

# ***Millennium***

Underwriting Agencies

## **Personal Package Insurance**

*Product Disclosure Statement  
and Policy Wording*

**Product Disclosure Statement (PDS)**  
for Personal Package Insurance Policy

***Important Notice to the Insured***

*This insurance is a legal contract.*

*Please read it carefully to ensure that it is in accordance with your requirements and that you understand its terms and conditions.*

*The Insurance Broker or other intermediary who arranged this insurance should be contacted immediately if any correction is necessary.*

# Personal Package Insurance



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# About This Document



## Important Information

***This document contains two separate sections: Part A and Part B.***

### **Part A: Product Disclosure Statement**

Part A of this document contains a Product Disclosure Statement (PDS). The PDS is designed to assist You to make informed choices about the following covers available under this Policy:

- Home Building and Home Contents
- Valuables
- Landlord's Residential Protection
- Motor Vehicle, Caravan and Trailer
- Boat.

This PDS gives You a summary of the significant benefits and risks associated with each of these covers.

Also included in this PDS is information that will apply to all cover under this Policy relating to:

- Privacy
- General Insurance Code of Practice
- How to Make a Claim
- Dispute Resolution
- Taxation Implications
- Cancelling Your Policy
- Cooling – off Information.

*You should read these sections carefully.*

### **Part B: Policy Terms & Conditions**

Part B of this document 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.

### **About Millennium Underwriting Agencies Pty Ltd**

Millennium Underwriting Agencies Pty Ltd (ABN 38 079 194 095, AFS Licence No. 246721) is part of the MGA Whittles Group of Companies.

Established in 1998, Millennium Underwriting Agencies Pty Ltd is an insurance claims and underwriting facility offering market leading policies

### **Association with an Insurance Broker**

We have an association with MGA Insurance Brokers Pty Ltd (ABN 29 008 096 277).

MGA Insurance Brokers Pty Ltd and Millennium Underwriting Agencies Pty Ltd have some common directors and a proportion of the shares of each company have common ownership.

MGA Insurance Brokers Pty Ltd is a member of the Austbroker Group, and Austbrokers have an equity interest in their business.

# Personal Package Insurance PDS Part A



## Product Disclosure Statement

### Insurer

The issuer of this product is:

*Insurance Australia Limited*  
ABN 11 000 016 722 AFS Licence No 227681  
388 George Street, Sydney NSW 2000

In arranging and effecting this insurance policy, Millennium Underwriting Agencies Pty Ltd ABN 38 079 194 095, AFS Licence No. 246721 is acting as an agent of the Insurer and not as Your agent.

### About Our Product Disclosure Statement and Policy Wording

This document (which is Our Product Disclosure Statement and policy wording) contains important information to help You understand Insurance Australia Limited's Landlords Accidental Damage Residential Building Insurance. Before You decide whether to purchase it, You need to read this document carefully to understand its features, benefits and risks.

Other documents may form part of this PDS. Any such documents will include a statement identifying them as part of this PDS and will be provided to You at the same time as You receive this 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 at no cost to You.

### What You need to read

To determine if this insurance is appropriate for You, it is important that You read:

- this Important Customer Information Section - it contains information on important matters You need to be aware of before applying for this insurance
- the Definitions Section - it sets out what We mean by certain defined terms in this insurance

- the Cover Sections 1 - 5 - these set out the cover available under this insurance
- the General Exclusions Section - it sets out what We do not cover under any of the Cover Sections
- the General Conditions Section - it contains details of Your and Our rights and obligations under this insurance, and what Excesses may be payable. If You do not meet Your obligations, We may be able to cancel the insurance or reduce Our liability in respect of a claim to the extent permitted by law
- the Claims Section - it tells You what to do if You need to claim; and
- any other documents We provide to You about the insurance which may change the standard cover.

### Applying for cover

When You apply for this insurance, We will need You to complete a proposal form. We will use and rely on the information supplied by You to decide the terms of cover We will provide. We provide cover to You on the terms contained in this document, and the Schedule that We issue to You.

The Schedule will contain important information relevant to Your insurance including the Period of Insurance, Your Premium, details of Your property, the Excess(es) that will apply to You and others and whether any standard terms have been varied by way of endorsement.

All of these make up Your "Policy" with Us. You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items You insure.

Before expiry, We will send You a renewal notice which tells You whether We will renew and on what terms. The renewal notice will tell You what is required.



## Part A / Product Disclosure Statement

### Services provided by Insurance Australia Limited (IAL) and General Advice Warning

IAL is an Australian Financial Services licensee (No. 241461) and is authorised under its licence to deal in and provide general advice on this insurance.

