>	<b>71</b>
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Trailer	70	Other vehicles	72
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Emergency repairs and towing	70	Your employer or principal	72
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No fault bonus	70	Excesses for young, inexperienced and other drivers	72
Recovery costs	71	Tipping hoist excess	73
Replacement keys and locks	71	Underground excess	73
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		Vehicle excess	73
		<b>Special definitions of words used in this policy</b>	<b>74</b>

## The types of cover We offer

We offer 4 different types of insurance against the physical loss of or physical damage to Your Vehicle and Your liability for Damage to Property or Personal Injury caused by Your Vehicle. The table below shows each type of insurance cover We offer.

The extent of insurance You have depends on the type of insurance cover You have taken out.

The vehicle You have insured and the cover You have taken out for it is shown on the certificate of insurance.

IF THE CERTIFICATE SHOWS	YOU GET
Comprehensive	<p><b>insurance against accidental damage to or theft of Your Vehicle</b></p> <p>plus the additional benefits noted in this policy for Private Use if 'Private Use' is shown on the certificate of insurance</p> <p>plus the insurance for legal liability</p> <p>plus the additional benefits for legal liability</p>
Fire theft and legal liability	<p><b>insurance for fire and theft only</b></p> <p>plus the insurance for legal liability</p> <p>plus the additional benefits for legal liability</p>
Fire and theft only (only available for vehicles insured for Farm Use)	<p><b>insurance against accidental damage by fire to Your Vehicle; damage by a thief to Your Vehicle and for the theft of Your Vehicle</b></p>
Legal liability	<p><b>insurance for legal liability</b></p> <p>plus the additional benefits for legal liability (You are not insured against damage to Your Vehicle except in very limited circumstances - see page 72 - Damage to Your Vehicle by an uninsured vehicle)</p>

## The use of Your Vehicle for which You are insured under section 1 of this policy (if Your Vehicle is damaged or stolen) and section 2 of this policy (the insurance for legal liability)

We allow You to insure Your Vehicle for 1 of 3 uses: 'Private Use', 'Business Use' or 'Farm Use'. We tell You in the special definitions on page 74 what We mean by each of these terms.

The use for which Your Vehicle is insured is shown on the certificate of insurance.

## What is not insured under sections 1 and 2 of this policy

You are not insured under section 1 and 2 of this policy against:

- 1 wear, tear, corrosion, rust or gradual deterioration
- 2 a structural failure, mechanical, electrical, electronic or hydraulic breakdown, failure or breakage
- 3 damage to a tyre or tractor tread directly caused by the road, by the application of brakes or by a puncture or burst
- 4 loss of use except as specifically provided in this policy or shown on the certificate of insurance
- 5 loss of, or damage to:
  - a drill shaft bit; or
  - a drilling rig bit,

whilst being used in the course of drilling
- 6 for damage to a concrete agitator, bowl or pump or their fittings directly caused by the hardening or setting of concrete
- 7 theft by any person:
  - who is insured by this policy
  - to whom Your Vehicle is on hire
  - for whose debt Your Vehicle is security under an agreement entered into by any Person insured by this policy.

## When You are not insured under sections 1 and 2 of this policy

You are not insured under section 1 and section 2 of this policy while Your Vehicle:

- 1 is being driven, towed, operated by or in the charge of a person who:**
    - did not have a licence required by law; or
    - was under the influence of alcohol or a drug; or
    - had more than the legal limit of alcohol or a drug in their blood; or
    - subsequently refused to undergo a legal test for the amount of alcohol or a drug in their blood in connection with their driving, towing, operating or being in charge of the vehicle
- If You were not the driver or the person operating or in charge of the vehicle at the time of the loss, damage or Occurrence, We will not rely on this exclusion if You can satisfy Us that at the time of the loss, damage or Occurrence You did not know and could not reasonably have known, that the driver or person operating or in charge of Your Vehicle:*
- did not have the required licence; or
  - was or might be under the influence of alcohol or a drug
- 2 is being used for a use other than the one shown on the certificate of insurance**
  - 3 is being used whilst unregistered when the law requires it to be registered**
  - 4 is unsafe or unroadworthy**
  - 5 forms part of Your stock in trade**
  - 6 is being used in an experiment, stunt, racing, pace-making, reliability trial, hill climbing, sporting event or demonstration**
  - 7 is carrying, lifting or towing a heavier load or carrying more passengers than designed for or permitted by law**
  - 8 is carrying a passenger for payment unless as part of a private vehicle pooling arrangement**
  - 9 is being let or hired**
  - 10 is being used to teach driving skills for reward.**

## Section 1: what You are insured for if Your Vehicle is damaged or stolen

### Comprehensive cover

If 'Comprehensive' is shown on the certificate of insurance and Your Vehicle is accidentally damaged or stolen while in Australia during the Period of Insurance, We may at Our option:

- repair it or pay You the reasonable cost of repairs at the time of the damage or theft; or
- pay You the sum insured for Your Vehicle if it is a total loss and 'Private Use' and 'Agreed Value' are shown on the certificate of insurance; or
- pay You the Retail Cost (excluding registration and insurance) at the time that it was damaged or stolen if Your Vehicle is a total loss and 'Private Use' and 'Retail Cost' are shown on the certificate of insurance; or
- pay You the lesser of the sum insured for Your Vehicle and Retail Cost (excluding registration and insurance) at the time that it was damaged or stolen if Your Vehicle is a total loss and 'Farm Use' or 'Business Use' are shown on the certificate of insurance.

