

Farm Pack – Personal

PRODUCT DISCLOSURE STATEMENT AND RURAL INSURANCE POLICY

| 15 NOVEMBER 2010

Farm Pack – Personal Insurance Policy

About this booklet

This booklet contains 2 separate sections: Part A and Part B.

Part A – Product Disclosure Statement (PDS)

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

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

Part B – Policy Terms and Conditions

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

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

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

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

Welcome to ANZ Insurance

ANZ provides a range of quality insurance products to meet your needs. Because ANZ understands that you've got a business to run, the Trades Package policy not only offers competitive premiums and flexible payment options, we've also made sure the policy and statements are simple and easy to understand.

About QBE Australia

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

QBE is a household name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation. QBE is the issuer of ANZ Trades Package

In this policy booklet you'll find all the information you need to know about the type of cover(s) available, our terms and conditions, and making a claim.

Please read this booklet and make sure that you are satisfied with what we offer.

Unless we have already agreed to issue a cover note, insurance protection only begins when we receive and accept your completed application form and the premium.

This booklet and the insurance schedule we send you form your legal contract with us, so please keep them together in a safe place.

Please do not hesitate to contact your broker or agent if you have any questions about this policy booklet or your insurance cover.

Distribution arrangement

Australia and New Zealand Banking Group Limited ABN 11 005 357 522, AFSL 234527 (ANZ) source ANZ Trades Package from QBE Insurance (Australia) Ltd ABN 78 003 191 035. In arranging this insurance, ANZ is not acting as your agent. ANZ and its related corporations do not accept any liability for, nor guarantee the payment of any claim or benefit in respect of the insurance. ANZ's colour blue is a trademark of ANZ.

Contents

About this booklet	2
Welcome to ANZ Insurance	2
About QBE Australia	2
Part A – Product Disclosure Statement (PDS) Farm Pack – Personal Insurance Policy	4
Insurer	4
Significant benefits and features	4
Significant risks	7
The cost of this Insurance Policy	8
Duty of Disclosure – What you must tell us	8
Privacy	9
Financial Claims Scheme	9
The General Insurance Code of Practice	9
How to make a claim	9
Dispute resolution	9
Taxation implications	10
Cancelling your Policy	10
Cooling-off information	10
Part B – Policy Terms and Conditions for Farm Pack – Personal Insurance Policy	10
Insurer	10
Our agreement with you	10
Your Policy	10
Providing proof	10
Other party's interests	10
How you can pay your premium	11
Preventing our right of recovery	11
How Goods and Services Tax affects any payments we make	11
Words with special meanings	12
Types of cover	13
Section P1: Home Buildings and Home Contents	14
Exclusions which apply to this section – Loss or damage to home contents and home buildings	25
Section P2: Valuables	28
Section P3: Motor Vehicle	29
Section P4: Personal Accident	40
Section P5: Boat	44
What you must pay if you make a claim – Excess	55
When you are not covered	55
Special Clauses	56
General Conditions	56
Claims	57

Part A – Product Disclosure Statement (PDS) Farm Pack – Personal Insurance Policy

Insurer

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

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

Significant benefits and features

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

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

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

Home building, home contents and valuables

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

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

An optional extension is available providing cover for loss, theft or damage to valuables:

- anywhere in Australia or New Zealand, and
- for up to 35 days, anywhere in the world.

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

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

- fire or explosion
- storm or rainwater (but not flood)
- lightning or thunderbolt
- earthquake
- theft
- malicious acts
- riot or civil commotion

- bursting, leaking, discharging or overflowing of fixed basins, shower bases or other fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid of any kind
- impact (e.g. by a vehicle, aircraft, an animal, a tree or part of a tree)
- breakage of fixed glass, shower base, sink, bath, lavatory pan or cistern if the building is insured, or of any glass forming part of an item of furniture or, domestic telephones, if the contents are insured.

Accidental damage covers your home and contents up to their sums insured, during the period of insurance, against:

- (a) malicious damage
- (b) accidental loss or damage (including events such as storm, fire, earthquake, and theft) but not loss or damage caused by tenants (their families) or their visitors.

Both Insured events and Accidental damage cover:

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

Legal liability up to the amount shown on the Policy Schedule which includes:

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

Insured events cover provides the following additional benefits:

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

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

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

- (a) in Australia or New Zealand
- (b) in direct transit between Australia and New Zealand, and
- (c) for up to 35 consecutive days, anywhere in the world.

The Policy does not cover certain things

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

The Policy will not cover loss or damage to your Home, Contents or Valuables:

1. intentionally caused by you or a member of your family or a person acting with your consent or the consent of your family
2. resulting from or caused by:
 - inherent defects, structural defects, faulty workmanship, faulty design or any gradual process
 - wear, tear, rust, corrosion, depreciation or gradual deterioration, mildew, mould or algae
 - flood
'flood' means the inundation of normally dry land by water which has escaped or been released from the confines of any natural watercourse or lake (whether modified or not) or from any reservoir, dam or canal
 - the action of the sea, high water, tidal wave, tsunami.

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

3. any agreement, unless liability would have attached to you or your family if that agreement did not exist
4. death or bodily injury to you or to any person who normally lives with you
5. the conduct of any activity carried on by you or your family for reward except letting the home for domestic purposes or babysitting on a casual basis
6. building work, construction or demolition of a building, including the home if the value of the work exceeds \$50,000.

The Policy will not insure you or your family against fines, penalties, or punitive, aggravated or exemplary damages.

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

The amount of any claim may be reduced

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

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

Some General Conditions include:

1. unoccupancy
The Policy cover will be limited to lightning, thunderbolt and earthquake for any period in excess of 60 consecutive days during which the home has been left unoccupied and you have not obtained our written agreement
2. alteration of risk
You must tell us about any changes in the nature of the risk which occurs during the period of insurance and which increases our risk. If you fail to do so, we may cancel the Policy.

Motor vehicle

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

If you choose comprehensive cover – (Cover 1)

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

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

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

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

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

The Policy does not cover certain things

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

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

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

The Policy will not cover your vehicle for:

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

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

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

The amount of any claim may be reduced

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

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

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

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

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

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

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

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

Personal Accident and Sickness

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

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

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

The Policy provides:

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

The Policy does not cover certain things

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

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

- (a) Capital Benefits
 - illness
- (b) Weekly Benefits – Injury
 - illness
- (c) Weekly Benefits – Illness
 - injury
 - HIV or any condition caused by HIV including AIDS
 - pregnancy, childbirth or miscarriage
- (d) We will not pay for any claim under any section of the Policy if the claim arises directly or indirectly out of any of the following
 - intentional self injury or suicide or any attempt at suicide
 - flying or other aerial activity unless as a fare paying passenger on an airline with scheduled flights
 - driving or riding in any kind of race
 - motor cycling except for agricultural or pastoral purposes
 - participating in or training for any professional sport
 - practice for or playing organised football of any kind
 - driving a motor vehicle while having a percentage of alcohol in your breath or blood in excess of that permitted by law.

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

The amount of any claim may be reduced

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

Boat

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

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

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

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

The Policy provides:

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

The Policy does not cover certain things

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

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

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

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

These are only some of the events that are not covered by this insurance. Please read the Boat section of the Farm

Pack Personal Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

The amount of any claim may be reduced

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

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

Significant risks

This product may not match your expectations

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

Your sum insured may not be adequate

Home building, home contents and valuables

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

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

For example, there is a sub limit on jewellery of \$1,500 per item and 20% in total. If it would cost more than this to replace your jewellery as new, then you must specify your jewellery items to ensure that you are covered for its full value.

Motor vehicle

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

Personal accident and sickness

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

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

Boat

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

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

Under insurance:

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

Overdue Premium

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

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

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

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

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

A claim may be refused

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

The cost of this Insurance Policy

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

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

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

Home buildings, contents and valuables

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

Motor vehicle

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

Personal accident and sickness

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

Boat

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

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

Duty of Disclosure – What you must tell us

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

New business

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

When answering our questions you must be honest.

Who needs to tell us

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

- **If you do not tell us**

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

Renewals, variations, extensions and reinstatements

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

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

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

- **If you do not tell us**

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

Privacy

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

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

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

By providing your personal information to us, you consent to us making these disclosures. Without your personal

information we may not be able to issue insurance cover to you or process your claim.

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

Financial Claims Scheme

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

More information may be obtained from APRA - www.apra.gov.au or 1300 13 10 60.

The General Insurance Code of Practice

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

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

How to make a claim

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

Dispute resolution

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

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

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

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

The FOS resolves certain insurance disputes between consumers and insurers and will provide an independent

review at no cost to you. QBE is bound by the determination of the FOS but the determination is not binding on you.

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

Taxation implications

Goods and Services Tax

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

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

Other taxation implications

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

Cancelling your Policy

How you may cancel this Policy

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

How we may cancel this Policy

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

The premium

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

Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your Financial Services Provider electronically or in writing within 21 days from the date the Policy commenced.

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

Part B – Policy Terms and Conditions for Farm Pack – Personal Insurance Policy

Insurer

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

Our agreement with you

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

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

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

Your Policy

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

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

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

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

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

Providing proof

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

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

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

Other party's interests

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

How you can pay your premium

You can pay your premium:

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

Paying your annual premium

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

Paying your instalment premium

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

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

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

Details of your instalments are shown on your Policy Schedule.

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

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

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

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

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

Preventing our right of recovery

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

How Goods and Services Tax affects any payments we make

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

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

When you are:

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

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

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

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

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

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

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

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

Words with special meanings

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

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

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

Word or Term	Meaning
Aircraft	any vessel, craft or thing made or intended to fly through or move through the atmosphere or space.
Dangerous goods	goods as defined by the Australian code for the transport of dangerous goods by rail and road, or: <ul style="list-style-type: none"> (a) any infectious substance, or (b) the following substances or materials in excess of the following quantities: <ul style="list-style-type: none"> - 1,000 litres of petroleum or substances having a closed cup flash point below 23 degrees Celsius, but in containers no greater than 250 litres - 5 kilograms of explosives - 100 kilograms of compressed gas - 500 litres in total of substances which are toxic chemicals, corrosive acids or corrosive alkalis - 500 litres (where a liquid) or 50 kilograms (where a solid) of substances which form explosive mixtures with organic and other oxidizing materials, or (c) any two or more substances mentioned in (b) above being carried on your vehicle at the same time if the quantity of any substance carried is more than half the quantity stated for each substance.
Excess	the first amount you must contribute to any claim you make under this Policy. For most claims you make on this Policy, you will have to pay the excess which is shown in your Policy Schedule.

Word or Term	Meaning
Family	<ul style="list-style-type: none"> • you and your spouse (legal or de facto), and children who normally live in your home • your and your spouse's parents who normally live in your home.
Farm	the situation(s) shown in your Policy Schedule and comprising a single operating unit at which the farm business is conducted.
Farm business	<p>all activities connected with the running of the business of the farm. Farm business does not mean contract farming but occasional contract farming is allowed where such contracting in any financial year contributes less than 20% when combined with the annual turnover of your farm business.</p> <p>Farm business does not include any activities carried out in or in connection with your home buildings.</p>
Flood	the covering of normally dry land by water escaping or released from the normal confines of a watercourse or lake, whether or not it is altered or modified. Flood also includes water escaping from the confines of any reservoir, channel, canal or dam.
Fusion	the process of fusing or melting together of the windings of an electric motor following damage to their insulating material as a result of overheating caused by electric current.
Gross combination mass	the maximum allowed weight of your truck and trailer combination including the goods carried by that combination.
Gross vehicle mass	the maximum allowed weight of your vehicle and the goods it can carry.
Impact	a collision of two or more objects.
Indemnity value	the cost necessary to replace, repair or rebuild the insured property to a condition substantially the same as but not better nor more extensive than its condition at the time of the loss or damage taking into consideration its age, condition and remaining useful life.

Word or Term	Meaning
Market value	the cost to buy a vehicle or property of a similar type, age and condition to the damaged or destroyed items at the time of the loss or damage: <ul style="list-style-type: none"> adjusted for any special features, and having regard to used prices guides and any other relevant information, but excluding costs and charges for registration, stamp duty transfer and any dealer warranty costs.
Mobile farm machinery	tractors, headers, fruit pickers and other similar machines which are used solely for farming purposes. Mobile farm machinery also includes (where they are separately described in your Policy Schedule) trailers, ploughs and other implements drawn or intended to be drawn by any such machinery.
Occurrence	an event including continuous or repeated exposure to substantially the same conditions or repeated exposure to substantially the same general conditions which results in personal injury or property damage which you neither expected nor intended to happen.
Open air	outside a building and on the farm and includes: <ul style="list-style-type: none"> non lockable structures, and non lockable parts of the home buildings or farm buildings, or in or on a motor vehicle, motor cycle, trailer, caravan or tent, whether they are locked or not.
Pair, set, collection	two (2) or more articles whose collective value exceeds the sum of their individual values.
Period of insurance	the period shown in the Policy Schedule.
Policy	includes this Policy wording, the Policy Schedule and any future documents issued to you which amend the Policy wording or Policy Schedule.
Policy Schedule	the schedule of insurance, or any future renewal schedule, or endorsement schedule.

Word or Term	Meaning
Rainwater	rain falling naturally from the sky including rainwater run-off over the surface of the land. Rainwater does not mean Flood.
Replacement cost	<ul style="list-style-type: none"> the reasonable and necessary cost of rebuilding, replacing or repairing any lost or damaged property or item to a condition substantially the same as but not better nor more extensive than its condition when new, or at our option, the actual reinstatement, replacement or repair of that property or item.
Storm	violent wind (including cyclones, tornadoes) thunderstorms or hailstorms which may be accompanied by snow or rain.
Temporary removal or Temporarily removed	to remove items from the farm and return them before 90 days expires. Items removed permanently from the Farm for any period are not temporarily removed.
Tools of trade	tools or machines that are used or have been used in the past 12 months for any income earning activity or pursuit.
Tsunami	a sea wave caused by a disturbance of the ocean floor or by seismic movement.
Unoccupied farm	farm without a permanent resident.
Watercraft	any vessel, craft or anything made or intended to float on or in or travel through the water.
We, our, us	QBE Insurance (Australia) Limited, ABN 78 003 191 035.
You, your	the person(s), companies or firms named on the current Policy Schedule as the 'Insured'.