Any advice We or Our representatives provide is general only and does not take into account Your personal objectives, financial situation or needs. Because of this You should, before acting on the advice, decide if it is right for You and consider the information contained in this document carefully.

Employees of IAL are paid an annual salary and possibly bonuses based on performance criteria and achievement of company goals. They are not otherwise remunerated for any advice or dealing service that they provide to You unless they tell You otherwise.

### Confirming Transactions

You may contact us in writing or by phone to confirm any transaction under Your insurance if You or Your adviser do not already have the required policy confirmation details.

### Significant benefits and features

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

- Home Building and Home Contents
- Valuables
- Landlord's Residential Protection
- Motor Vehicle, Caravan and Trailer
- Boat.

### 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.

*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
- flood

**(Full Flood)** cover applies only in South Australia if indicated on the Policy Schedule. **Limited Flood** cover applies if indicated on the Policy Schedule in all other States and Territories in Australia and in some areas of South Australia)

**Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of:

- any lake, or any river, creek or other natural watercourse, whether or not altered or modified
- any reservoir, canal, or dam.

**Full Flood** cover means loss or damage to Your buildings and contents caused by flood up to the sums insured stated in the Policy Schedule.

**Limited Flood** cover means loss or damage to Your buildings and/or contents, excluding swimming pools and spas, caused by flood up to a maximum of \$10,000 or 5% of the building and/or contents sum insured, whichever is the lesser.

- 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 (for example 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.

## Part A / Product Disclosure Statement

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

- anywhere in Australia or New Zealand, and
- for up to 90 days, anywhere in the world.

*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 for \$20,000,000 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).

*The policy 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.

### **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 Personal Package Insurance 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.

### **The Policy will 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
2. death or bodily injury to You or to any person who normally lives with You
3. 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
4. building work, construction, erection, renovation, alterations and additions or demolition of a building, including the home if the value of the work exceeds \$100,000.

### **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 Personal Package Insurance 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 the claim is for damage caused by storm, rain or wind to retaining walls, free standing walls, gates and fences and We apply depreciation based on their age and condition
- (e) 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.*

## Part A / Product Disclosure Statement

### *General Conditions Include:*

- 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.

### **Landlords Residential Protection Insurance**

#### **Summary of cover and other significant matters**

*By way of summary, the principal covers available are:*

- cover for accidental loss of or damage to Your insured Building occurring during the Period of Insurance  
*(Section 1 – Building Cover)*
- cover for accidental loss of or damage to Your insured Contents occurring during the Period of Insurance  
*(Section 2 – Contents Cover)*
- cover for damage caused by Tenants occurring during the Period of Insurance. This cover is only available if Building and/or Contents cover is specified in the Schedule  
*(Section 3 – Damage caused by Tenants Cover)*
- cover for loss of rent as a result of a Tenant's default in rent occurring during the Period of Insurance, up to 15 weeks. This cover is only available if Building and/or Contents cover is specified in the Schedule  
*(Section 4 – Tenants Rent Default Cover)*
- cover for loss of rent as a result of loss or damage to Your Building where Your Building is not covered under Section 1 during the Period of Insurance  
*(Section 5 – Loss of Rent for Tenanted Properties)*
- cover for legal liability You and certain other persons incur for accidental death or bodily injury to certain other persons or accidental damage to certain other person's property. This cover is only available if You have taken Building and/or Contents cover.  
*(Section 6 – Legal Liability Cover)*

*Refer to each Cover Section for details of the basis on which We settle any claim.*

You need to make sure that You are happy with the extent of cover provided by this insurance. If not, You may not get the cover You require.

We only provide cover up to the amount(s) and limits and Sum(s) Insured specified in Your Policy and subject to its other terms, conditions and exclusions. All amounts insured exclude GST.

An Excess may apply when You make a claim. An Excess is the part of a claim You must bear and is payable for each occurrence covered by this insurance. An occurrence is one or a series of occurrences arising out of one cause. When an Excess applies We will reduce the amount We pay by the amount of the Excess or We will ask You to pay it.

The type and amount of Excess is shown in Your Policy (usually in this document and the Schedule). We agree on the amount of the Excess(es) with You when You apply for this insurance and the Excess may vary according to where You live and Your insurance history.

For example, Your home has suffered severe damage as a result of Storm passing over Your suburb. If Your Policy or Schedule mentions that You have a \$100 Excess, then Our claim payment reimbursing You for the overall loss will be reduced by \$100.