### Fire theft and legal liability and fire and theft only

If 'Fire theft and legal liability' or 'Fire and theft only' are shown on the certificate of insurance and Your Vehicle is accidentally damaged by fire, damaged by a thief or stolen while in Australia during the Period of Insurance, We may at Our option:

- repair it or pay You the reasonable cost of repairs; or
- pay You the lesser of the sum insured and Retail Cost (excluding registration and insurance) at the time that it was damaged or stolen if Your Vehicle is a total loss.

### New vehicle

We replace Your Vehicle with a new vehicle of a similar make and model or at Our option, pay You what it would cost to do so if:

- We consider that Your Vehicle is a total loss as a result of an insured event; and
- 'Private Use' and 'Comprehensive' are shown on the certificate of insurance; and

- Your vehicle is within 2 years of the date of its original registration and it was new or a demonstration model when You purchased it; and
- the odometer reading is 35,000 kilometres or less at the time of the loss; and
- the agreed value (if 'Agreed Value' is shown on the certificate of insurance) is at least 80% of what it would cost to buy the new vehicle (excluding registration and insurance).

If We pay You the cost of a new vehicle, We:

- calculate the amount We pay as if the vehicle is readily available locally
- do not include in the cost of the new vehicle registration, insurance or stamp duty.

If 'Agreed Value' is shown on the certificate of insurance and that agreed value is:

- more than what it would cost to buy the new vehicle; or
- less than 80% of what it would cost to buy the new vehicle,

then We will pay You the agreed value.

*Please speak to Us if You want to insure tools which are not normally offered for sale with Your type of vehicle.*

### Our repair policy

We do not operate a 'Network Smash Repairer Scheme'. We may refer You to a preferred repairer, but only if We are satisfied that they are suitable and competent to complete the repairs. We authorise the use of genuine parts wherever available. Recycled parts are only used where necessary given the age and condition of Your vehicle. A repairer might sub let repairs if the nature of repairs requires an expertise in a different discipline. If We authorise any repair work to Your Vehicle and it is not of an appropriate standard, We will arrange rectification of that work on Your behalf.

### Parts

We do not pay for an international freight charge or an amount exceeding the manufacturer's list price for any part unless the charge or amount is incurred with Our prior consent.

## Total loss

If We consider that Your Vehicle is a total loss as a result of an accident or theft, We are entitled to claim the wreck if We pay at least the Retail Cost or the agreed value if 'Agreed Value' is shown on the certificate of insurance.

We regard Your Vehicle as a total loss if:

- the cost of repairs plus salvage value equals or exceeds the sum insured or Retail Cost; or
- it is not found within 2 weeks of Your reporting it as stolen to the police.

## Additional benefits – Private Use with 'Comprehensive' cover

You have these additional benefits if 'Private Use' and 'Comprehensive' are shown on the certificate of insurance for Your Vehicle. *You do not have these additional benefits if a trailer, motorised caravan, mobile or motor home or motor cycle is shown as Your Vehicle on the certificate of insurance.*

### AAA rating bonus

We give You 'AAA' rating when You have insured Your Vehicle with Us under a comprehensive cover for at least 2 consecutive years on a full no-claim bonus and You have not made a claim for theft or an accident involving that vehicle or a replacement vehicle where You are at fault.

If You have 'AAA' rating for Your Vehicle, You keep Your entitlement to a no-claim bonus in connection with Your Vehicle if You make only one claim on this policy where You are at fault.

In addition, We pay up to \$1,000 in total for accommodation, transport and vehicle hire costs if Your Vehicle becomes unusable as a result of accidental damage or theft during the Period of Insurance.

We only pay the reasonable:

- cost You incur to obtain transport to Your home or Your destination or to alternative accommodation
- rent You incur for alternative accommodation
- hire cost You incur for a temporary replacement vehicle of a similar type.

We do not pay these vehicle hire costs if You are entitled to the additional benefit 'Hire costs' after Your Vehicle is stolen.

## Automatic cover for replacement vehicle

If You replace Your Vehicle during the Period of Insurance, this policy will insure the replacement vehicle from its date of purchase until the end of that Period of Insurance if:

- You tell Us within 14 days of buying the replacement vehicle; and
- the value of the replacement vehicle (excluding registration and insurance) is not more than:
  - \$150,000 for any replacement vehicle except a caravan; or
  - \$50,000 for a caravan; and
- You pay the additional premium and accept any additional terms We require.

### Hire costs

If Your Vehicle is stolen during the Period of Insurance, We pay up to \$1,000 towards the reasonable hire costs You incur for a temporary replacement vehicle of a similar type for up to 14 days or the date Your Vehicle is recovered in a useable and roadworthy condition, whichever is earlier. We do not pay for fuel, running costs or other charges.

### Insurance of a hired or borrowed vehicle

If Your Vehicle is stolen or damaged and We have paid or agreed to pay a claim for it under this policy, We also insure a vehicle that You hire or borrow as a temporary replacement for up to 14 days against accidental damage or theft. We only pay a claim in respect of that vehicle if We would have paid a claim under this policy if it had been Your Vehicle. We pay any claim:

- on the same terms and conditions as We would for Your Vehicle; and
- up to the 'Agreed Value' shown on the certificate of insurance or the Retail Cost (excluding registration and insurance) of Your Vehicle at the time of the loss or damage, if 'Retail Cost' is shown on the certificate of insurance.

*Please speak to Us if the value of the hired or borrowed vehicle is greater than Your Vehicle and You want to discuss taking out additional insurance.*

### Personal property

We pay up to \$500 for Your personal property contained in the boot or cab of Your Vehicle if during the Period of Insurance it is:

- stolen – but only if Your Vehicle was securely locked at the time of the theft; or
- accidentally damaged by fire, collision or overturning of Your Vehicle.

We do not pay for loss of or damage to:

- money; or
- goods connected with any trade, business or occupation.