Types of cover

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

Section P1:	Home Building and Home Contents
Section P2:	Valuables
Section P3:	Motor Vehicle
Section P4:	Personal Accident and Illness
Section P5:	Boat

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

Section P1: Home Buildings and Home Contents

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

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

Cover 2 insures all accidental loss or damage.

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

What we insure

We will cover you for loss or damage:

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

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

Cover options

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

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

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

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

Words with special meanings

The following table describes terms which apply to this section.

Word or Term	Meaning
Home buildings	<p>The dwelling used primarily as a place of residence at the farm shown in the Policy Schedule. Home buildings includes:</p> <p>(a) outbuildings, fixtures and structural improvements including in ground swimming pools, tennis courts, in-ground spas, saunas, jetties and pontoons used for domestic purposes</p> <p>(b) fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings</p> <p>(c) services (whether underground or not) that are your property or which you are liable to repair or replace or pay the cost of their repair or replacement</p> <p>(d) landscaping, paved pathways and paved driveways, retaining walls, fences and gates associated with the home entirely or partly on the farm.</p> <p>Home buildings does NOT mean:</p> <p>(a) carpets (whether fixed or not), curtains or internal blinds, unless you regularly lease out the home on an unfurnished basis</p> <p>(b) earth or gravel pathways or driveways or other unpaved surfaces</p> <p>(c) a hotel, motel, nursing home, boarding house, buildings of flats, strata title unit or caravan (whether fixed to the site or not)</p> <p>(d) any building used for any business or trade, except for a dwelling used principally as a place of residence that also contains an office or surgery</p> <p>(e) a building in the course of construction</p> <p>(f) a temporary building or structure</p> <p>(g) trees, shrubs and any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch</p> <p>(h) any contents as defined as 'Home contents' in this table.</p>

Word or Term	Meaning
Home contents	<p>Items (a) to (h) below, while they are at the farm, and which belong to you or your family or for whose loss or damage you or your family are legally liable.</p> <p>(a) all household goods and personal effects, cash, coins and negotiables.</p> <p>'Negotiables' means treasury notes, savings certificates, stamps, money orders, gift certificates and any other negotiable instruments</p> <p>(b) articles of special value which you have listed in your Policy Schedule under 'contents specified items'</p> <p>(c) if you live in a strata title building, the internal paintwork, wallpaper and any fixture or structural improvement within or attached to that residence which the Body Corporate is not required by law to insure</p> <p>(d) if you are a tenant, landlord's fixtures and fittings for which you are legally liable, and any fixtures and fittings installed by you for your own use</p> <p>(e) any of the following equipment if it does not require registration:</p> <ul style="list-style-type: none"> - golf buggies - motorcycles up to 125cc engine capacity - garden equipment, or - motorised wheelchairs. <p>(f) canoes, surfboards, surfskis or sailboards, and any other watercraft up to:</p> <ul style="list-style-type: none"> - 4 metres in length, and - under 10 horsepower. <p>(g) a watercraft motor:</p> <ul style="list-style-type: none"> - of no more than 10 horsepower, and - not attached to a watercraft, and - at the home.

Word or Term	Meaning
Home contents (continued)	<p>(h) furniture and equipment used in an office or surgery for earning income at the farm which belong to you or your family or for whose loss or damage you or your family are legally liable.</p> <p>'Home contents' does NOT mean:</p> <p>(a) fish, birds, or animals of any description</p> <p>(b) trees, shrubs and any other plant life including grass, lawns, soil, bark or mulch (other than pot plants)</p> <p>(c) any caravan or trailer</p> <p>(d) motorised vehicles other than defined in clause (e), under 'Home contents' in this table</p> <p>(e) watercraft other than defined in clause (f), under 'Home contents' in this table</p> <p>(f) aircraft or their accessories (other than a non-pilotable model aircraft)</p> <p>(g) accessories or spare parts, keys, remote locking or alarm devices of motor vehicles (including motorcycles and motor scooters), caravans, trailers, aircraft or watercraft while they are in or on the motor vehicle, caravan, trailer, aircraft or watercraft</p> <p>(h) photographic and video equipment and musical instruments or musical equipment used for earning income</p> <p>(i) any property</p> <ul style="list-style-type: none"> - illegally in your possession - stored in a dangerous and illegal way - connected with growing or creating any illegal substances. <p>(j) commercial or retail trade stock</p> <p>(k) the home or any part of the home, as defined as 'Home building' in this table.</p>

Cover 1 – Insured events

If you choose this cover, we will pay for loss or damage which occurs to your home buildings and home contents as a result of the insured events listed in the left column of this table.

We will not pay for the loss or damage described in the right column of this table (or any loss or damage which is otherwise excluded under this section or the Policy).

Insured Events	We will not pay for
Fire or Explosion	Loss or damage to any item caused by: <ul style="list-style-type: none"> • the deliberate application of heat • scorching, melting or charring unless by a visible flame.
Storm or rainwater	Loss or damage caused by: <ul style="list-style-type: none"> • storm, rainwater or wind to trees shrubs or plants • storm, rainwater or wind to: <ul style="list-style-type: none"> - retaining walls, - free standing walls, - fences, or - gates not constructed of brick, steel, concrete, masonry or stone (except in Queensland or Western Australia) • flood • the action of the sea, high water, tidal wave, tsunami • water seeping through a wall or floor • mildew, algae • atmospheric or climatic conditions other than storm • water entering the home buildings through an opening made for the purpose of alterations, additions, renovations or repair. Loss or damage to hail nets or shade cloth.
Lightning or thunderbolt	Loss or damage caused by fluctuations in the power supply unless there is evidence of a lightning strike.
Earthquake All destruction or damage occurring within a period of 48 hours of the earthquake is regarded as the one insured event.	The first \$200 for earthquake damage or the excess amount shown in your Policy Schedule whichever is greater.
Theft	Loss or damage caused by: <ul style="list-style-type: none"> • theft by any person who is living at the farm unless there is evidence that your home has been entered forcibly and violently • theft of more than \$500 in cash or negotiable securities unless there is evidence that your home has been entered forcibly and violently. Note: Forcible and violent entry does not include: <ul style="list-style-type: none"> • entry through a door or window that has been left open or unlocked • where the home has been entered with the consent of the owner or occupier of the home.
Vandalism	Loss or damage intentionally caused by: <ul style="list-style-type: none"> • you, your family or your family's visitors • a tenant or tenant's visitors or family.

Insured Events	We will not pay for
Riot or civil commotion	
Action of a civil authority in attempting to prevent the spread of fire	
<p>Bursting, leaking, discharging or overflowing of fixed basins, shower bases or other fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid of any kind.</p> <p>Water suddenly escaping from a waterbed or aquarium.</p> <p>If we accept a claim because damage has occurred as a direct result of the liquid escaping we will also pay the reasonable costs of locating the cause of the damage and the costs of reinstating the property damaged or disturbed in the course of work.</p>	<p>Loss or damage which:</p> <ul style="list-style-type: none"> occurs gradually over time results from water escaping from a shower base not fitted with a tray or water proof membrane is caused by the porous condition of any tiles, grouting or sealant. <p>Repair or replacement of the apparatus tank or pipe itself.</p>
<p>Impact by:</p> <ul style="list-style-type: none"> a vehicle, an aircraft or a watercraft space debris or debris from an aircraft an animal a falling tree or part of a tree a mast or a television or radio aerial that has broken or collapsed. 	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> an animal kept on the farm felling or lopping trees on the farm rodents, vermin, birds or insects gnawing, chewing, pecking, clawing, scratching or in any way polluting or contaminating your home or contents.
<p>Breakage of fixed glass or fixed ceramic material:</p> <ul style="list-style-type: none"> for home buildings any fixed glass shower base sink bath lavatory pan or cistern for home contents glass forming part of an item of furniture domestic telephones. 	<p>Damage to any property other than the broken glass or ceramic material, shower base, basin, sink, lavatory pan, cistern or telephone.</p> <p>Any item that is chipped or scratched.</p> <p>Breakage of glass in a picture frame or clock.</p> <p>Glass in television sets, radios, visual display units, cellular telephones or any other computer or electronic equipment.</p> <p>Glassware, crystal, ornaments.</p>
<p>Fusion of an electric motor.</p> <p>The cost of rewinding or at our option replacing the motor.</p> <p>For refrigerators and air conditioning units we pay for the replacement of refrigerant gas and refrigerant driers only if replacement of the refrigerant gas or drier is made necessary because of the fusion.</p> <p>You will have to contribute towards the total cost of repair or replacement including labour charges as follows:</p> <ul style="list-style-type: none"> Motors up to 10 years from the date of purchase when new or rewinding – no contribution. For each additional year – 20% per year. In no case will your contribution exceed 90% after applying the excess. 	<p>Loss or damage caused by fusion of motors more than 15 years from the date of purchase when new or more than 15 years from the date of rewinding.</p> <p>Repair or replacement of additional parts or service items.</p>
<p>Spoilage of food in domestic refrigerators or freezers at the farm caused by:</p> <ul style="list-style-type: none"> breakdown of the refrigerator or freezer failure of the electricity supply to the home buildings. 	<p>Spoilage as a result of:</p> <ul style="list-style-type: none"> strikes switching off or disconnecting the electricity supply. <p>Loss or damage caused by tenants or their visitors.</p>

Cover 2 – Accidental damage

If you choose this cover, we will pay for loss or damage which occurs to your home buildings and home contents as a result of an event listed in the left column of this table.

We will not pay for the loss or damage described in the right column of this table (or any loss or damage which is otherwise excluded under this section of the Policy).

We will pay for	We will not pay for
<p>Accidental loss or damage other than earthquake, fusion or spoilage of food. Loss or damage caused by tenants or their visitors.</p>	<p>Loss or damage resulting from or caused by:</p> <ul style="list-style-type: none"> • storm, rainwater or wind to retaining walls, free standing walls, fences or gates not constructed of brick, steel, concrete, masonry or stone (except in Queensland or Western Australia) • flood • water seeping through a wall or floor • atmospheric or climatic conditions other than storm • mildew or algae • water entering the home buildings through an opening made for the purpose of alterations, additions, renovations or repair • an animal kept on the farm • rodents, vermin birds or insects gnawing, chewing, pecking, clawing, scratching or in any way polluting or contaminating your home or contents • the deliberate application of heat. <p>Loss or damage to:</p> <ul style="list-style-type: none"> • hail nets or shade cloth by storm or wind • sporting equipment while in use or play • trees, shrubs or plants by storm or rainwater or which is not sudden unforeseen and accidental.
<p>Earthquake All destruction or damage occurring within a period of 48 hours of the earthquake is regarded as the one event.</p>	<p>The first \$200 for earthquake damage or the excess amount shown in your Policy Schedule whichever is greater.</p>
<p>Fusion of an electric motor. The cost of rewinding or at our option replacing the motor. You will have to contribute towards the total cost of repair or replacement including labour charges as follows:</p> <ul style="list-style-type: none"> • Motors up to 10 years from the date of purchase when new or from the date of rewinding – no contribution. • For each additional year – 20% per year. In no case will your contribution exceed 90% after applying the excess. 	<p>Motors more than 15 years from the date of purchase when new or more than 15 years from the date of rewinding. Repair or replacement of additional parts or service items.</p>
<p>Spoilage of food in domestic refrigerators or freezers at the farm caused by:</p> <ul style="list-style-type: none"> • breakdown of the refrigerator or freezer • failure of the electricity supply to the home buildings. 	<p>Spoilage as a result of:</p> <ul style="list-style-type: none"> • strike • switching off or disconnecting the electricity supply to the home buildings.

What we will pay when you insure home buildings

When you insure home buildings, we will pay on the bases of insurance which are set out below.

For loss or damage to any home buildings, we will pay the replacement cost or the indemnity value, depending on which of these bases of insurance you are covered for.

You may choose to have the home buildings replaced at another site, but we do not pay more than the sum insured.

If your home buildings are damaged beyond economic repair and you do not commence rebuilding within 6 months of the damage occurring (or any other period which we agree with you) you may have to pay any increase in cost caused by your delay. Otherwise we will pay the indemnity value.

If part of your home is damaged, we pay only for the part or parts of the home that actually sustained damage. We do not pay to replace any undamaged materials.

However, if

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

Where materials that are required to settle a claim that we agree to pay are not commercially available in Australia, at our option, we:

- replace the material with the nearest equivalent or similar new materials available in Australia or overseas, or
- pay the cost to replace the material with the nearest equivalent or similar new materials available in Australia and overseas.

What we will pay when you insure home contents

(a) At our option we:

- repair the damaged item, or
- replace the items with items substantially the same as, but not better than when new, or
- pay the reasonable cost of repair or reinstatement to a condition substantially the same as, but not better than when new, or
- pay up to the sum insured shown in your Policy Schedule. If your contents are damaged beyond economic repair, we will pay no more than the reasonable cost of replacement when new even if you have insured for an amount greater than the reasonable cost of replacement when new.

When we pay your claim for all your contents being damaged beyond economic repair, the Policy is exhausted and comes to an end. We will not pay more than the total contents sum insured for all contents lost or damaged.

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

We do not pay to reconstruct any circumstances or conditions.

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

We do not pay for any software that was acquired by you at no cost.

(d) Where an item required to settle a claim that we agree to pay is not commercially available in Australia, at our option, we:

- replace the item with the nearest equivalent or similar new item available in Australia or overseas, or
- pay the cost to replace the item with the nearest equivalent or similar new item available in Australia or overseas.