If You do not adequately insure Yourself for Your potential loss, You may have to bear the uninsured proportion of any loss Yourself.

We only cover Your interest in the insured property unless We specifically include cover for the interest of a third party.

Please note in particular General Condition 8.2 which restricts Your cover if Your Building or Situation is left unoccupied for a period of 60 days or more.

*We may refuse to pay or reduce the amount We pay under a claim in certain circumstances. In particular:*

- where an exclusion applies
- if You do not comply with the terms and conditions of Your Policy
- if You make a misrepresentation; or
- if You make a fraudulent claim.

We also may cancel Your Policy in certain circumstances permitted by law e.g. if You fail to comply with a condition.

## Part A / Product Disclosure Statement

### Motorvehicle, Caravan and Trailer

*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 Property Damage – (Cover 2)**

- (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.

#### **If You choose Third Party Fire and Theft cover – (Cover 3)**

- (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 Fire and Theft cover – (Cover 4)**

- Your financial investment in Your motor vehicle if it is stolen or damaged by fire.

### ***The Policy does NOT cover certain things***

Claims may be refused in certain circumstances. Please refer to the Motor Vehicle section of the Personal Package Insurance 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, swab, 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 Personal Package Insurance Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

## Part A / Product Disclosure Statement

### **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.

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.

### **Boat**

*We believe the most significant benefits of this section of the Personal Package Insurance 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 \$10,000,000.

### **The Policy does NOT cover certain things**

Claims may be refused in certain circumstances. Please refer to the Boat section of the Personal Package Insurance 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 has stranded or collided.

These are only some of the events that are not covered by this insurance. Please read the Boat section of the Personal Package Insurance 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. where You have not requested the insured value of any item to be specifically specified in the Policy.

## Part A / Product Disclosure Statement

### **Significant risks – Home Building, Home Contents, Valuables, Motor, Caravan and Trailer and Boat**

#### *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 (except where specifically stated otherwise). 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 \$1,750 per item and 25% 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 their full value.

### **Motor vehicle, Caravan and Trailer**

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.

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.

### **Over-insurance**

If Your home or 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. Therefore, there is no benefit to You in over-insuring Your property.

### **Overdue Premium**

You must pay Your premium on time otherwise Your Policy may not be valid. If You have not paid by the due date or Your payment is dishonoured, this Policy will not be valid and there will be no cover.

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, 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

## Part A / Product Disclosure Statement

### Motor vehicle, Caravan and Trailer

- 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

### Boat

- Make, model and type of boat
- Construction
- Maximum speed (powered craft)
- Sum insured
- Where and how You use Your boat

*A quote for premium may be obtained from Your Financial Services Provider.*

### The General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. We keenly support the standards set out in the code. You can obtain more information on the Code of Practice and how it assists You by contacting Us on (08) 8291 2300.

### 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.

### 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) and its principles when collecting and handling Your personal information. We have 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.

We may need to disclose personal information to Our reinsurers, (*who may be located overseas*), insurance intermediaries, insurance reference bureaus, credit reference agencies, Our advisers and those involved in the claims handling process (*including assessors and investigators*), for the purposes of assisting Us and them in providing relevant services and products, or for the purposes of litigation.

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.

We aim to ensure that Your personal information is accurate, up to date and complete. Please contact Us if You would like to seek access to this information or in order to revise any information We have on record that is incorrect or incomplete. If You have any issues regarding the way We have handled Your personal information You may contact Us. Should You wish to obtain further information about our privacy policies, please contact Us and ask for a copy of our Privacy Policy. From time to time We may advise You of other products or services that may be relevant or of interest to You. If You do not wish to receive this advice, please call Us.

### Complaints – Internal and External Complaints Procedure

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.

Insurance Australia Limited (IAL) has 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 IAL 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 be able to access the services of an independent external dispute resolution body Australian Financial Complaints Authority (AFCA).

The Australian Financial Complaints Authority (AFCA) resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to You. IAL is bound by the determination of the AFCA but the determination is not binding on You.

#### *AFCA contact details are as follows:*

*Australian Financial Complaints Authority,  
GPO Box 3, Melbourne, Victoria 3001  
Telephone: 1800 931 678  
Website: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)*

## Part A / Product Disclosure Statement

### Compensation Arrangements

IAL is a general insurer authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. We are supervised by the Australian Prudential Regulation Authority (APRA) and subject to the prudential requirements of the Insurance Act 1973 (Cth) (*Insurance Act*). The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

#### *Because of this:*

- the protection provided under the Financial Claims Scheme legislation applies in relation to Us and this policy. This legislation has been put in place to protect certain eligible persons where a general insurer authorised under the Act fails and is unable to meet its obligations under a policy; and
- We are exempted by the Corporations Act 2001 (Cth) from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of that Act. We have compensation arrangements in place that are in accordance with the Insurance Act.