### Trailer

We pay up to \$1,000 for damage or loss of a two-wheel box trailer You own if it is accidentally damaged or stolen during the Period of Insurance while attached to Your Vehicle.

You do not get this benefit if the trailer is shown as Your Vehicle on the certificate of insurance.

This benefit is otherwise subject to the terms of this policy.

## Additional benefits – all uses with 'Comprehensive' cover

You have these additional benefits if 'Comprehensive' is shown on the certificate of insurance for Your Vehicle.

### Emergency repairs and towing

If We have paid or agreed to pay a claim for damage to Your Vehicle, We also pay up to \$5,000 towards the reasonable cost You incur to have:

- Your Vehicle towed from the place at which it was damaged to the nearest safe or secure place; and
- emergency repairs carried out on Your Vehicle to make it safe and roadworthy,

as a result of that damage.

### General average/salvage costs

This policy is extended to insure You for general average or salvage which You are charged for a loss occurring during the Period of Insurance in relation to a ship transporting Your Vehicle by sea within Australia.

### No fault bonus

You do not have to pay an excess on a claim and You do not lose Your no-claim bonus if Your Vehicle is accidentally damaged and in Our opinion the driver of Your Vehicle was not at fault and You provide Us with the registration number of the other vehicle and the name and address of its owner or driver.

### Recovery costs

If Your Vehicle is stolen during the Period of Insurance and recovered within 2 weeks of it being stolen, We pay up to \$500 towards the cost of returning Your Vehicle to the place where You usually keep it.

### Replacement keys and locks

If during the Period of Insurance:

- a key to Your Vehicle is stolen; or
- a lock barrel of Your Vehicle is damaged by someone in the course of them stealing or attempting to steal Your Vehicle,

We pay up to \$1,000 towards the reasonable cost You incur to replace a damaged key and lock barrel.

### Signwriting costs

If Your Vehicle is:

- stolen and We have paid or agreed to pay a claim for it under this policy, We pay up to \$2,000 towards the cost You reasonably incur to apply sign writing to Your replacement vehicle to the same specification as any sign writing as originally on Your Vehicle
- damaged and We have paid or agreed to pay a claim for the damage under this policy, We pay up to \$2,000 towards the cost You reasonably incur to redo any sign writing on Your Vehicle which was damaged.

### Windscreen bonus

You do not lose Your no claim bonus for a broken windscreen or window glass claim if:

- the windscreen or window was broken by accident; and
- the broken windscreen or window is the only damage arising out of the accident; and
- it is more than one year since Your Vehicle had a broken windscreen or window for which We paid a claim.

## Optional benefits for Private Use with 'Comprehensive' cover

### Named drivers only

*Depending on Your circumstances, We may offer to reduce Your premium if You take reduced insurance cover for accidental damage to Your Vehicle as described in this benefit. You only have*

*this benefit if We offer You this benefit and You accept Our offer.*

If 'Named drivers only' is shown on the certificate of insurance, You are not insured for accidental damage to Your Vehicle unless the person who was driving or in charge of Your Vehicle when the damage occurred:

- is named on the certificate of insurance as a 'Regular driver' or 'Additional driver' of Your Vehicle
- was not at fault
- was driving Your Vehicle to seek emergency medical treatment for a person in Your Vehicle
- was driving Your Vehicle in connection with repairing, servicing or testing it for reward.

This benefit is otherwise subject to the terms of this policy.

### No claim bonus protection

If 'No claim bonus protection' is shown on the certificate of insurance, You retain Your entitlement to a no claim bonus in connection with Your Vehicle if You make only one claim on this policy where You are at fault.

You are only entitled to this benefit if:

- Your 'no claim bonus' is at least 60% and You do not yet have AAA rating bonus; and
- You pay Us the premium We require for this benefit.

## Caravan annexe and contents

You are insured against damage to Your caravan:

- annexe if 'Annexe' is shown on the certificate of insurance
- contents if 'Contents' is shown on the certificate of insurance.

You are only insured if the damage is directly caused by:

- fire, explosion, lightning, earthquake, riot or civil commotion, vandalism or thieves; or
- collision or overturning of the hauling vehicle or caravan,

that occurs in Australia during the Period of Insurance.

If 'Contents' is shown on the certificate of insurance You are also insured for theft of contents from within Your caravan during the Period of insurance following forcible entry to it.

We pay the amount shown in the third

column for the type of contents shown in the first column of the table in Our Standard home policy on page 56 of this Plan.

We pay up to the sum insured shown on the certificate of insurance for:

- 'Annexe' for damage to Your caravan annexe
- 'Contents' for damage to or theft of Your Caravan Contents.

## Section 2: the insurance for legal liability

If 'Comprehensive', or 'Fire theft and legal liability', or 'Legal liability' are shown on the certificate of insurance, We pay all amounts that You (or any person driving or in charge of Your Vehicle with Your permission) are legally liable to pay as compensation for:

- Personal Injury
- Damage to Property

directly caused by Your Vehicle or the use of Your Vehicle and arising out of an Occurrence that happened in Australia during the Period of Insurance.