We will pay for loss or damage to the insured items in accordance with the basis of insurance set out in the following table.

Item	Basis of Insurance	Exception/Qualification to what we pay
Home contents	Replacement Cost	
Clothing and linen	Replacement Cost	
Carpets and other floor coverings, curtains and internal blinds	Replacement Cost	We will pay only for items in the room, hall or passage where the damage occurred
Special items listed in the Policy Schedule	Replacement Cost	We will pay no more than the amount shown in the Policy Schedule for each special item
Works of art, pictures, tapestries, rugs, antiques	Replacement Cost	\$7,500 per item and in total 20% of the sum insured for unspecified home contents
Items of jewellery, gold or silver articles, fur or watches	Replacement Cost	\$1,500 per item and in total 20% of the sum insured for unspecified home contents
Collections of any kind	Replacement Cost	\$5,000 per collection and in total 20% of the sum insured for unspecified home contents
Office or surgical equipment used by you or your family in your or their own business on the farm	Replacement Cost	\$15,000 in total
Other equipment used by you or your family for earning income	Replacement Cost	\$5,000 in total
Accessories, or spare parts of motor vehicles, caravans, trailers and watercraft NOT in or on the motor vehicle, caravan, trailer or watercraft	Replacement Cost	\$1,000
Bicycles		\$1,500 per bicycle
Cash, treasury notes, saving certificates, stamps, money orders and other negotiable instruments bullion or documents	Face Value	\$1,000 in total
Home contents in the open air	<ul style="list-style-type: none"> Up to \$2,000 for loss or damage caused by Storm or Rainwater Up to \$500 for cash and negotiable securities 	
Home contents belonging to any student member of your family while contained in a boarding school dormitory or university hall of residence	Up to \$2,500 per student	We will not pay: <ul style="list-style-type: none"> the first \$250 of each and every claim for any loss or damage to money for any loss or damage arising from theft unless there is visible evidence of violent and forcible entry into the area where the home contents were kept at the time of loss.

Additional benefits

We provide the following additional benefits as part of the sums insured for home and contents, depending on the type of cover you have chosen.

1. Temporary removal of your contents – Insured events

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

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

We do NOT pay for any loss or damage to:

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

We pay up to 20% of the sum insured under unspecified contents in your Policy Schedule, however the sub-limits will also apply as set out in the table under 'What we will pay when you insure Home Contents'.

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

Temporary removal of your contents – Accidental damage

The following benefit applies if this Policy insures your contents in your primary residence.

We insure your contents anywhere:

- in Australia or New Zealand while you have temporarily removed them from the farm, and
- in the rest of the world while you have temporarily removed them from the farm for a period of up to 90 days in any one period of insurance.

However, under this additional benefit, we do NOT insure:

- (a) the following items:
 - contents in transit during a permanent removal from the farm (other than as described in 'Additional benefits – Contents being conveyed to your new residence')
 - contents permanently removed from the home (other than as provided in 'Additional benefits – Change of site')
 - aircraft, aerial devices or equipment normally associated with them
 - property used in connection with a profession, trade or business

- motor vehicles (including motor cycles and scooters), caravans and trailers and their spare parts and accessories.

Or

(b) the following items and their accessories or spare parts while they are contained in, or on, or attached to a tent, vehicle, watercraft, aircraft or in the open air:

- canoes, surfboards, surf skis and sailboards or other watercraft
- ride on golf buggies and ride on mowers.

Note: 'open air' includes non-lockable structures and non-lockable parts of structures not at the farm.

The maximum we pay for:

- (i) items of jewellery, gold or silver articles, furs, watches
- (ii) collections of any kind, or
- (iii) mobile phones, portable electronic equipment

while they are temporarily removed from your farm is \$1,750 per item and \$7,500 in total, unless you have specified them and they appear in your Policy Schedule under the Valuables option and you have paid any additional premium.

For items other than (i), (ii) and (iii) above, the maximum amount we pay for items while they are temporarily removed from your farm is subject to the limits described under 'What we will pay when you insure Home Contents'.

2. Robbery away from home

The following benefit applies if this Policy insures your contents in your primary residence.

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

- (a) you (or if you are hospitalised, someone on your behalf) report the incident to the police as soon as possible, or in any event within 24 hours of the assault, and
- (b) you can provide evidence of an assault.

The maximum we will pay under this additional benefit is:

- (a) for the handbag or wallet, up to \$250 each
- (b) for personal effects contained in the handbag or wallet excluding cash or negotiables, up to \$250
- (c) for cash or negotiables contained in the handbag or wallet, up to \$300
- (d) a total of \$800 in any period of insurance.

3. Fees

If this Policy insures your home and:

- it is damaged as a result of an insured event, and
- we agree to pay a claim

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

4. Removal of debris

If this Policy insures your home and:

- it is damaged as a result of an insured event, and
- we agree to pay a claim

we will pay the reasonable costs of demolition and removal of debris from the farm to the nearest authorised facility.

If the damage is caused directly by a fallen tree that has, as a result of an insured event, become debris, we will remove the tree from the farm. We will remove a standing tree or branch that formed part of the tree that caused the insured damage only if:

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

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

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

If this Policy insures your contents and:

- they are damaged by an insured event, and
- we agree to pay a claim

we pay the reasonable costs of removal of contents debris from the farm to the nearest authorised facility.

5. Extra costs of reinstatement

If this Policy insures your home and:

- it is damaged as a result of an insured event, and
- we agree to pay a claim

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

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

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

6. Illegal use of credit card or financial transaction card

If this Policy insures your contents and a credit card or financial transaction card is lost or stolen, we pay up to \$5,000 towards any legal liability you incur from its unauthorised use.

We do NOT pay if:

- the card does not belong to you or your family
- you have not complied with the card issuer's requirements
- the unauthorised user of the card is someone living at the farm.

7. Visitor's contents

If this Policy insures your contents in your primary residence, we also insure contents up to \$5,000 in total belonging to any visitors temporarily living with you at the farm for up to 30 consecutive days.

We do NOT pay:

- for visitors' contents that are insured under another policy taken out by someone other than you or your family
- for any cash or negotiable instruments.

8. Replacement of locks and keys

We pay up to \$1,000 to replace/alter locks or keys if:

- locks to your home are damaged, or
- keys to your home are stolen

by someone breaking into your home.

9. Change of site

If this Policy insures your contents and you are moving into a new home within Australia, we insure your contents at both sites for a maximum of 30 days. The maximum we pay at each site will be the proportion of the sum insured that the value of the contents at that site bears to the total value of the contents at both sites.

You must tell us your new address within 30 days of first moving to it. If you wish to insure your contents at your new address after that 30 days, we must agree to insure them at that address.

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

10. Contents being conveyed to your new residence

The following benefit applies if this Policy insures your contents in your primary residence.

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

- theft from the conveying vehicle involving the use of violent force
- fire on the conveying vehicle
- collision and/or overturning of the conveying vehicle

while your contents are in transit by road to:

- your new, principal place of residence, or
- a storage facility at which your contents or some of your contents will be temporarily located pending conveyance to your new principal residence within Australia.

We do NOT insure your contents:

- for removal to any residence other than the one intended to be occupied by you as your principal residence
- for damage to china, glass, earthenware or any other item of a brittle nature
- for damage caused by scratching, denting, bruising or chipping
- for any more than \$5,000 in any one period of insurance
- outside Australia

11. Contracting purchaser

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

- when they become liable for any damage to the home until the contract is settled or terminated, or
- until the purchaser insures the home

whichever happens first.

12. Trees, shrubs and plants

If you occupy the home insured by this Policy as your primary residence, we pay up to \$500 for loss or damage to any one tree, shrub or plant and up to \$2,000 in total in any one period of insurance caused directly by an insured event described in 'Cover 1 – Insured Events' (other than storm or other events connected to the weather, or any event that is not sudden and unforeseen).

We do not insure grass or lawn. We only repair or replace trees, plants or shrubs that as a direct result of the insured event, are so damaged that they die, are permanently disfigured or not recovered after being stolen.

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

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

14. Monitored alarm attendance after theft

If this Policy insures your contents in your primary residence, we will pay up to \$1,250 for the reasonable costs actually incurred by you for the security firm that monitors your burglar alarm to attend your home during or immediately after an actual or attempted theft from your home if:

- there is evidence of forcible or violent entry
- the theft or attempted theft is not committed by any person who is living at the farm, and
- you report the incident to the police as soon as possible and in any event, no more than 24 hours after the theft or attempted theft occurred.

We do NOT pay:

- for any false alarms, or
- where there is no evidence of a theft or an attempted theft, or
- more than \$1,250 in any period of insurance.

15. Replacement of documentation

If this Policy insures your contents in your primary residence, we will pay up to \$1,000 for the reasonable costs to replace the following documentation directly damaged by an insured event that has caused a claim that we agreed to pay:

- Title Deeds
- Birth Certificates
- A Marriage Certificate
- Passports
- Drivers' Licences
- Proof of Age Card

We pay the following additional benefits over and above the sums insured for home or contents, depending on the type of cover you have chosen.

16. Loss of rent or temporary accommodation

We pay the following benefit if your home is so damaged by an insured event that it cannot be lived in or let to tenants.

If this Policy insures your home, we pay up to \$10,000 or 10% of the sum insured for your home, whichever is the higher for:

- loss of rent or rentable value if the home is tenanted or is between tenants at the time the loss or damage occurred
- additional cost of reasonable temporary accommodation where the home is your principal place of residence.

If this Policy insures your contents, we pay up to \$10,000 or 10% of the sum insured for your contents, whichever is the higher for:

- loss of rent or rentable value if the home is a strata title residence and it is tenanted or is between tenants at the time the loss or damage occurred
- additional cost of reasonable temporary accommodation where you are a tenant or strata title owner permanently residing in the home.

We do NOT pay for:

- loss of rent if the home has been untenanted for 30 consecutive days immediately before the loss
- any rent lost outside the period of untenantability
- any rent lost later than 12 months after the damage occurs.

17. Automatic reinstatement of sum insured

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

Following payment of a claim other than a claim for total loss, the sums insured will be reinstated unless you request otherwise or we tell you otherwise.

18. Inflation adjustment

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

During each period of insurance, we increase the home buildings and home contents sums insured by 0.25 of 1% of the relevant sum insured shown in your current Policy Schedule per month until the next renewal date.

19. Compensation for death

If this Policy insures your contents in your primary residence:

- we pay up to \$10,000 to the legal representative of the deceased person in the event of death of you or a member of your family normally living with you
- as a direct result of physical injury caused by an event at the farm

if the event that caused the death also caused damage for which we agree to pay a claim.

Under this benefit, we do NOT pay more than \$10,000 in total in any one period of insurance.

20. Modifications to the home

If you occupy the home insured by the Policy as your primary residence or this Policy insures your contents in your primary residence, and as a direct result of an insured event occurring at the farm for which we agree to pay a claim:

- you, or
- a member of your family normally living with you

permanently become a paraplegic or quadriplegic, we pay up to \$10,000 for the cost incurred by you in modifying your home or in relocating you to a suitable home.

By the terms 'paraplegic' and 'quadriplegic', we mean paraplegia and quadriplegia that continues for a period of 12 months and for which there is a prognosis made by a qualified and registered medical practitioner that it will continue for an indefinite period.

21. Legal costs

If this Policy insures your home, we pay the reasonable legal costs incurred in discharging your mortgage following settlement of a claim for total loss.

22. Location costs – escaping liquid

If this Policy insures your home and we pay for damage caused by liquid escaping from any fixed basin, shower base, or other fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid, we will also pay the reasonable costs of locating the cause of the damage and of reinstating the property damaged or disturbed in the course of work.

We do NOT pay for repair or replacement of the apparatus, tank or pipe itself.

The maximum amount we will pay

Unless we specifically agree to pay an amount in addition to the sum insured, we will not pay more for home buildings, home contents and special items than the lesser of:

- the sums insured for each which are listed in your Policy Schedule subject to the inflation clause below, and
- the additional limits which are set out in this section.

Pairs, sets and collections

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

Exclusions which apply to this section – Loss or damage to home contents and home buildings

We will not pay any claim under this section of the Policy when the claim arises directly or indirectly out of:

1. inherent defects, structural defects, faulty workmanship, faulty design or any gradual process
2. wear, tear, rust, corrosion, depreciation or gradual deterioration
3. mildew, algae, atmospheric or climatic conditions (other than storm)
4. settling, shrinkage or expansion in buildings, foundations, walls or pavements
5. the removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repair
6. damage to swimming pools or similar structures caused by hydrostatic pressure
7. mechanical, electrical or electronic breakdown where fusion does not occur
8. loss of or damage to electronic data caused by electronic or mechanical derangement or malfunction or by a virus, or processing error
9. any consequential loss other than that specifically provided by this section
10. any process of cleaning involving the use of chemicals
11. vermin, insect, wildlife
12. tree roots
13. erosion, subsidence, landslide or earth movement other than as a direct result of one of the following insured events:
 - storm
 - earthquake
 - escaping liquid
 and occurring no more than 72 hours after the event.
14. the action of the sea, high water, tidal wave, tsunami.

Your personal legal liability to others

What we will pay

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

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

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

In this context, we include land, trees, shrubs and other plant life as part of your home buildings.

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

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

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

We will pay up to the amount shown in your Policy Schedule for any one occurrence.

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

In addition to this amount we pay legal costs which we approve.

Additional benefits

In addition to the personal legal liability cover payable under this section, we will also pay the following benefits.

Note: These additional benefits only apply when you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence.

Motor vehicle liability

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

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

arising from the ownership, custody or use of:

- any vehicle which is a type that is not required to be registered by law
- any motorised wheelchair
- any domestic trailer not attached to any vehicle

resulting from an occurrence during the period of insurance.