## What is not insured for legal liability

This policy does not insure You against liability:

### 1 for Personal Injury to:

- You or any member of Your Family or a person driving or in charge of Your Vehicle or any relative of that person
- a person living permanently with a Person insured by this policy
- an Employee, worker, agent, contractor or subcontractor employed or engaged by any Person insured by this policy

### 2 for Damage to Property, Personal Injury or a cost incurred by or on behalf of a government authority in a clean-up, directly or indirectly caused by or arising out of:

- the transport of Dangerous Goods in a Placard Load or on a vehicle or in or on a vehicle attached to or towing a vehicle from one place to another; or
- the loading or unloading of Dangerous goods in a Placard Load, except as described under the additional benefit 'Transport of Dangerous Goods'

**3 for loss or damage directly or indirectly caused by or arising out of:**

- the weight of Your Vehicle and its load
- tunnelling, underpinning, vibration or interference with the support of land, buildings or property

**4 for loss or damage to underground services or underground property unless, when the loss or damage occurred, the person who caused the loss or damage:**

- could readily see the underground service or underground property; or
- could not readily see the underground service or underground property and was not aware (and could not reasonably have been aware) of the exact location of the underground service or underground property

*For example, Telstra advise that they are a member of the 'Dial Before You Dig' service which enables people to find out about various underground services in the area in which they intend to dig. We will rely on this exclusion if You damage a Telstra or other underground service without having utilised the 'Dial Before You Dig' service to check the location of underground services.*

**5 for Personal Injury if Your Vehicle is registered or the person making the claim on this policy is required by law to be insured against that liability under another policy of insurance**

**6 arising pursuant to or in connection with an agreement in which You expressly take on a legal liability which would not have been imposed if the agreement had not been made**

**7 for loss of or damage to property belonging to a Person insured under this policy**

**8 for loss of or damage to the load or contents of Your Vehicle or any vehicle towed by Your Vehicle.**

## What We pay for legal liability

We pay up to the limit of indemnity shown on the certificate of insurance as the 'Legal liability limit'. We pay up to this amount for all claims (including all costs and expenses) arising from

the one Occurrence or series of Occurrences.

### Other policies

The limits described are the maximum We pay under this policy and under any other policies We issue to You in this Plan even though You may have a claim under another policy.

## Additional benefits for legal liability

### Damage to Your Vehicle by an uninsured vehicle

If Your Vehicle is in an accident with another vehicle during the Period of Insurance, We will pay for the damage to Your Vehicle and the cost of towing Your Vehicle to the nearest safe or secure place.

We pay this benefit only if:

- 'Fire theft and legal liability' or 'Legal liability' together with 'Private Use' are shown on the certificate of insurance for Your Vehicle; and
- in Our opinion, the driver of Your Vehicle was not to blame for the accident and You supply Us with the registration number of the other vehicle and the name and address of its owner or driver; and
- neither the owner nor the driver of the other vehicle is insured against their liability for the damage to Your Vehicle.

We pay up to \$5,000 towards the reasonable cost to repair Your Vehicle or if it is a total loss, its Retail Cost (excluding registration and insurance) at the time of the accident. If We pay the Retail Cost then, at Our option, We are entitled to claim the wreck.

### Other vehicles

We treat a vehicle You do not own but which is in Your legal possession, custody or control as Your Vehicle if You are using it as a temporary replacement for Your Vehicle because Your Vehicle is not in a useable condition at the time.

You have his benefit only if one temporary replacement vehicle is being used at any one time in place of Your Vehicle.

### Transport of Dangerous Goods

This policy is extended to insure You against Your legal liability to pay compensation for:

- Damage to Property
- Personal Injury

- a cost incurred by or on behalf of a government authority in a clean-up, directly caused by the transport of Dangerous Goods in a Placard Load on a vehicle or in, or on, a vehicle attached to or towing a vehicle from one place to another or directly caused by the loading or unloading of those Dangerous Goods and arising out of an Occurrence that happens in Australia during the Period of Insurance.

This benefit does not insure You for Your liability for Personal Injury if the vehicle is registered or You are required by law to be insured against that liability under another policy of insurance.

We pay up to \$2,500,000 or the amount shown on the certificate of insurance for 'Dangerous goods' (whichever is greater), for all claims arising out of the one Occurrence or series of Occurrences.

This benefit is otherwise subject to the terms of this policy.

### Your employer or principal

This policy is extended to insure Your employer or principal against their legal liability directly caused by Your use of Your Vehicle for their business.

You do not have this benefit if Your Vehicle belongs to Your employer or principal.

We only pay this benefit if We agree to indemnify You against Your legal liability incurred while You are using Your Vehicle for their business.

This benefit is otherwise subject to the terms of this policy.

## Special condition which applies to sections 1 and 2 of this policy - excesses

The excesses below apply to sections 1 and 2 of this policy.

If more than one of these excesses is applicable, then You must pay all of them and also any other applicable excess shown on the certificate of insurance.

### Excesses for young, inexperienced and other drivers

This excess is in addition to the other excesses described in this Special condition.

*In calculating Your premium, We take into account the age and experience of the people who will be driving, operating and in charge of Your Vehicle.*

The amounts of this excess is shown on the certificate of insurance as the 'Driver excess'. A driver excess is payable if at the time of the loss or damage or Occurrence the person driving or operating or in charge of Your Vehicle, or driving or operating or in charge of a vehicle towing Your caravan or trailer:

- is:
  - under 19 years of age
  - 19 - 20 years of age
  - 21 - 24 years of age
  - 25 years of age and over and has held a driver's licence for less than 2 years
- has been licensed for less than 2 consecutive years following re-issue or reinstatement of a driving licence after its cancellation or suspension.

You do not have to pay a 'Driver excess' if:

- Your Vehicle is stolen or damaged as a result of theft or attempted theft by anyone other than a member of Your Family
- You are entitled to the additional benefit 'No fault bonus' described on page 70
- Your claim is only for the additional benefit 'Windscreen bonus' described on page 71
- Your claim is only for additional benefit 'Damage to Your Vehicle by an uninsured vehicle' described on page 72.

### **Tipping hoist excess**

You must pay double the 'Vehicle excess' for loss or damage directly caused by the operation of a tipping hoist.

### **Underground excess**

If 'Underground excess' is shown on the certificate of insurance, You must pay that excess for a claim in connection with damage to an underground service or underground property or loss as a result of the damage.