(b) We also insure you or any member of your family against claims for:

- death or bodily injury caused by you or your family solely as a result of you or your family being passengers in a registered vehicle
- death or bodily injury caused by any registered vehicle if the occurrence causing the death or bodily injury takes place at the farm

during the period of insurance.

We do NOT insure you or your family:

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

(b) if you or your family are entitled to be wholly or partly protected by any other policy of insurance which specifically covers the vehicle (except where this exclusion would contravene s.45 of the Insurance Contracts Act, 1985).

Committee member of a social or sporting club

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

We will not pay if you receive any payment or remuneration of any kind for holding the position.

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

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

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

Exclusions which apply to this section – Legal liability

We do not insure you or your family:

1. against any liability caused by or arising directly or indirectly, out of or in connection with the actual or alleged use or presence of asbestos
2. against fines, penalties, or punitive, aggravated, multiple or exemplary damages.

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

1. any agreement, unless liability would have attached to you or your family if that agreement did not exist except for your liabilities as a tenant under the terms of the lease for your primary residence
2. death of or bodily injury to you or to any person who normally lives with you.

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

- has used your home, or
- is living with you and intends or intended to use your home

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

3. death of or bodily injury to anyone employed by you or by someone who lives with you if the death or injury arises out of their employment
4. damage to property belonging to you or any person who normally lives with you or to your or their employees
5. any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme
6. the ownership, custody or use of any lift, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 4 metres in length (except canoes, surfboards, surf skis or sailboards) or motorised watercraft in excess of 10 horsepower
7. any claim arising out of your trade business or occupation or other activity that earns money or income other than:
 - letting the home for domestic purposes
 - babysitting on a casual basis.

For the purpose of this exclusion, babysitting is not considered to be on a casual basis where:

 - the babysitting is not of a casual nature
 - any licence or other permission is required by any government body or public authority in order to legally conduct the babysitting
 - the income derived from babysitting is the primary or only source of your or your family's income
 - there is a registered business associated with the babysitting.
8. vibration or the weakening of, removal of or interference with support to land, buildings or other property
9. building work, construction or demolition of a building, including the home if the value of the work exceeds \$50,000
10. death or bodily injury to any person arising out of pregnancy or the transmission of any communicable disease by you or your family
11. any claim arising out of the ownership occupancy or possession of any land or buildings other than those at the farm stated in your Policy Schedule
12. loss, damage or injury intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family
13. the lawful seizure, confiscation, nationalisation or requisition of the property insured
14. destruction of or damage to property by any

government or public or local authority

15. the ownership or use of any motor vehicle other than under the cover given by the 'Additional benefit – Motor Vehicle Liability'
16. any act or omission that is knowingly illegal, dishonest, fraudulent, wilful, malicious or done with reckless disregard for their consequences by you, your family or a person acting with the consent of you or your family

Excesses that apply to this section

You will have to pay an excess for each claim you make under this section of the Policy. The amount of excess is shown in your Policy Schedule, other than the earthquake excess.

You will have to pay an excess of \$200 for any loss or damage to home buildings caused by earthquake, subterranean fire or volcanic eruption during any period of 48 consecutive hours commencing from the time damage is first sustained.

When no Excess applies

No excess applies to claims under the personal legal liability cover.

Conditions which apply to this section

The following conditions apply to this section of the Policy.

Exterior walls or roof alterations

If ever the exterior walls or roof of the home buildings are temporarily opened up due to building alterations, you must inform us about it.

You must also take reasonable precautions to adequately cover temporarily exposed roof or wall openings to prevent rainwater or water damage and to secure against theft or vandalism. If you do not do this and water damage, theft or vandalism occurs, we may reduce or refuse to pay any claim arising from storm, rainwater, escape of water, theft or vandalism.

Discharge of liabilities

At any time, for all claims made against you for any one occurrence, we can pay to you or on your behalf, after deducting any amounts already paid:

- (a) the sum insured for legal liability under this section, or
- (b) any lower sum for which the claim may be settled.

If we do so:

- (a) the conduct of any outstanding claim against you will become your responsibility, and
- (b) we will not be liable to pay any other amounts under this section other than any costs, charges, or expenses, agreed to by us in respect of the period prior to the payment.

Optional clauses

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

TDL - key operated deadlocks on all external doors

TH1 - key operated deadlocks on all external doors

- suitable key operated locking devices on all external windows or bars or security screens on all ground floor windows

TH2 - key operated deadlocks on all external doors

- suitable key operated locking devices on all external windows or bars or security screens on all ground floor windows
- bars on all louvre windows

OR

- key operated deadlocks on all external doors

- a professionally installed alarm covering all external doors and windows

TH3 - key operated deadlocks on all external doors

- suitable key operated locking devices on all external windows or bars or security screens on all ground floor windows

- bars on all louvre windows

- a professionally installed alarm covering all external doors and windows

OR

- key operated deadlocks on all external doors

- a professionally installed and monitored alarm covering all external doors and windows

TH4 - key operated deadlocks on all external doors

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

TH5 - key operated deadlocks on all external doors

- a professionally installed alarm covering all external doors and windows

TH6 - key operated deadlocks on all external doors

- a professionally installed and monitored alarm covering all external doors and windows.

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

Domestic Workers Compensation

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

Your Policy Schedule indicates whether you have chosen this option.

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

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

compensate them.

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

On request, we will provide you with a copy of the Statutory Policy.

Section P2: Valuables

This section enables you to insure personal items which are of particular value and that you take away from the home. We will cover the items that you specify to us for the amount that you require cover for. You can also cover your clothing and personal effects that you usually carry or wear as miscellaneous valuables for a fixed amount that we agree with you.

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

What we insure

We will cover you for accidental loss or damage:

- to the valuables which you choose to insure
- which occurs during the period of insurance
- while they are anywhere within Australia or New Zealand (or any other geographic limit stated in your Policy Schedule), and in direct transit between these countries
- for up to 35 consecutive days anywhere in the world.

The valuables that you choose to insure will be shown in your Policy Schedule.

These items may be insured as either 'specified valuables' where each item is listed separately with a sum insured or as 'miscellaneous valuables'.

By miscellaneous valuables we mean:

- jewellery
- gold or silver objects
- watches
- sporting equipment except while in use or play
- camping equipment, back packs and sleeping bags
- photographic equipment including video equipment
- musical equipment
- battery operated sound equipment
- binoculars
- clothing
- wheelchairs, crutches and walking sticks
- other personal belongings specifically designed to be worn or carried on the person
- luggage.

What we will pay

We may choose to settle your claim by:

- providing you with new similar items or materials
- repairing the items
- paying you cash.

We usually settle claims for jewellery and electrical items by replacing the items.

The maximum amount we will pay

For each of the specified valuables, we will not pay more than the sum insured for that item which is listed in your Policy Schedule.

For any item insured as miscellaneous valuables, we will pay up to 25% of the sum insured listed in your Policy Schedule.

If any lost or damaged item is part of a pair, set or collection, then we will pay no more than the actual value of the item.

We will not give any allowance for any special value it may have as forming part of a pair, set or collection, or for any reduction in value of the remaining part or parts.

Excesses that apply to this section

You will have to pay an excess for each claim you make under this section of the Policy. The amount of excess is shown in your Policy Schedule.

Exclusions which apply to this section

We will not pay for any loss or damage caused directly or indirectly by:

1. inherent defects, structural defects, faulty workmanship, faulty design or any gradual process
2. wear, tear, rust, corrosion, depreciation or gradual deterioration
3. mildew, algae, atmospheric or climatic conditions (other than storm)
4. mechanical, electrical or mechanical breakdown where fusion does not occur
5. loss of or damage to electronic data caused by electronic or mechanical derangement or malfunction or by a virus, or processing error
6. any consequential loss other than that specifically provided by this section
7. any process of cleaning involving the use of chemicals
8. vermin, insects, wildlife.

We will not pay for loss of or damage to sporting equipment while it is in use or play.

Section P3: Motor Vehicle

This section covers your motor vehicles, caravans, cycles and trailers that you choose to insure. We offer you three choices of cover:

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

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

What we insure

Under this section, we insure:

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

Cover options

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

Cover 1 – Comprehensive

This insures you for:

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

Cover 2 – Third party property damage only

This insures you for legal liability as a result of damage you cause to other people's property.

Cover 3 – Third party, fire and theft

This insures you for:

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

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

Words with special meanings

The following table describes terms which apply to this section.

Word or Term	Meaning
Motor vehicle	Any type of machine on wheels or self-laid tracks which is intended to be self propelled by other than human or animal power that you have chosen to insure, and: <ul style="list-style-type: none"> (a) its standard accessories, tools and spare parts (b) driving lights, roof racks, tow bars, bull bars, gates, tarpaulins and chains attached to or within your vehicle (c) other tools and spare parts for your vehicle while in or on your vehicle up to \$250 in total (d) fitted baby seat or capsule (e) a cellular car telephone kit (excluding telephone) or two-way radio (f) any other accessories which you have told us about and we have agreed to insure.
Cycle	Any motor cycle that you have chosen to insure including while fitted to it, standard accessories, tools and spare parts, and those which you have told us about and we have agreed to insure.
Caravan	Any caravan that you have chosen to insure which is: <ul style="list-style-type: none"> (a) registered for use on public roads (b) not a permanent caravan or mobile home. 'Caravan' does not include an annexe or personal belongings unless you have told us about them and we have agreed to insure them.
Dangerous goods	Goods as defined by the Australian Code for the Transport of Dangerous Goods by Road and Rail or: <ul style="list-style-type: none"> (a) any infectious substance, or

Word or Term	Meaning
Dangerous goods (continued)	(b) the following substances or materials in excess of the following quantities: <ul style="list-style-type: none"> - 1,000 litres of petroleum or substances having a closed cup flashpoint below 23 degrees Celsius - 5 kilograms of explosives - 100 kilograms of compressed gas - 500 litres in total of substances which are toxic chemicals, corrosive acids or corrosive alkalis - 500 litres (where a liquid) or 50 kilograms (where a solid) of substances which form explosive mixtures with organic and other readily oxidisable materials, or (c) any two (2) or more substances mentioned in (b) above being carried on your vehicle at the same time where the quantity of any substance carried is more than half the quantity stated above for each substance.
Insured vehicle	All the motor vehicles, caravans, cycles and trailers that you have chosen to insure as listed in your Policy Schedule.
Third party property damage	Your legal liability for any damage you cause to other people's property resulting from the use of your insured vehicle.
Total loss	An insured vehicle: <ul style="list-style-type: none"> (a) where the cost to repair the vehicle plus the value of any salvage (if applicable) exceeds the lesser of the 'market value' or 'sum insured', or (b) which is stolen and not recovered within a reasonable period of time as determined by us.
Trailer	A wheeled trailer that you have chosen to insure which is registered for use on public roads. Note: 'Trailer' does not mean any kind of 'Caravan'.

What we will pay

Cover 1 – Comprehensive

If you choose Comprehensive cover, we will pay the amounts listed in the following table.

Type of cover	What we will pay
Third party property damage	We will provide the same cover as is set out for Cover 2 – Third party property damage (other than the cover for uninsured third party vehicles).
Accidental damage including theft	<p>For accidental damage to or theft of your insured vehicle:</p> <p>(a) if it is economical to repair the damage, we will pay the cost of repair</p> <p>(b) if it is not economical to repair the damage or your insured vehicle is not recovered following theft, we will pay the lesser of the market value and the sum insured for the insured vehicle.</p> <p>We will determine how much we will pay after we have assessed the damage.</p> <p>(c) if your damaged vehicle is a total loss:</p> <ul style="list-style-type: none"> • we will settle the claim on the basis of the market value or sum insured depending on the cover shown in your Policy Schedule • we will at our option: <ul style="list-style-type: none"> - replace your vehicle with an equivalent vehicle or pay you its market value or sum insured, whichever is the lesser at the time of the total loss, and - replace all insured accessories or pay you the cost to replace them as new, less depreciation. <p>(d) if your damaged vehicle is NOT a total loss, then:</p> <ul style="list-style-type: none"> • we will repair it to a similar condition to that which it was in before the loss or damage • if it is necessary to repair the vehicle to a better condition than it was in before the loss or damage, then we may ask you to contribute the additional amount to repair it to the better condition • if you have insured any accessories, we will either repair them or pay for the cost to replace them as new, less an amount for depreciation, wear and tear • we are entitled to replace damaged parts with new or used parts of similar age and condition to those being replaced. <p>Lifetime repair guarantee</p> <p>If we authorise repairs to your vehicle, we will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of your vehicle. For entitlement to any repairs under this guarantee you must first allow us to inspect the vehicle and we must agree that repairs are necessary.</p>
New motor vehicle replacement	<p>In the event of your insured vehicle being classed as a total loss, we will at our option, replace it with a new vehicle of the same or similar make and model as long as it is available in Australia, provided:</p> <p>(a) the period from the date of original registration as a new motor vehicle to the date of the loss did not exceed 12 months, and</p> <p>(b) your vehicle was:</p> <ul style="list-style-type: none"> - a sedan, station wagon, panel van, utility, or - a truck not greater than 5 tonnes carrying capacity or no greater than 7500 kgs gross vehicle mass, or - a caravan - a minibus with a carrying capacity of not greater than 15 persons, and <p>(c) we obtain the written agreement of any other party with a financial interest in the motor vehicle.</p>
Automatic cover – trailer	In addition to the sum insured, we will pay the lesser of its market value or \$1,000 for damage to any box trailer you own which is not more specifically insured under this section if it is damaged while it is attached to your insured vehicle.