### **Vehicles exceeding 10 tonne**

If 'Business Use' is shown on the certificate of insurance and Your Vehicle is a prime mover or a truck with a carrying capacity of more than 10 tonne, the excess You are required to pay is doubled for the theft of Your Vehicle or damage to Your Vehicle when outside the 'Radius of Operations' shown on the certificate of insurance.

### **Vehicle excess**

The amount of this excess is shown as a 'Vehicle excess' on the certificate of insurance. It is payable on a claim in connection with the vehicle insured by this policy or any vehicle being used temporarily as a replacement for it.

*You do not have to pay the vehicle excess if:*

- *You are entitled to the additional benefit 'No fault bonus' described on page 70*
- *it relates to a claim for the additional benefit 'Damage to Your Vehicle by an uninsured vehicle' described on page 72*
- *the claim against You is for damage to an underground service or underground property or loss as a result of the damage and You are not claiming for damage to Your Vehicle.*

## Special definitions of words used in this policy

**Business Use** means:

- use in connection with Your occupation or business; and
- use for social, domestic and pleasure purposes.

**Business Use** includes Your vehicle being used:

- in connection with repairs, servicing and testing
- to teach someone to drive for free
- in a demonstration while selling Your vehicle.

**Caravan Contents** means the type of Contents 1 to 9 and 11 shown in the first column of the table on page 56 of this Plan.

**Dangerous Goods** has the same meaning as set out in the 'Australian Code for the Transport of Dangerous Goods by Road and Rail'.

**Farm Use** means:

- use in connection with Your occupation as a farmer; and
- use for social, domestic and pleasure purposes.

**Farm Use** includes Your vehicle being used:

- in connection with repairs, servicing and testing
- to teach someone to drive for free
- in a demonstration while selling Your vehicle.

**Placard Load** has the same meaning as set out in the 'Australian Code for the Transport of Dangerous Goods by Road and Rail'.

**Private Use** means:

- use for social, domestic and pleasure purposes; and
- use by You in person in connection with Your business or occupation *but not* when You are using Your Vehicle for the business or occupation of:
  - outdoor sales, commercial travelling, collecting or delivery, insurance assessing, a manufacturer's agent, a stock or station agent, an

auctioneer, a real estate agent or a sales, a driving instructor, a motor trade; or

- carrying goods, articles or passengers for payment (however, You can use it in a private pool or car sharing arrangement if You do not make a profit).

**Private Use** includes Your vehicle being used:

- in connection with repairs, servicing and testing
- to teach someone to drive for free
- in a demonstration while selling Your vehicle.

**Radius of Operation** means the radius of operation shown on the certificate of insurance and measured from the location shown on the certificate of insurance.

**Retail Cost** means what it would cost to buy a vehicle of a similar make, model and condition, ignoring accessories and modifications not usually factory fitted to such a vehicle unless they are listed on the certificate of insurance under the heading 'Accessories', at the time of the loss or damage.

**Your Vehicle** means the vehicle shown on the certificate of insurance and:

- the tools which are normally offered for sale with vehicles of a similar make and model
- accessories that are usually factory fitted by the manufacturer or dealer to such a vehicle (but not a caravan annexe if Your Vehicle is a caravan)
- non standard equipment or accessories including those fitted by the manufacturer or dealer, up to a value of \$500
- an accessory specified on the certificate of insurance under a heading 'Accessories',

which are on, attached to or locked in Your Vehicle at the time of damage or theft.

# Pleasure boat policy

*This policy insures Your Boat.*

*You only have this policy if the risk 'Pleasure boat' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy.*

*The General definitions on pages 10 and 11 apply to words used in this policy.*

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## The types of cover We offer

We offer insurance cover for:

- accidental damage to and theft of Your Boat
- legal liability You incur in using Your Boat.

## Section 1: the insurance against accidental damage or theft

**If Your Boat is not a surfcat, sailboard or similar funcraft**

This policy insures You against:

- accidental damage to Your Boat
- theft of or from Your Boat, occurring during the Period of Insurance.

**If Your Boat is a surfcat, sailboard or similar fun craft**

This policy insures You against

- accidental damage to Your Boat directly caused by fire or collision or impact with any object
- theft of or damage to Your Boat directly caused by theft or attempted theft but only if a substantial anti-theft device was attached to it and a stanchion at the time and the theft or attempted theft involved the damage or destruction of the device
- theft of or damage to Your Boat directly caused by theft or attempted theft following forcible entry to the building where Your Boat is kept (but only if the building is locked),

occurring during the Period of Insurance.

## What is not insured under section 1 of this policy

**Section 1 of this policy does not insure You against:**

### 1 damage to:

- a motor that falls from the hull
- the bottom treatment or paintwork of Your Boat
- moorings

### 2 damage directly caused by:

- structural failure
- mechanical, electrical, electronic or hydraulic breakdown

- wear, tear, corrosion, rust or gradual deterioration
- vermin, insects or borers
- marine growth

### 3 damage directly or indirectly caused by or arising out of a fault in Your Boat of which You were aware or of which You ought reasonably to have been aware at the time of the damage

### 4 theft by any Person:

- insured by this policy
- for whose debt Your Boat is security under any agreement entered into by a Person insured by this policy.

*Please also refer to the information on page 77, 'When You are insured under sections 1 and 2 of this policy' and 'When You are not insured under sections 1 and 2 of this policy'.*

## What We pay if Your Boat is damaged or stolen

If Your Boat is damaged or stolen, We may at Our option:

- repair or replace it; or
- pay You the reasonable cost to repair or replace it at the time of the damage or theft.

We pay up to the Retail Cost as New or the sum insured shown on the certificate of insurance, whichever is less.