Type of cover	What we will pay
Protection and removal costs	<p>In addition to the sum insured after an accident or theft involving your insured vehicle, we will pay the reasonable and necessary cost of:</p> <ul style="list-style-type: none"> (a) protecting the insured vehicle (b) emergency repairs that are necessary to allow you to continue your journey (up to a maximum of \$500) (c) removing the insured vehicle to the nearest repairer or place of safety (d) re-delivery of the insured vehicle to you from those premises following repair (e) cleaning up and removal of debris arising from the site of an accident (up to a maximum of \$10,000).
Travelling, accommodation and expenses	<p>We will pay up to \$1,000 for any reasonable additional travelling and accommodation expenses incurred by you and your family resulting from a claim we accept under this section, as long as at the time of accident or theft, your insured vehicle was more than 200 km from the farm.</p> <p>We will pay if you had intended to pay for overnight accommodation in any event.</p>
Sign-writing	<p>In addition to the sum insured, if your insured vehicle carries sign-writing which is lost or damaged in an accident, we will pay the reasonable cost of replacing the sign-writing up to a maximum of \$2,000.</p> <p>If your insured vehicle is a total loss, then we will pay for the replacement of the sign-writing on any replacement motor vehicle you purchase.</p>
Caravan annexe	<p>If you have chosen to insure your caravan annexe, then we will pay for loss or damage to the annexe caused by:</p> <ul style="list-style-type: none"> (a) fire (b) theft (c) overturning, accidental collision or impact of your caravan or the vehicle to which it is attached, or (d) storm, unless the annexe is made of canvas and is more than 5 years of age.
Theft of personal belongings following an accident	<p>(a) Personal belongings in a vehicle other than a caravan.</p> <p>If following a collision with another vehicle or theft of your insured vehicle, any of your personal property in your vehicle at the time is stolen, we will pay for the loss of such personal property. We will pay you the indemnity value of the property stolen, that is, the new replacement cost of any item in Australia less an allowance for age, wear, tear and depreciation.</p> <p>There is NO cover:</p> <ul style="list-style-type: none"> - if the vehicle is only broken into while parked - for money, cheques or negotiables - for unset gemstones, gold or silver nuggets - for pets or any living animal, bird or fish - for tools of trade, stock or samples, or - for mobile phones or two way radios for which there is a fitting installed in the vehicle. <p>In this clause, personal property means private household or personal possessions belonging to you or any member of your family who normally lives with you.</p> <p>The maximum amount we will pay is \$300 for any one event.</p> <p>(b) Personal belongings in a caravan.</p> <p>If you have chosen to insure your personal belongings used in connection with your caravan, we will pay for loss or damage to your personal belongings caused by:</p> <ul style="list-style-type: none"> - fire - theft following forcible entry - overturning, accidental collision or impact of your caravan, the vehicle to which it is attached, or - storm.

Type of cover	What we will pay
Theft of personal belongings following an accident (continued)	<p>We will pay you the indemnity value of the property lost, damaged or stolen, that is, the new replacement cost of any item in Australia less an allowance for age, wear, tear and depreciation.</p> <p>We will NOT pay any amount if your personal belongings are insured under the Home Buildings and Home Contents section or the Valuables section of this Policy.</p>
Automatic 21 day replacement cover	<p>If you dispose of your insured vehicle and replace it with a similar vehicle within 7 days, then provided the replacement vehicle is worth less than \$100,000, we will automatically insure it under the same cover for 21 days from the date you acquire it.</p> <p>If you want to insure the replacement vehicle after this time, you must ask us to do so within the 21 days. You must pay us any premium we require. We may also alter the excess.</p>
Hire car costs following theft	<p>If your vehicle is stolen, and such theft is covered under this Policy, we will reimburse you for the reasonable cost of hiring a similar vehicle providing you first obtain our approval, but:</p> <ul style="list-style-type: none"> (a) we will not pay for hiring charges incurred after your vehicle is found (b) we will not pay for fuel or other running costs (c) cover is limited to a total period of 14 days, or 7 weekends (d) cover stops once we pay the claim. <p>The maximum amount we will pay is \$1,000 for any one event.</p>
Optional Cover – Hire car costs following an accident (your Policy Schedule will indicate whether you have chosen this option)	<p>If your vehicle is damaged in an accident which is covered under this Policy, and we have agreed to pay your claim, we will reimburse you for the costs you incur of hiring a car while your vehicle is being repaired.</p> <p>We will reimburse you an amount up to the maximum daily rate shown on your Policy Schedule:</p> <ul style="list-style-type: none"> • for a maximum of 14 days, or 7 weekends (Saturday and Sunday), or • until your vehicle is repaired, or • until we pay your claim <p>whichever happens first.</p> <p>The cover will commence on the date your vehicle is taken to the repairer.</p> <p>You will need to organise and pay for the hire car. We are not responsible for ensuring that a hire car is available. You must also give us a copy of the rental agreement and any receipts for the hire car before we will pay you.</p> <p>If the cost of the hire car is more than the maximum daily rate shown on your Policy Schedule, you will have to pay the difference.</p> <p>We do not pay for:</p> <ul style="list-style-type: none"> • additional hiring costs • running costs, including the costs of fuel • damage to the hire car • any insurance, insurance excess or other costs you may be liable for under the hire car rental agreement. <p>We will not cover you under this optional benefit if:</p> <ul style="list-style-type: none"> • the only damage to your vehicle is to its windscreens or window glass, or • your vehicle is stolen, because you may be able to claim under the 'Hire car costs following theft' additional benefit. <p>This optional benefit only applies if the damaged vehicle is a sedan, station wagon, panel van, or utility.</p>

Cover 2 – Third party property damage

If you choose Third party property damage cover, we will pay the amounts listed in the following table:

Type of cover	What we will pay
Accidental property damage	<p>For each accident, we will pay the following:</p> <p>The amount you (or any person you have allowed to drive, use or be in charge of your insured vehicle), may be held legally liable to pay for accidental damage to property belonging to other people caused by or arising out of:</p> <p>(a) the use of your insured vehicle or goods falling from the insured vehicle</p> <p>(b) the operation of loading and unloading your insured vehicle but not the collection or delivery of the load to or from your insured vehicle</p> <p>(c) the transportation of dangerous goods. The maximum amount we will pay under this clause is \$500,000</p> <p>(d) pollution or contamination of buildings or other structures, water, land or the atmosphere. The maximum amount we will pay under this clause is \$500,000</p> <p>(e) any person who is driving, using or in charge of your insured vehicle with your permission (as if they were you) and provided they are not entitled to indemnity under any Policy or statute and provided such cover is not otherwise excluded.</p>
Substitute vehicle, cycle, caravan or trailer	<p>If your insured vehicle is disabled and you are using a substitute which does not belong to you, we will pay all sums you are legally liable to pay another person for damage to their property which is accidentally caused by the use of the substitute, provided that:</p> <p>(a) you are only using one substitute motor vehicle, cycle, caravan or trailer at the time</p> <p>(b) the substitute vehicle is not already covered under another insurance Policy</p> <p>(c) the substitute is of a similar type to the disabled insured vehicle, and</p> <p>(d) the substitute vehicle is not owned by you.</p>
Compulsory Third Party Insurance gap	<p>We will pay the amount which you or any person driving, using or in charge of your insured vehicle with your permission may be held legally liable to pay by way of compensation or damages for death of or bodily injury to persons arising out of the use of your insured vehicle.</p> <p>We will NOT cover legal liability for death or bodily injury to:</p> <p>(a) you or any person driving or in charge of your insured vehicle</p> <p>(b) an employee of yours or who is deemed by any law to be your employee arising out of their employment with you.</p> <p>We will NOT pay if:</p> <p>(a) your insured vehicle is not registered</p> <p>(b) you or any person using your insured vehicle</p> <ul style="list-style-type: none"> • is wholly or partly covered under any compulsory statutory insurance scheme or accident compensation scheme, or • would have been entitled to be covered under any such scheme as it existed at the commencement date of the period of insurance, even though there may have been a change in the law during that period of insurance, or • would have been entitled to be covered under any such scheme if it were not for the application of any excess or deductible applying under the scheme, or • would have been entitled to be covered under any such scheme had cover not been refused because you did not: <ul style="list-style-type: none"> – register your insured vehicle – apply for cover under the scheme – comply with a term or condition of the scheme. <p>(c) If your vehicle is registered in the Northern Territory of Australia.</p>

Type of cover	What we will pay
Uninsured trailer	<p>We will also pay all sums you are legally liable to pay another person for damage to their property which is accidentally caused by the use of any trailer being towed by a motor vehicle, provided that:</p> <p>(a) the towage was not for reward</p> <p>(b) only one trailer is being towed at the time of the accident.</p> <p>We will NOT pay for any damage to the uninsured trailer or anything on or in it.</p>
Your employer's or principal's liability	We will pay the amount your employer, principal or partner may be held legally liable to pay for accidental damage to property belonging to other people as a result of an accident while you are using your insured vehicle on business as long as it is not a use that is excluded by this section under Cover 2.
Uninsured third party	In addition to the sum insured for this section, we will pay up to \$5,000 for damage to any insured vehicle which is a sedan, station sedan, panel van or utility as a result of an accident which is solely the fault of the driver of another vehicle, who is not insured for the damage to your vehicle. We will only pay if you can supply the name and address of the other driver.
Limit of liability	<p>The maximum amount we will pay for the total of all claims arising from a single accident or series of accidents with the same original cause is the limit of liability shown in the Policy Schedule.</p> <p>We will pay your legal costs and expenses in defending or settling claims if you have our agreement in writing. We pay this in addition to the amount payable under this Cover 2.</p>

Cover 3 – Third party fire and theft

If you choose Third party fire and theft cover, we will pay the amounts listed in the following table:

Type of cover	What we will pay
Third party property damage	We will provide the same cover as is set out for Cover 2 – Third party property damage.
Your motor vehicle	<p>We will pay for loss or damage to your insured vehicle caused by or arising from fire, theft or attempted theft as follows:</p> <p>(a) If it is economical to repair the damage, we will pay the cost of repair.</p> <p>(b) If it is not economical to repair the damage or your insured vehicle is not recovered following theft, we will pay the lesser of the market value and the sum insured for the insured vehicle.</p> <p>We will determine how much we will pay after we have assessed the damage.</p>
Hire car costs following theft	<p>If your vehicle is stolen, and such theft is covered under this Policy, we will reimburse you for the reasonable cost of hiring a similar vehicle providing you first obtain our approval, but:</p> <p>(a) we will not pay for hiring charges incurred after your vehicle is found</p> <p>(b) we will not pay for fuel or other running costs</p> <p>(c) cover is limited to a total period of 14 days, or 7 weekends</p> <p>(d) cover stops once we pay the claim.</p> <p>The maximum amount we will pay is \$1,000 for any one event.</p>

The maximum amount we will pay

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

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

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

Excesses that apply to this section

You will have to pay an excess for each claim you make under this section of the Policy. You may have to contribute more than one excess in respect of the one claim. The amounts of excesses are shown in your Policy Schedule and are explained below:

Standard excess

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

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

Tipping excess

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

Driver experience excesses

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

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

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

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

No driver experience excesses are payable for the following vehicles:

- mobile farm machinery
- any unregistered cycle, and
- caravans.

Undeclared driver's excess

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

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

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

You will not have to pay this excess if:

- the driver of your vehicle is over 25 years and has not been convicted of driving under the influence of alcohol or had their licence suspended or cancelled in the 5 years immediately before the accident or loss, or
- you satisfy us that an emergency existed, or
- the only damage to your insured vehicle is a broken windscreen or window glass or hail damage, or
- damage occurs when the insured vehicle is parked or unattended.

No undeclared driver excesses are payable for the following vehicles:

- mobile farm machinery
- any unregistered cycle, and
- caravans.

When no Excess applies

You will not have to pay any excess if:

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

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

Exclusions which apply to this section

We will not pay for:

1. any international or interstate freight charges or more than the manufacturer's latest price for parts which are not available locally (unless these costs are incurred with our consent)
2. if your vehicle has been imported and any part is not available in Australia, more than the cost of parts used in the repair of your vehicle up to the manufacturer's recommended list price in Australia. However if such list is not available, we will only pay for the cost of the parts plus the cost of freighting such parts by sea transport
3. loss of use, depreciation, wear and tear, rust or corrosion
4. any structural failure, mechanical, electrical, electronic or hydraulic breakdown failure or breakage. However we will cover damage to your vehicle if an accident occurs to your vehicle resulting from any structural failure, mechanical, electrical, electronic or hydraulic failure or faulty design or workmanship, if such loss is otherwise covered by this section
5. damage to tyres caused by the application of brakes or by punctures, bursts or road cuts
6. any loss or damage due to failure to take reasonable steps to ensure the safety of the insured vehicle
7. any loss or damage, if your vehicle was not reasonably secured against further damage or theft, following an accident
8. theft or any malicious act, committed by:
 - any person who is insured by this Policy or in collusion with any person insured by this Policy, or
 - any person or entity to whom the insured vehicle is lent, leased or hired.
9. loss or damage caused by lawful repossession, seizure or other operation of law
10. monetary loss incurred by you through contractual or financial arrangements involving your insured vehicle
11. loss or damage to your caravan, annexe and personal belongings when:
 - left unattended for more than 24 hours at a place other than your farm, or a recognised caravan park with a resident manager or caretaker
 - let out on hire
 - your caravan is being used other than for private purposes.
12. loss suffered as a result of inability to use your caravan
13. any claim for liability for property damage or personal injury to others if your insured vehicle is not registered at the time of the accident
14. any claim caused by vibration or the weight of your insured vehicle and its load
15. any claim for property damage caused by or arising from the use of your insured vehicle or anything attached to it as a tool of trade for any form of reward
16. property damage or bodily injury or liability for more than \$500,000 for loss or damage or liability in respect of any one accident or series of accidents arising out of any one event from the transport of dangerous goods
17. any liability for loss or damage to any vehicle other than your own, which is being used to tow a caravan insured by this section
18. any claim if at the time of the loss or accident your insured vehicle was used to carry a number of passengers in excess of that for which your insured vehicle was constructed, registered or licensed
19. any claim if at the time of the loss or accident your insured vehicle was carrying a load in excess of that for which it was designed, registered or licensed
20. any claim if at the time of the loss or accident your insured vehicle was being:
 - tested other than in connection with or while undergoing service or repair
 - used in any experiments
 - used in or prepared for reliability trials, speed trials, hill climbing tests, rallies, races or other motor sports events or demonstrations
 - used in or prepared for any stunt for film, video or audio recording, or
 - used while in an unroadworthy or dangerous condition.
21. any claim if at the time of the loss or accident your insured vehicle:
 - was used otherwise than in accordance with the description of use stated in your Policy Schedule
 - was used for the conveyance of passengers for hire, fare or reward other than under a private pooling arrangement
 - was let out on hire
 - formed part of your stock in trade
 - was used in the business of a motor driving school
 - was used for the business or occupation of the collection and delivery of goods articles or livestock for reward unless noted in your Policy Schedule.
22. any claim if at the time of the loss or accident:
 - you or any person driving or riding with your consent was not licensed to drive or ride your insured vehicle under any law, or
 - your insured vehicle was being driven or ridden on a public road by a person who was not licensed to drive or ride the insured vehicle on a public road.
23. any claim if at the time of the loss or accident you or any person were driving your insured vehicle:
 - under the influence of, or impaired by, any drug or intoxicating liquor, or
 - when the percentage of alcohol in the breath or blood was in excess of that permitted by law

but if you can prove you did not know that the driver of your insured vehicle was so affected, we will indemnify you.