We also pay You up to 50% of the sum insured for the hull for the total of:

- any expense You reasonably incur to avoid or limit a loss, damage or Salvage Charges
- Salvage Charges You incur.

We do not pay for an international freight charge or an amount exceeding the manufacturer's list price for a part unless the charge or price is incurred with Our consent.

### Total loss

If We consider Your Boat is a total loss, We pay:

- the Retail Cost as New if it is less than 3 years old from the date of manufacture and the sum insured shown on the certificate of insurance is at least 80% of the Retail Cost as New; or
- the Retail Cost or the sum insured shown on the certificate of insurance if Your Boat is 3 years or

older from the date of manufacture, whichever is less.

We are entitled to claim the wreck if We pay at least the Retail Cost.

*We regard Your Boat as a total loss if the cost of repairs plus salvage value equals or exceeds the sum insured or Retail Cost or it is not found within 2 weeks of Your reporting it as stolen to the police.*

When You are deciding on a sum insured for the hull, remember that it needs to be enough to cover the permanent attachments to the hull.

## Additional benefits

### Automatic cover for a replacement boat

If You replace Your Boat with a similar boat during the Period of Insurance, this policy will insure the replacement boat for 14 days from the date of purchase if:

- You buy the replacement boat within 30 days of selling or disposing of Your Boat; and
- the replacement boat costs no more than double the Retail Cost of Your Boat at the time You sold or disposed of it (excluding registration costs and insurance).

This benefit is otherwise subject to the terms of this policy.

### Clean up costs

We pay up to \$20,000 towards the reasonable costs You incur to clean up oil, diesel, petroleum products, effluent or sewerage accidentally released or discharged from Your Boat for all claims arising out of the one event, if the clean up occurs:

- during the Period of Insurance; and
- within 24 hours of the accidental release or discharge.

This benefit is in addition to the sum insured.

### Equipment and accessories

If an item of 'Equipment and accessories' is shown on the certificate of insurance, the item specified is insured against:

- accidental damage directly caused by Your Boat being stranded or sunk, catching on fire, or colliding with any external object
- theft if Your Boat is stolen and the item is on or in Your Boat at the time

- theft following forcible entry to Your Boat or the building where it is kept (but only if Your Boat or building is locked),

occurring during the Period of Insurance.

We pay the Retail Cost as New, or the sum insured shown on the certificate of insurance for the damaged or stolen item, whichever is less.

If 'Equipment and accessories' is not shown on the certificate of insurance, We pay up to \$500 for all claims for any item or items of equipment or accessories damaged or stolen as a result of the one event.

We only pay a claim for an item of equipment and accessories not shown on the certificate of insurance if We would have paid the claim if the item had been shown on the certificate of insurance.

### Stranding

If Your Boat is stranded during the Period of Insurance, We pay up to \$1,000 for an expense You reasonably incur to inspect the hull, even if no damage is found.

### Towing

If We have paid or agreed to pay a claim for damage to Your Boat, We pay the reasonable cost You incur to have Your Boat towed from the area in which it was damaged (on land or at sea), to the nearest safe or secure place.

We pay up to \$500 for all towing costs arising out of damage to Your Boat during the Period of Insurance.

### Your Personal Effects

We pay up to \$200 any one item of Personal Effects and up to \$2,000 for all claims relating to all Personal Effects arising out of the one event during the Period of Insurance.

## Section 2: the insurance for legal liability

We insure You (or anyone driving or in charge of Your Boat or acting as an observer on it with Your permission), for legal liability to pay compensation for:

- Personal Injury
- Damage to Property
- an attempt to raise, remove or destroy the wreck of Your Boat, or any negligent failure by You to do so,

directly caused by Your Boat or the use of Your Boat and arising out of an Occurrence that happened during the Period of Insurance.

## What Your legal liability insurance does not insure against

Section 2 of this policy does not insure You against a liability:

- 1 pursuant to or in connection with an agreement in which the Person making the claim on this policy expressly takes on a legal liability which would not have been imposed if that agreement had not been made**
- 2 directly or indirectly caused by or arising out of a seeping, polluting or contaminating substance, including a cost to clean up or remove the substance**
- 3 for the cost to remove subsurface oil, gas or any similar substance or property of another Person consequent on damage directly caused by Your Boat**
- 4 for the cost of a search, location, recovery, salvage or similar action by a sea or air rescue or recovery service**
- 5 for damage to property belonging to You or in Your possession, custody or control**
- 6 for Personal Injury to:**
  - You or anyone living permanently with You or an Employee or Your agent, contractor or subcontractor
  - a person driving or in charge of Your Boat or acting as an observer on it
  - a person driving or in charge of the vehicle towing Your Boat
  - a member of the crew of Your Boat (whether a volunteer or not)
  - a person while kite-skiing, paragliding or engaging in any other airborne activity while being towed by Your Boat (unless the death or injury occurs to a person while on Your Boat)
  - a person while waterskiing from Your Boat unless 'Waterskiing' is shown on the certificate of insurance
- 7 for Personal Injury if the Person making the claim on this policy is required by law to be insured against that liability under another policy of insurance.**

## When You are insured under sections 1 and 2 of this policy

You are only insured when Your Boat is:

- afloat on an inland body of water, harbour, estuary, waters within the Great Barrier Reef, and coastal waters of Australia up to 50 kms from shore
- laid up on shore in Australia
- being towed or carried in Australia

## When You are not insured under sections 1 and 2 of this policy

### 1 You are not insured when Your Boat:

- does not have a license required by law
- is unsafe or unseaworthy
- is being used in, or is being prepared for, an experiment, test, stunt, pacemaking, reliability trial, speed test, or competition
- is being used in, or is being prepared for, racing unless 'Racing' is shown on the certificate of insurance
- is being let, hired or chartered
- is being driven or piloted by or in the charge of a person, or is being towed by a vehicle which is being driven by or in the charge of a person who:
  - does not have a licence or ticket required by law
  - is under the influence of alcohol or a drug
  - has more than the legal limit of alcohol or a drug in their blood; or
  - subsequently refused to undergo a legal test for the amount of alcohol or drug in their blood in connection with their driving, towing, operating or being in charge of Your boat or the vehicle.