24. any claim for damage if, following an accident involving your insured vehicle, you or any person entitled to cover under this section refused to submit to a test to determine the percentage of alcohol in the breath or blood when requested to do so
25. any claim for loss or damage resulting from the use of a fuel system that does not comply with the appropriate Australian Standard code
26. any claim for loss or damage resulting from or occasioned by you (or any person entitled to cover under this Policy) stealing, converting, absconding with or otherwise misappropriating your insured vehicle or deliberately inflicting damage with or to your insured vehicle
27. loss or damage resulting from theft due to trickery or deception
28. any additional costs, such as but not limited to, hire car costs, (other than those covered elsewhere in this Policy), because you cannot use your insured vehicle even though your insured vehicle may not be available following loss or damage covered under this section
29. any loss, damage or liability if any articulated motor vehicle covered under this section is, at the time of an accident, being driven by or is in the charge of a person who is under 25 years of age
30. any loss, damage or liability if any rigid body motor vehicle with a carrying capacity of 8 tonnes or greater is, at the time of an accident, being driven by or is in the charge of a person under 21 years of age
31. any loss or damage under cover 1 of this section if, at the time of an accident, your crane was lifting, lowering, carrying or suspending a load in excess of that for which it is constructed to, or for which it is licensed to lift, lower, carry or suspend
32. any loss, damage, or liability under cover 2 of this section arising out of the use of your crane if at the time of accident, it is lifting, lowering, carrying or suspending any object
33. any breakage of, or damage to, boring equipment while the boring machine is in operation
34. any breakage of, or damage to, the blades of mobile farm machinery while in operation
35. any loss or damage or liability in respect of any underground sewers, water pipes, gas pipes, electric wire cables or their supports, including any transmission cables and their supports or any other underground pipes or cables or their supports.

Conditions which apply to this section

The following conditions apply to this section of the Policy

Maintenance

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

Repairs

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

Cancellation/salvage

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

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

Alterations

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

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

General average

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

Accident or loss occurring within 9 weeks of renewal

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

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

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

Special clauses

Only those special clauses that are shown on the Policy Schedule will apply.

Dangerous goods

Provided that the transportation of dangerous goods is limited to classes 2,3,4,5,8 and 9 as listed under The Australian Code for the Transport of Dangerous Goods by Road and Rail, it is agreed that the maximum amount we pay under the 'tool of trade' exclusion is amended to the amount shown in your Policy Schedule only in respect to those motor vehicles whose registration numbers are shown in your Policy Schedule.

Radius restriction

It is agreed that any articulated insured vehicle or any rigid body Motor Vehicle with a carrying capacity of 8 tonnes or greater covered under this section are only covered for loss, damage or liability while operating within the kilometre radius of your home, base(s) or depot(s), shown in your Policy Schedule, unless otherwise noted.

Underground pipes and cables

It is agreed that exclusion 35 is deleted and that this section indemnifies you on the terms and conditions of this section, for any liability arising out of any damage to, or as a result of damage to any:

- underground sewers
- waterpipes
- gas pipes
- electric wire cables or their supports including any transmission cables and their supports (underground services)

provided you have ascertained the actual position of these underground services from the relevant authorities prior to commencement of any excavation.

The following special clauses apply to sedans, wagons or vehicles with a gross carrying capacity under 2 tonnes.

Windscreen protection clause

If the only damage in an accident is a broken windscreen or window glass, the basic excess shown in your Policy Schedule does not apply for the first windscreen or window glass claim in any one (1) period of insurance.

For the purpose of this benefit, 'broken' will mean a fracture that extends through the entire thickness of the glass or where the windscreen is laminated, a fracture extending through all layers of the lamination or where the damage is sufficient to prevent registration by the appropriate authorities.

Off road clause

The basic excess plus any other applicable excesses payable under this section is double if your insured vehicle is damaged while it is being driven on any beach or off any public road (excluding driveways) on land not belonging to you.

Theft clause

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

Security system clause

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

Protected no claim bonus clause

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

- are, at the time of the accident, on maximum no claim bonus, and
- do not have more than one claim, where this clause is applicable in any one (1) period of insurance.

Section P4: Personal Accident

This section provides certain benefits/lump sum to those persons you choose to insure if they suffer an injury, illness or disease.

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

What we insure

This section insures the persons nominated in your Policy Schedule (that is, the 'insured persons'):

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

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

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

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

Change of occupation

We only cover you for the occupation of a farm business unless otherwise shown in your Policy Schedule. Therefore, if you change your occupation, you must notify us immediately. We will then decide whether to insure you for your new occupation and if so, on what terms.

Words with special meanings

The following table describes terms which apply to this section.

Word or Term	Meaning
Accident only cover	if Accident only cover is shown in your Policy Schedule, then you will NOT be entitled to benefits resulting from illness.
Earnings	<p>(a) if you are self employed or a working director: Your gross weekly income from your personal exertion:</p> <ul style="list-style-type: none">- after allowing for costs and expenses (other than fixed expenses) incurred in deriving that income- averaged over the 12 months prior to injury or illness or any shorter period that you have been engaged in your occupation. <p>(b) if you are an employee: Your gross weekly base rate of pay:</p> <ul style="list-style-type: none">- exclusive of overtime payments, bonuses, commission or allowances- averaged over the 12 months prior to injury or illness or over any shorter period that you have been continuously employed. In the event of a claim, you may be required to substantiate your earnings.
Illness	any sickness or disease which first occurs while this section is in force, but not if it results from: <ul style="list-style-type: none">• war, invasion or civil war• childbirth or pregnancy• HIV or any condition caused by HIV including AIDS.

Word or Term	Meaning
Injury	<p>bodily injury (including death):</p> <ul style="list-style-type: none"> • resulting from an accident which is not an illness, and • which occurs while this section is in force, and • includes any condition resulting from exposure to the elements as a result of bodily injury. It does NOT include bodily injury resulting from: <ul style="list-style-type: none"> – war, invasion or civil war – driving a motor vehicle while having a percentage of alcohol in your breath or blood in excess of that permitted by law – professional sporting activities – flying except as a fare-paying passenger on an airline with scheduled flights – intentional self injury or suicide – practice for or playing organised football of any kind – driving or riding in any kind of race – motor cycling except for agricultural or pastoral purposes – the insured person's criminal or illegal act – alcoholism or drug addiction. <p>If you are travelling on a journey and:</p> <ul style="list-style-type: none"> • your means of transportation disappears, sinks or is wrecked and • your body has not been found within one year <p>we will presume that you have died as a result of injury.</p>
Occupation	your usual farm business activities or other occupation, business, trade or profession that is shown in your Policy Schedule.
Paraplegia	total paralysis of both legs and a part of or the whole of the lower half of the body.

Word or Term	Meaning
Permanent	continuing for 12 months and which will probably continue for the remainder of your life.
Physical severance	<p>occurring to:</p> <ul style="list-style-type: none"> • a hand or foot at or above the wrist or ankle • an arm or leg at or above the elbow or knee • a finger or toe at or above the third joint from its extremity.
Quadriplegia	total paralysis of both arms and both legs.
You/your	<ul style="list-style-type: none"> • the insured person named in your Policy Schedule. All benefits will be paid to this person except for the death benefit which will be paid to their legal personal representative. • if the person who applied for this insurance and paid the premium: <ul style="list-style-type: none"> – is someone other than the insured person, and – is shown in your Policy Schedule as the insured then 'you/your' is that person. <p>All benefits will be paid to the insured. For the purpose of making a claim, paying a premium and receiving benefits, 'you/your' will also refer to the insured.</p>

What we will pay

If you choose weekly benefits, capital benefit or both, we will pay the applicable amounts listed in the following table.

Benefit	What we will pay
Weekly Benefits	<p>If because of injury or illness you are prevented from working in your occupation within 12 months of the injury or illness, we will pay you:</p> <ul style="list-style-type: none"> the weekly sum insured shown in your Policy Schedule up to the maximum period shown in your Policy Schedule as the benefit period. <p>We will NOT pay any benefit:</p> <ul style="list-style-type: none"> for the first period that you cannot work which is shown in your Policy Schedule as the excluded period of claim in respect of any injury or illness if, while you are receiving weekly benefits, you commence any new occupation for more than one injury or illness at any one time. <p>(a) Injury We will reduce your payment by any weekly benefits you are entitled to receive from:</p> <ul style="list-style-type: none"> sick leave any statutory workers compensation or transport accident scheme. <p>We will stop paying weekly benefits if you become entitled to a 100% capital benefit.</p> <p>(b) Illness We will:</p> <ul style="list-style-type: none"> only pay if you cannot work for more than 5 consecutive working days starting from the first day you receive medical attention, and reduce our payment by any weekly benefits you are entitled to receive from: <ul style="list-style-type: none"> sick leave any statutory workers compensation or transport accident scheme. <p>Please note that during the period of insurance, you must tell us immediately if:</p> <ul style="list-style-type: none"> you take out similar insurance with us or another insurer, and the combined weekly benefits under this Policy and the similar insurance will exceed your earnings. <p>(c) Recurrent injury or illness Where you suffer recurrence of an injury or illness:</p> <ul style="list-style-type: none"> for which you have claimed weekly benefits while this section of the Policy is in force and there has been a period of less than six months between your return to work in your occupation and the recurrence it will be treated as a continuation of the original claim.
Capital Benefits	<p>If injury results in any of the conditions you have selected (as shown in your Policy Schedule) within 12 months of the injury, we will pay the benefit shown as a percentage of the capital sum insured shown in your Policy Schedule.</p> <p>Please remember, we will assess whether a condition is permanent (items numbered 2 to 27 in the capital benefit table below) at the end of the 12 month period from the date of the injury on the medical evidence available at the time.</p> <p>Please note:</p> <ul style="list-style-type: none"> the benefit payable in the case of death will be reduced by any capital benefit paid for the same injury all further cover ceases if you become entitled to a capital benefit of more than 75% of the capital sum insured we will not pay any capital benefit for more than one condition at any one time you can only claim one capital benefit for any one condition.

Capital Benefit Table

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

Additional benefits

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

Modification benefit

Where a capital benefit is payable under condition 2 to 5 inclusive, we will also pay for the cost necessarily incurred by you in:

- modifying your motor vehicle or home, or
- relocating your motor vehicle or home, or
- relocating you to a suitable home

to a maximum sum of \$10,000.

Accommodation expenses

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

Totally disabled spouse

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

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

Funeral benefit

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

Peak activity option

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

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

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

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

No Excess applies

You will NOT have to pay an excess for claims arising out of death or bodily injury under this section.

Conditions which apply to this section

The following conditions apply to this section of the Policy.

Claims

You must follow these procedures if you sustain an injury or illness, otherwise we may decline your claim or reduce your benefit.

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

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

Medical examination of an insured person

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

Section P5: Boat

This section covers your boat for accidental loss and damage and liability.

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

What we insure

Under this section, we insure your boat as described in your Policy Schedule including:

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

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

What is not covered

We will not cover:

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

Additional cover (on application)

The following items are not automatically covered under this section of your Policy. If you require cover on any of these items, then we will need to agree to cover you for these items upon application. Any items agreed by us will be shown in your Policy Schedule accordingly:

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

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

Words with special meanings

The following table describes terms which apply to this section.

Word or Term	Meaning
Accident	an incident that is unforeseen and unintended that causes loss or damage. This includes a series of accidents arising out of the one event.
Boat	the boat described in your Policy Schedule. Your boat comprises: <ul style="list-style-type: none"> • the hull • its motor(s), including fuel tanks (unless they form part of the hull) • equipment and accessories • its sails, masts, spars, standing and running rigging • its trailer.
Damage	any form of physical harm to the boat but not including wear and tear or anything that was present before this Policy came into force.
Equipment and accessories	safety equipment installed or carried in accordance with statutory requirements and any other equipment intended for the use of or with the boat including: <ul style="list-style-type: none"> • any tender used with your boat • anchors • oars or paddles • detachable canopies • boat and motor covers • bilge pumps • life-saving equipment including life jackets • auto pilot • depth sounders • electronic navigation equipment • global positioning system • EPIRB (Emergency Position Indicating Radio Beacon) • two-way radios as shown in your Policy Schedule. Note: This definition excludes equipment for water skiing, fishing, diving or any other water sport. Please also see the section 'What we insure' and refer to 'What is not covered'.

Word or Term	Meaning
Hull	the shell of the boat, deck, fixtures and fittings on the deck or below the deck that are not normally removable and would normally be sold with the boat. Please also see the section 'What we insure' and refer to 'What is not covered'.
Legal liability	your legal responsibility arising out of the use of the boat to pay compensation for death, injury or damage to other people (including members of your family) or their property. This responsibility only arises if you have done something wrong or you are at fault. Please also see the section 'What you are covered for – Legal liability' for details on what is covered and not covered.
Motor(s)	motor(s) includes: <ul style="list-style-type: none"> • inboard motors • outboard motors • stern drive units • jet units • gear boxes • propellers • shafts • skegs • portable fuel tanks and lines • wiring harness • instruments (e.g. tachometer) • control cables • generators.
Omission	a failure to act which includes failure to do or say something.

Word or Term	Meaning
Personal effects	<p>personal effects include:</p> <ul style="list-style-type: none"> • clothing • waterproof gear, bags • food or beverage coolers • shoes • wallets or purses excluding cash and credit cards • toilet articles • hats or caps • keys or pens • portable: radio, radio cassette and compact disc players. <p>Note: This definition excludes equipment for water skiing, fishing, diving or any other water sport. This equipment can be covered separately on application. Please also see the section 'What we insure' and refer to 'What is not covered'.</p>
Sails, masts, spars, standing and running rigging	<p>sails, masts, spars, booms and fittings, spinnaker poles, standing and running rigging. Please also see the section 'What you are covered for – Loss or damage' for further details on what is covered and not covered.</p>
Salvage	<p>salvage is either:</p> <ul style="list-style-type: none"> • what is remaining of the boat after it has suffered loss or damage, or • the action of saving the boat in a time of peril.
Tender	<p>an auxiliary boat or dinghy (capable of being and usually carried on deck or on davits on your boat or which is towed behind your boat) that is used as a:</p> <ul style="list-style-type: none"> • lifeboat, or • means of transportation between your boat and the shore, or for both purposes. <p>A tender must be marked with the registration number of your boat and not registered in its own right.</p>
Theft	<p>a person has taken your boat, equipment and accessories without your knowledge, prior consent or agreement with the intention of permanently depriving you of them.</p>

Word or Term	Meaning
Total sum insured	<p>the amount we agree to insure your boat for and is the total value for all of the boat's hull, motors, equipment and accessories, sails, masts, spars, standing and running rigging and trailer, whether individual sums insured are specified for these items by you or not.</p>
Water skiing or aquaplaning	<p>travelling on the surface of water, either barefoot or on water skis or similar devices designed for that purpose while being towed by your boat. For further details on what is covered and not covered, please also see the following sections:</p> <ul style="list-style-type: none"> • 'What you are covered for – Legal liability' • 'Options you can choose for an additional premium – Liability – Water skiers and aquaplaning extension'
Yacht racing risks	<p>taking part in a sporting event organised by a club or association. Cover only applies when we have agreed to grant the optional yacht racing risk extension or yacht club social racing risk extension and you have paid the required premium. This will be shown in your Policy Schedule. For further details on what is covered and not covered, please see the following sections:</p> <ul style="list-style-type: none"> • 'What you are covered for – Loss or damage'. • 'Options you can choose for an additional premium – Yacht racing risk extension', and 'Yacht club social racing risk extension'

What you are covered for

Loss or damage

We will pay for loss or damage which occurs to your boat as described in the left column of this table.

We will not pay for the loss or damage to your boat as described in the right column of this table (or any loss or damage which is otherwise excluded under this section or the Policy).

We will pay for	We will not pay for
<p>Accidental damage:</p> <ul style="list-style-type: none"> If your boat is accidentally damaged. If your boat accidentally sinks, provided it was in a seaworthy condition at the time of sinking. 	<p>Accidental loss or damage to fishing gear, diving equipment, tools and/or water ski equipment while in use.</p> <p>Damage to sails and protective covers caused by the force of wind unless there has also been damage caused to the masts, spars or the boat.</p> <p>Damage to sails, masts, spars, standing and running rigging while your boat is racing, unless we agree to provide the optional yacht racing risk extension or yacht club social racing risk extension and you pay an additional premium.</p>
<p>Theft:</p> <ul style="list-style-type: none"> Of the entire boat including trailer, outboard motor(s), equipment and accessories. Of part of the boat including trailer, outboard motor(s), equipment or accessories from: <ul style="list-style-type: none"> the boat, or the place of storage of the boat, trailer, outboard motor(s) or the equipment and accessories. <p>In the event of a claim, you will not need to demonstrate that there is physical evidence of visible and forced entry. However, it is a condition of this cover that you take reasonable measures to prevent theft at all times e.g. placing equipment/accessories or outboard motors temporarily removed from the boat in a secure place of storage.</p>	<p>Theft of your boat or any part of it by persons to whom you have loaned your boat.</p>
<p>Malicious damage:</p> <p>If your boat is damaged maliciously.</p>	<p>Loss or damage intentionally caused by you or a person acting with your consent, unless required by law.</p>
<p>Transit damage:</p> <p>If your boat is accidentally damaged during transit on its own trailer by road, rail or ship, provided your boat is designed to be normally trailed by a boat trailer and you are complying with all statutory requirements.</p>	
<p>Clean up costs:</p> <p>We will cover you for the reasonable costs of cleaning up an accident site following accidental discharge, emission spillage or leakage upon or into waters or land of oil, diesel, petroleum products effluent or sewage following an insured event up to a maximum of \$20,000.</p> <p>We pay these costs in addition to the sum insured of your boat.</p>	
<p>Pollution hazard:</p> <p>We will cover you for damage caused to your boat by any governmental authority in order to prevent or minimise a pollution hazard or threat of such a hazard resulting from damage to your boat, provided this has not resulted from a lack of due diligence by you.</p>	<p>Any claim arising directly or indirectly from pollution or contamination by any substance.</p>

We will pay for	We will not pay for
<p>Recovery or removal of wreck costs:</p> <p>If your boat is damaged or accidentally sinks, and we agree to recover it or the law requires that it must be removed, we will pay the reasonable costs of the removal/recovery of the wreck. These costs are recoverable in addition to the sum insured of your boat and are subject to a limit of \$1,000,000.</p>	
<p>Other expenses:</p> <p>If your boat gets into difficulties or is accidentally damaged, we will pay the reasonable cost of taking action to:</p> <ul style="list-style-type: none"> • minimise loss or damage, or • remove the boat to safety (including emergency towing), or • dry all the electrical equipment in the motor(s), or • clean and oil the motor(s). <p>You do not need our authority to take such action if it is an emergency and you are unable to contact us to obtain authority. However, you must advise us as soon as possible after the action has been taken.</p> <p>These costs are recoverable in addition to the sum insured of your boat. The additional amount we will pay is limited to the sum insured of your boat shown in your Policy Schedule. Please remember that you will have to pay any excess shown in your Policy Schedule.</p>	<ul style="list-style-type: none"> • Loss of any outboard motor(s) when they are secured to the boat in a manner other than that specified or recommended by the manufacturer. • Depreciation. • Loss or damage caused by normal wear and tear. • Loss or damage caused by timber rot, delamination, osmosis, deterioration, vermin, marine growth. • Loss or damage caused by rusting or other forms of corrosion, or electrolysis. • Loss or damage caused by lack of maintenance. • Mechanical, structural, electrical or electronic failures. We will pay the resultant damage to your boat due to the failure, but we will not pay for the cost of repairing or replacing the item that failed. • The cost of repairing or replacing any part of the boat which is defective and the defect is caused by fault or error in design or construction or faulty workmanship. • Financial, emotional or psychological loss which occurs because you cannot use your boat. • Any fine or penalty.

Legal liability

We will pay for the legal liability of operating your boat or a substitute boat as described in the left column of this table.

We will not pay for the legal liability of operating your boat or a substitute boat as described in the right column of this table (or any legal liability which is otherwise excluded under this section or the Policy).

We will pay for	We will not pay for
<p>Operating your own boat: We cover you and any person authorised by you to control your boat against legal liability for:</p> <ul style="list-style-type: none"> • accidental death or bodily injury to a person other than you • accidental death or bodily injury to you when another person authorised by you is in control of your boat • accidental damage to other people's property caused by the use of your boat. 	<ul style="list-style-type: none"> • Loss of or damage to any property owned by you or in your custody or control, or the property of any other person covered by this Policy. • Bodily injury to, or the illness or death of, a person who is covered (or should have been covered) by any compulsory compensation insurance, including any compulsory third party boat insurance. • Death or bodily injury caused by the activity of scuba diving.
<p>Operating a substitute boat: We will cover you against legal liability for:</p> <ul style="list-style-type: none"> • accidental death or bodily injury to a person other than you • accidental damage to other people's property caused by the use of the substitute boat provided that: <ul style="list-style-type: none"> • you have permission from its owner • your boat is not being used at the time • you or any member of your family does not own or have an interest in the substitute boat. <p>If you are entitled to cover under any other Policy, we will only be liable under this section for the amount your liability exceeds the limits of cover under any other Policy.</p>	<ul style="list-style-type: none"> • Death or bodily injury or property damage intentionally caused by a person covered by this Policy. • Loss or damage to third party property arising from the trailer being towed by or breaking away from or accidentally becoming detached from the towing vehicle. • The towing of persons or objects in the air, including parasailing. • Water skiing or aquaplaning unless you have chosen the optional water skiers or aquaplaning extension and it is shown in your Policy Schedule. • Any tradesperson or company engaged by you for the repair, service or maintenance of your boat. • Any claim arising directly or indirectly from pollution or contamination by any substance. • Actions that are brought against you in a court or tribunal outside Australia or a court or tribunal that applies laws other than the law of a state or territory of Australia. • Any fine or penalty. • Aggravated, exemplary or punitive damages.

What we will pay

Loss or damage

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

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

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

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

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

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

We will, at our option:

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

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

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

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

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

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

Legal liability

We will pay the costs of:

- compensation, and
- legal fees and expenses

that you are liable for.

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

The maximum amount we will pay – Legal liability

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

Additional benefits

In addition to the loss and damage and legal liability covers payable under this section, we will also pay the following benefits.

Personal accident cover

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

- death
- temporary total disablement
- permanent total disablement.

We will pay in the event of your:

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

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

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

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

Power boat association time trials

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

Options you can choose for an additional premium

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

Yacht racing risk extension

If we have agreed to cover you for yacht racing risks and you have paid any additional premium required, then this will be shown in your Policy Schedule. The type of cover provided and the amounts paid are described in the following table.

Type of cover	What we will pay
<p>We will provide additional cover to you for loss of or damage to your boat including its:</p> <ul style="list-style-type: none"> • sails, or • masts, or • spars, or • standing and running rigging while your boat is racing. We will only cover you when your boat is operating within the following navigational limits: • moored boats – within 100 nautical miles of your boat's home port • trailer boats – within 100 nautical miles of the place where your boat was last launched from: <ul style="list-style-type: none"> – on the Australian mainland, or – an Australian offshore Island within 200 nautical miles of the Australian mainland including Tasmania. 	<p>If an item is lost or damaged while your boat is racing, we will, at our option:</p> <ul style="list-style-type: none"> • repair or replace the item involved, or • pay you the reasonable cost of repairing or replacing the item involved, or • pay you the agreed sum insured (where specified) of the item involved and take ownership of any salvage, or • pay you the current market value of the item (where there is no agreed sum insured) and take ownership of any salvage. <p>When we decide to either replace an item, or to pay the cost of replacing an item which has no agreed value, then depreciation will apply and the amount payable is determined by:</p> <ul style="list-style-type: none"> • comparing the value of an item with an item of similar age and condition, or • establishing the actual cost of an item of similar age and condition. <p>If you make a claim under this cover, you will have to pay the yacht racing risk excess shown in your Policy Schedule for any loss or damage to your boat or any legal liability for damage to other people's property. The following sections of the Policy also apply to this extension. Please see these sections for details about what is covered and not covered:</p> <ul style="list-style-type: none"> • 'What you are covered for – Loss or damage' • 'What you are covered for – Legal liability' <p>We will NOT cover you for any racing outside of the areas set out above, unless you have our agreement in writing.</p>

Yacht club social racing risk extension

If we have agreed to cover you for yacht club social racing risks and you have paid any additional premium required, then this will be shown in your Policy Schedule. The type of cover provided and the amounts paid are described in the following table.

Type of cover	What we will pay
<p>We will provide additional cover to you for loss or damage to your boat including its:</p> <ul style="list-style-type: none">• sails, or• masts, or• boom, or• standing and running rigging while your boat is being raced in yacht club social races not exceeding 15 nautical miles from your boat's home port. <p>This cover excludes spinnakers and/or extras.</p>	<p>If an item is lost or damaged while your boat is racing in yacht club social races, we will, at our option:</p> <ul style="list-style-type: none">• repair or replace the item involved, or• pay you the reasonable cost of repairing or replacing the item involved, or• pay you the sum insured (where specified) of the item involved and take ownership of any salvage, or• pay you the current market value of the item (where there is no agreed sum insured) and take ownership of any salvage. <p>When we decide to either replace an item or to pay the cost of replacing an item which has no agreed sum insured, then depreciation will apply and the amount payable is determined by:</p> <ul style="list-style-type: none">• comparing the value of an item with an item of similar age and condition, or• establishing the actual cost of an item of similar age and condition. <p>If you make a claim under this cover, you will have to pay the yacht racing risk excess shown in your Policy Schedule for any loss or damage to your boat or any legal liability for damage to other people's property.</p> <p>The following sections of the Policy also apply to this extension. Please see these sections for details about what is covered and not covered:</p> <ul style="list-style-type: none">• 'What you are covered for – Loss or damage'• 'What you are covered for – Legal liability'.

Liability – Water skiers or aquaplaning extension

If we have agreed to cover you for water skiers or aquaplaning extension and you have paid any additional premium required, then this will be shown in your Policy Schedule. The type of cover provided is described in the left column of this table.

We will not pay for the liability of water skiers or aquaplaning extension as described in the right column of this table (or any liability which is otherwise excluded under this section or the Policy).