*If You were not the driver or the person piloting or in charge of Your Boat at the time of the loss, damage or Occurrence, We will not rely on the exclusion in this bullet point if You can satisfy Us that at the time of the loss, damage or Occurrence You did not know, and could not reasonably have known, that the driver or person operating or in charge of Your Boat:*

- \* *did not have the required licence; or*
- \* *was or might be under the influence of alcohol or a drug.*

## What We pay for legal liability

We pay up to the limit shown on the certificate of insurance for 'Legal liability limit of indemnity'. We pay up to this amount for all claims (including all costs and expenses) arising out of the one Occurrence or series of Occurrences.

## Special definitions of words used in this policy

**Personal Effects** means the following personal effects belonging to You or anyone on Your Boat with Your permission:

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

**Personal Effects** does not include goods or equipment used for water skiing, fishing, diving or any other water sport.

**Retail Cost as New** means what it would cost to buy a new item of a similar make or model at the time of the loss or damage.

**Retail Cost** means what it would cost to buy an item of a similar make, model and condition at the time of the loss or damage.

**Salvage Charges** means those costs You are liable to pay a Person who salvages Your Boat independently of a contract to do so.

**Your Boat** means the following if the item is specified on the certificate of insurance:

- its hull, including permanent attachments to it (but not motors) normally offered for sale with boats of a similar type
- its motors
- its masts/spars, including sails and rigging
- its dinghy
- its trailer.

**Your Boat** includes Personal Effects while they are on Your Boat.

# Personal accident and illness policy

*This policy offers a variety of different insurance so that You can select the one that best suits Your particular needs.*

*You only have this policy if the risk 'Personal accident and illness' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on pages 10 and 11 apply to words used in this policy.*

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## The types of cover We offer

We have 4 different types of insurance cover.

You have insurance for:

- an accident if 'Accident only' is shown on the certificate of insurance
- an accident that happens during leisure hours only, if 'Accident during leisure hours only' is shown on the certificate of insurance
- an accident and an illness if 'Accident and illness' is shown on the certificate of insurance
- an accident during leisure hours only and an illness, if 'Accident during leisure hours only and illness' is shown on the certificate of insurance.

The insurance You have taken out is shown on the certificate of insurance.

## What You are insured against

### Accident

If 'Accident' is shown on the certificate of insurance, this policy insures You against bodily injury, inability to work or death directly caused by an accident that occurs during the Period of Insurance.

This policy only insures You if the accident:

- causes bodily injury, inability to work or death solely and independently of any other cause; and
- is caused by violent external and visible means.

If 'Accident during leisure hours only' or 'Accident during leisure hours only and illness' is shown on the certificate of insurance, You are only insured if the accident occurs during leisure hours.

### Illness

If 'Accident and illness' or 'Accident during leisure hours only and illness' is shown on the certificate of insurance, this policy also insures You against inability to work directly caused by illness.

This policy only insures You if:

- the illness causes inability to work solely and independently of any other cause; and

- the illness was contracted during the Period of Insurance but not within the first 28 days of the first Period of Insurance. There is no 28 day waiting period when You renew Your policy in a second or later year.

## What is not insured

This policy does not insure You against:

- 1 bodily injury, inability to work or death:**
  - **which happens while You are:**
    - under the influence of alcohol or a drug
    - taking part in a riot or civil commotion
    - riding on a motorcycle or scooter unless You are engaging directly in farming activities or 'Motorcycling' is shown on the certificate of insurance
    - engaging in a professional sporting activity
    - engaging in football, waterskiing, polo, an underwater activity or snow or ice sport unless the relevant activity is shown on the certificate of insurance
    - engaging in ski jumping, bungee jumping, racing (except on foot), hunting on horseback, rodeo, mountaineering, abseiling or caving
    - travelling by air or engaging in an aerial activity unless travelling as a passenger in a licensed aircraft operated by a licensed pilot on a recognised airline over an established air route
  - **which is attributable wholly or in part to:**
    - pregnancy or childbirth, even if the childbirth may have been accelerated or induced by an accident or illness
    - intentional or attempted self injury or suicide
    - a sexually transmissible disease
    - Avian Influenza ('bird flu'); Bovine Spongiform Encephalopathy or Creutzfeldt-Jakob Disease ('mad cow disease'); Sudden Acute Respiratory Syndrome ('SARS'); or any strain or mutant variation of any of these
    - a disease declared by the Governor General,

by proclamation, to be a 'quarantinable disease' under the *Commonwealth Quarantine Act 1908*.

- 2 an illness directly or indirectly caused by or arising out of an accident that We insured under Our personal accident and illness policy and which occurred before the commencement of the Period of Insurance.**

## Additional benefits

### Accommodation

If We have paid or agreed to pay You benefits for any of items 2 to 26 inclusive in the table on page 81 and the accident or illness that gave rise to Your entitlement to benefits has resulted in You being admitted as an inpatient of a hospital more than 200 kilometres from the home in which You permanently reside, We pay up to \$2,000 towards the reasonable costs You incur to accommodate a member of Your Family in the vicinity of the hospital so that they can visit You.