Type of cover	We will not pay for
<p>We will cover you or any person allowed by you to control your boat and the person acting as an observer (within the requirements of any law) against legal liability for:</p> <ul style="list-style-type: none"> • accidental death or bodily injury to a water skier or aquaplaner (including you) towed by your boat • accidental death or bodily injury to any person caused by a water skier or aquaplaner being towed by your boat, or • accidental damage to another person's property caused by a water skier or aquaplaner being towed by your boat. <p>We will also cover a water skier or aquaplaner towed by your boat against the water skier's or aquaplaner's legal liability to others for accidental:</p> <ul style="list-style-type: none"> - death or bodily injury to a person, or - damage to property other than your boat caused by the water skier or aquaplaner while being towed by your boat. 	<p>We will not pay the costs of liability arising out of:</p> <ul style="list-style-type: none"> • water skiing or aquaplaning when there is not a legally competent observer in addition to the driver on board your boat at the time of the accident • water skiing or aquaplaning when an aerial device or ski ramp is being used • water skiing or aquaplaning when a ski mast, ski pole, ski tower are being used unless it is professionally designed, manufactured and installed • competition water skiing • towing or using air chairs • towing of any person by personal watercraft that breaches waterways regulations • towing of any device not designed and professionally manufactured for the purpose of being towed behind a boat (e.g. surfboards or tyre tubes). <p>The following sections of the Policy also apply to this extension. Please see these sections for details about what is covered and not covered:</p> <ul style="list-style-type: none"> • 'What you are covered for – Loss or damage' • 'What you are covered for – Legal liability' • 'The maximum amount we will pay – Legal liability'

Excesses that apply to this section

You will have to pay an excess for each claim you make under this section of the Policy. The amount of excess is shown in your Policy Schedule.

If you make a claim for loss or damage to your personal effects, the excess will be \$100 for each and every claim for personal effects.

When no Excess applies

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

Exclusions which apply to this section

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expenses of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This includes any action taken in controlling, preventing, suppressing, retaliating against or responding to or in any way relating to the following exclusions:

1. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
2. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
3. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
4. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
5. Any chemical, biological, bio-chemical, or electromagnetic weapon.

Additional exclusions applying to this section of the Policy. In addition to the above exclusions, we will NOT cover you when

1. your boat is outside the cruising limits described in your Policy Schedule
2. your boat is being operated:
 - at a speed greater than 50 knots
 - with a motor more powerful than recommended by the hull manufacturer for the hull specifications
 - with more than the maximum number of passengers or load recommended by the hull manufacturer.

3. at the time of the loss, damage or liability incurred, you or any person with your consent was:

- under the influence of, or impaired by any drug or intoxicating liquor, or
- when the percentage of alcohol in the breath or blood was in excess of that permitted by law.

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

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

However, we will cover you if the person:

- was not named as one of the insured in your Policy Schedule, and
- you can clearly demonstrate you had no reason to suspect that person was unlicensed.

5. your boat is being used in racing, speed tests or trials, unless you pay an additional premium and we agree to provide the optional yacht racing risk extension or yacht club social racing risk extension

6. your boat is being used for an unlawful purpose

7. your boat is being used for hire or charter, or for payment or reward at the time of the accident or loss unless we specially agree to cover this use and it is shown in your Policy Schedule

8. your boat is being towed on a trailer by a driver with your consent, but the driver was not licensed to drive a vehicle in accordance with the law

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

9. your boat is being transported on a trailer, unless the boat is designed and built for that purpose

10. your boat is being loaded or unloaded or transported by a commercial carrier unless you tell us beforehand in writing, and we agree (in writing) to cover you

11. the boat is being used for permanent living accommodation unless you tell us beforehand in writing, and we agree (in writing) to cover you

12. you do not keep the boat in good order and repair, or in a proper state of seaworthiness and in compliance with any statutory requirements (e.g. Waterways Authority Regulations)

13. your boat is undergoing major hull repair or alteration (e.g. extending the length of the boat, major refurbishment of deck, cabin and hull or replacing inboard engines) unless you tell us beforehand in writing, and we agree (in writing) to cover you.

Conditions which apply to this section

The following conditions apply to this section of the Policy.

Purchase of a 'new' boat

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

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

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

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

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

If you sell or give away your boat

If you sell or give away your boat or part-ownership in a boat and do not advise us, then the cover under this Policy ceases immediately without any notice to you from the time of sale or when you gave away your boat. If you advise us that you no longer own the boat, we will provide a refund for the remainder of the premium you paid. This is done by deducting an amount to cover the period for which insurance was supplied to you.

If you are giving up an interest as lessor, mortgagee or owner under a hire purchase agreement, you do not have to advise us.

Other insurance policies

If at the time of an accident another Policy is in force covering the same risk, we will only pay the amount in excess of the amount that is recovered under those policies limited to the sum insured shown in your Policy Schedule.

You must take reasonable care

You must at all times take reasonable care to:

- prevent theft or attempted theft of the boat, outboard motor(s) or the equipment and accessories
- protect your boat against any initial or further loss or damage
- keep your boat in good condition
- prevent death, bodily injury, or illness to other people, or loss or damage to their property, and
- obey any statutory requirements that safeguard people or their property.

The following applies to all sections of this Policy.

What you must pay if you make a claim – Excess

Most sections require you to contribute an amount towards your loss or damage. This is known as an excess.

If an excess applies, it will be described in the section to which it applies and/or listed in the Policy Schedule.

For most sections if more than one excess applies to one claim, you need only pay one excess. It will be the higher of the applicable excesses. The Motor section includes two types of excess.

When you are not covered

These exclusions apply to all sections of this Policy

General exclusions applying to this Policy

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

1. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any government or public or local authority, or
2. (a) in respect of: Section 1 – Home Buildings and Home Contents, and Section 4 – Motor Vehicle in respect of passenger vehicles, utilities and motorcycles used for private purposes only:
Any act(s) of Terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.
- (b) in respect of all other Sections of this Policy (including, in respect of Section 4, vehicles other than passenger vehicles, utilities and motorcycles used for private purposes only):

Any act(s) of Terrorism

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

- involves violence against one or more persons, or
 - involves damage to property, or
 - endangers life other than that of the person committing the action, or
 - creates a risk to health or safety of the public or a section of the public, or
 - is designed to interfere with or to disrupt an electronic system.
3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

Additional exclusions applying to this Policy

This Policy does not cover:

1. Loss or damage to electronic data.

Notwithstanding anything contained in this Policy or any endorsement attached to it this Policy does not cover Electronic Data. However where cover is otherwise provided by this Policy we will indemnify you for losses to electronic data arising out of fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption, impact, aircraft and/or other aerial device and/or articles dropped from them, sonic boom, theft which is a consequence of theft of any computer and/or computer hardware and/or firmware and/or microchip and/or integrated circuit and/or similar device containing such electronic data, breakage of glass, the acts of persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising, storm and/or tempest and/or rainwater and/or wind and/or hail, water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes.

For the purposes of this exclusion 'Electronic data' means any facts, concepts and/or information converted to a form usable for communications and/or displays and/or distribution and or processing by electronic and/or electromechanical data processing and/or electronically controlled equipment which includes but is not limited to programs and/or software and/or other coded instructions for such equipment.
2. any cost unless it is specifically listed in the Policy
3. replacement of undamaged property
4. any claim which arises from any deliberate act committed by you or your family or by any person acting for you or with your express or implied consent
5. claims which arise out of venereal disease, herpes, acquired immune deficiency syndrome (AIDS) or other communicable disease

6. punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages
7. fines, or penalties, or liquidated damages.

Special Clauses

Only those clauses that are shown on your Policy Schedule will apply.

General Conditions

These general conditions apply to all sections of this Policy.

Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it, and
- we give you a new Policy Schedule detailing the change.

Other Interests

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

Any person whose interests you have told us about and we have noted on your Policy Schedule is bound by the terms of this Policy.

Cancelling your Policy

How you may cancel this Policy

- You may cancel this Policy or any section of it at any time by telling us in writing that you want to cancel it.
- Where 'you' involves more than one person, we will only cancel the Policy or any section of it when a written agreement to cancel the Policy or any section of it is received from all persons named as the insured.

How we may cancel this Policy

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

The premium

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

When the premium is subject to adjustment, even if the Policy is cancelled, you must still supply us with the information we need to calculate the premium adjustment, and pay the adjusted premium up to the date of cancellation.

Notices

Any notice we give you will be in writing, and it will be effective:

- if it is delivered to you personally, or
- if it is delivered or posted to your address last known to us.

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

Alteration of risk

You must tell us about any change in the nature of the risk which occurs during the period of insurance and which increases our risk.

If you fail to do so, we may cancel this Policy.

You must tell us

You must tell us as soon as possible in writing of:

- every occurrence, claim, writ, summons, proceeding, impending prosecution, and inquest together with all relevant information which may result in a claim under this Policy, whether or not you believe any claim amount might fall below the excess.
- every change that comes to your knowledge which materially varies any of the facts or circumstances existing at the commencement of this Policy.

Unoccupied farms

If you intend to leave the farm or any home buildings unoccupied for more than 60 consecutive days, you must obtain our agreement in writing to continue the cover on those buildings.

If you do not do so, we will only pay for loss or damage caused by lightning, thunderbolt, earthquake for the period in excess of 60 consecutive days during which you have left the buildings unoccupied.

The period of 60 consecutive days is calculated from the date when you last occupied the buildings regardless the commencement or renewal date of the Policy.

Mortgagee's rights

We may pay all or part of a claim for loss or damage to your Home or to any mortgagee or creditor who is noted in the Policy Schedule.

We will only do this if we agree to pay the claim on a cash basis (i.e. make a payment in lieu of paying for the cost of repairs).

We will not pay the mortgagee or creditor more than the amount outstanding under your mortgage or credit arrangement. If this is less than the amount we agreed to pay in settlement of the claim, we will pay you the balance.

Any amount that we pay to a mortgagee or creditor will satisfy our obligation to you for the amount paid.

Claims

Making a claim

You must follow these procedures if something happens which causes loss or damage or injury which may lead to a claim.

If you do not do so, we may refuse your claim or reduce the amount we pay you.

When loss or damage occurs you must:

- take all reasonable steps to reduce the loss or damage and to prevent further damage. If the claim involves your boat you must promptly take all reasonable and responsible precautions to prevent any further loss or damage to your boat including electrical equipment and components which have been submerged and in the case of a motor, the flushing out and oiling of the motor and the drying out of its and all other electrical equipment and components
- immediately report to the Police:
 - if you know or suspect that property has been stolen
 - if someone has broken into your premises
 - if someone has caused malicious damage to your property
 - full details surrounding the circumstances of any motor vehicle accident.
- if the loss or damage involves another motor vehicle, obtain the name and address of the other driver and (if different) the name of its owner, and the make, type and registration number and details of the insurance on the other vehicle
- not authorise the repair or replacement of anything without our agreement
- not make any admission of liability, offer, promise or payment in connection with any event
- promptly inform us by telephone or in person
- preserve any damaged property and make it available for inspection by a representative or agent of ours (including a loss adjuster).

If you sustain an injury or illness, you must:

- promptly inform us by telephone, in writing or in person
- submit to examination by a medical practitioner nominated by us. In case of death, your legal representative must permit a post mortem examination of the body to be carried out.

To make a claim you will need to:

- fill in our claim form
- return it to us within 30 days of the event that gave rise to the claim
- give us all information and documentation which we request

If we ask for it, you must provide us with a statutory declaration of the truth of your claim and any matters connected with it, and

- immediately send us any court document or other communication you receive about the claim. Do not take any action yourself or ask anyone else to do so on your behalf.

Proceedings and negotiations

We control all claims that are made against you.

You must give us all information and assistance we need:

- to settle or defend claims, or
- to recover from others any amount we have paid for a claim.

You must allow us:

- to make admissions, settle or defend claims on your behalf, and
- to take legal action in your name against another person to recover any payment we may make in relation to a claim. We will do this at our own expense. You must do everything which we ask to assist us. We may take action before we pay your claim and whether or not you have been fully compensated for your actual loss.

Discharge of our liabilities

At any time we can pay to you or on your behalf, for all claims made against you for any one occurrence:

- the limit of liability under the section under which the claim is made, after deducting any amounts already paid, or
- any lower sum for which the claim may be settled.

If we do so:

- the conduct of any outstanding claim(s) will become your responsibility, and
- we will not be liable to pay any further amounts under that other than costs, charges, or expenses that we agreed to pay before we made the payment referred to above.

Inspection and salvage

You must give us access to your property or make your property available to us for inspection if you make a claim.

You must allow us to take possession of any damaged property and deal with it in a reasonable manner. If we do not take possession of the damaged property, you can not abandon your responsibilities to us for the property.

Excess

You may be requested to pay your excess when you lodge your claim form or before your motor vehicle is released from a repairer. Alternatively we may deduct your excess from our payment to you.

If you suffer damage which leads to a claim under more than one section of this Policy:

- the highest excess is payable, but
- only one excess is payable.

Automatic reinstatement

After we have admitted liability for loss or damage (other than for a total loss under the property section or claims in respect of products liability), we automatically reinstate the sum insured to the amount shown in the Policy Schedule at the time of loss.

If we request an additional premium, you must pay it to us or the cover will be reduced by the amount of the claim settlement.

Other insurances

When you make a claim, you must give us written notice of any other insurance covering the property or legal liability which may also apply to your claim.

Contribution

When a loss paid under this Policy is also recoverable under another policy and we have paid more than our rateable share, we may seek reimbursement from the other insurer or insurers.

What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy Terms and Conditions or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of your Duty of Disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

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

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent, or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

Find out more and ask us for a quote



Talk to staff at any ANZ branch



1300 552 253 weekdays from 8am to 6pm (Sydney time)

For 24 hour claims service



1300 552 253