### Modification to Your motor vehicle or home

If We have paid or agreed to pay You benefits for any of items 2 to 26 inclusive in the table on page 81 and the accident or illness that gave rise to Your entitlement to benefits has resulted in You:

- being totally and permanently unable to engage in or attend to a profession, business or occupation; or
- suffering permanent and incurable quadriplegia, paraplegia or paralysis of all limbs,

We pay up to \$10,000 towards the reasonable costs You incur to modify the motor vehicle You usually drive or the home in which You permanently reside to accommodate Your physical condition resulting from the accident or illness. We only pay this benefit if We have approved the cost before You incur it.

## What We pay

We pay the compensation set out in the table below if You die or suffer a total loss of the effective use of any of the items 2 – 23. For items 1 – 24 (shown in the tables on this page and on the next page), the compensation is the percentage of the 'Capital sum insured' shown on the certificate of insurance and for items 25 – 27 (shown in the table on the next page), the percentage of the 'Weekly sum insured' shown on the certificate.

DEATH OR INJURY DIRECTLY CAUSED BY AN INSURED ACCIDENT			
			COMPENSATION % of capital sum insured
<b>Death</b>	1		100%
<b>Sight</b>	2	Loss of sight both eyes	100%
	3	Loss of sight one eye	50%
	4	Loss of binocular vision	50%
<b>Hearing</b>	5	Loss of hearing in one ear	50%
	6	Loss of hearing in both ears	75%
<b>Speech</b>	7	Loss of power of speech	75%
<b>Arm</b>	8	Loss of arm above elbow	90%
	9	Loss of arm below elbow	80%
<b>Leg</b>	10	Loss of leg at or above knee	90%
	11	Loss of leg below knee	80%
<b>Hand, thumb or finger</b>	12	Loss of both hands	100%
	13	Loss of hand or thumb and 4 fingers	80%
	14	Loss of thumb or forefinger	30%
	15	Loss of any finger other than forefinger	20%
	16	Loss of end joint (distal phalanx) of thumb or of any finger	15%
<b>Hand and foot</b>	17	Loss of a hand and a foot	100%
<b>Foot or toe</b>	18	Loss of both feet	100%
	19	Loss of one foot	75%
	20	Loss of big toe	25%
	21	Loss of any toe other than big toe	10%
	22	Loss of end joint (phalanx) of big toe	10%
	23	Loss of end joint (phalanx) of any other toe	5%

*We pay compensation on items 2 – 23 only for total loss of effective use – not partial loss or impairment.*

INABILITY TO WORK DIRECTLY CAUSED BY AN INSURED ACCIDENT		COMPENSATION
24	<p><b>Permanent</b></p> <p>Total and permanent inability to engage in or attend to any profession, business or occupation - the benefit is not payable until after the inability has continued for a period of 12 consecutive calendar months.</p> <p>This item is in addition to any benefit payable under items 25, 26 or 27</p>	100% of capital sum insured
25	<p><b>Temporary</b></p> <p>Total inability to engage in or attend to Your usual profession, business or occupation, occurring within 12 calendar months of the date of the accident</p>	100% of weekly sum insured
26	<p>Partial inability to engage in or attend to Your usual profession, business or occupation, occurring within 12 calendar months of the date of the accident</p>	25% of weekly sum insured
INABILITY TO WORK DIRECTLY CAUSED BY AN INSURED ILLNESS		
27	<p>Total inability to engage in or attend to Your usual profession, business or occupation for a period of not less than 7 consecutive days from the date on which medical attention is first sought for the illness</p>	100% of weekly sum insured

## Limits on compensation

If more than one type of injury is caused by an accident, We pay only for the one that gives the highest benefit.

Any benefit paid for items 1-23 is reduced by any benefit paid for items 25 or 26 (and vice versa) if the benefits are all payable as a result of the one accident.

We do not pay more than the 'Capital sum insured' shown on the certificate of insurance for the total of all accidents and illness occurring during the Period of Insurance.

With items 25, 26 and 27 We do not pay a benefit for more than:

- one of them at the one time
- the number of weeks shown as the 'Compensation period' on the certificate of insurance.

## Death benefit

If We pay compensation under item 1 in the table, We also pay Your Estate \$5,000 for funeral expenses.

## Special conditions

### Attending medical appointments

You must comply with any reasonable request We make for You to attend a medical examination with a medical practitioner of Our choice if You are claiming a benefit under this policy. We will pay for the cost of any medical examinations We arrange.

### Change of occupation

You must give Us written notice immediately if You change Your profession, business or occupation. We have the right to cancel or change the terms on which We are prepared to offer or continue cover.

### Compensation from other sources

If You or Your Estate have been paid or are entitled to be paid compensation for Your injury, inability to work or death by a Person legally liable to compensate You (other than under a personal accident, sickness, illness or life insurance policy You have taken out), the amount We have to pay under this policy is reduced by the amount of the other compensation. If You receive that compensation after We have paid You under this policy, You have to refund what We have paid You to the extent of the other compensation You receive.

### How to claim

You or anyone making a claim must give Us written notice, with full details of any injury, inability to work, death or disappearance, as soon as possible after it occurs.

## Medical advice

You must obtain and act on medical advice promptly if You are claiming benefits for a bodily injury or illness.

### No cover for initial period

When 'Exclusion of initial period' is shown on the certificate of insurance, We do not pay any compensation for items 25, 26 or 27 arising out of any injury or illness for this initial period.

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## Contact Us

NSW (02) 6363 7195

QLD (07) 3721 5100

SA (08) 8373 9200

TAS (03) 6331 5022

VIC (03) 9342 1200

WA (08) 9273 5333

Or call 1300 934 934  
for your local office

[www.wfi.com.au](http://www.wfi.com.au)

## Head Office

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Bassendean WA 6054



WFI is a trading name of Wesfarmers  
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