### 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.
- The sum insured and other limits of insurance cover shown on Your Policy documentation are GST inclusive.
- 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*

- 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.
- Where 'You' involves more than one person, the Insurers 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*

- We may cancel this Policy 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.

### 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.



# Personal Package Insurance Part B



## Policy Terms and Conditions

***This Part  
does not form part of  
the Product Disclosure  
Statement.***

### **Insurer**

*The issuer of this product is:*

Insurance Australia Limited  
ABN 11 000 016 722 AFS Licence No 227681  
388 George Street, Sydney NSW 2000

### **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 Personal Package Insurance 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 Your Financial Services Provider.

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.

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.

## Part B / Policy Terms and Conditions

### How You can pay Your premium

You can pay Your premium in one lump sum or by instalments.

If You pay Your premium in one lump sum, You can pay by cash, cheque, credit card (a fee may be charged), BPay or BillPay, or by an arrangement with an accredited premium funder.

If You pay Your premium by instalments, You can pay by credit card or by direct debit from a financial institution.

### We may cancel Your policy if:

- You do not pay Your premium
- Your cheque or credit card is dishonoured by Your financial institution, or
- You pay Your premium in instalments and You are more than one month behind.

### We may refuse to pay a claim if:

- You pay by instalments and at least one instalment of the premium remains unpaid for a period of at least 14 days.

### Paying Your annual premium

You must pay Your 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. We are entitled to deduct from any amount We pay You under a claim any unpaid premium.

### 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 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 and 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.

## Part B / Policy Terms and Conditions

### Words with special meaning

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:

### 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.

### Family

- (a) You and Your spouse (legal or de facto), and children who normally live in Your home,
- (b) You and Your spouse's parents who normally live in Your home.

### Flood

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

- any lake, or any river, creek or other natural watercourse, whether or not altered or modified
- any reservoir, 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.

### Impact

A collision of two or more objects

### Indemnity Limit

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 loss or damage taking into consideration its age, condition and remaining useful life.

### 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:

- (a) adjusted for any special features, and
- (b) 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.

### 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 includes:*

- non lockable structures, and non lockable parts of the home buildings, or
- in or on a motor vehicle, motor cycle, trailer, caravan or tent, whether they are locked or not.

### Pair, set and collection

Two (2) or more articles whose collective value exceeds the sum of their individual values.

### Period of Insurance

The dates and times between which We insure You. It is shown in the Policy Schedule.

## Part B / Policy Terms and Conditions

### Policy Schedule

The schedule of insurance, or any endorsement schedule We give You.

### Rainwater

Rain falling naturally from the sky including rainwater run-off over the surface of the land. Rainwater does not mean flood.

### Replacement Cost

- (a) 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 it's condition when new, or
- (b) at Our option, the actual reinstatement, replacement, 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 home and return them before 90 days expires. Items removed permanently from the home for any period are not temporarily removed.

### Watercraft

Any vessel, craft or anything made or intended to float on or in or travel through the water.

### We, Our, Us

The Insurer, through its agent  
Millennium Underwriting Agencies Pty Ltd  
ABN 38 079 194 095.

### You, Your

The person and entities who are named in the Policy Schedule as the Insured. If home buildings, home contents and/or valuables are insured by this Policy, for the purpose of those sections, You/Your also includes Your Family.

### Types of cover

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

#### Section 1:

*Home Building and Home Contents*

#### Section 2:

*Valuables*

#### Section 3:

*Landlord's Residential Protections*

#### Section 4:

*Motor Vehicle, Caravan and Trailer*

#### Section 5:

*Boat*

*The types of cover You have chosen will be shown on Your Policy Schedule.*

# Personal Package Insurance Part B

## Policy Terms and Conditions

# B

### Section 1 / 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 legal liability.

#### **What We insure**

*We will cover You for loss or damage:*

- (a) to home buildings and home contents which You have elected to insure, depending on the cover You have chosen
- (b) 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.

The cover You have chosen is shown in the Policy Schedule.

#### **Definitions which apply to this Section**

'Home buildings' means the dwelling used primarily as a place of residence at the Site shown in the Policy Schedule.

*Home Buildings includes:*

- (a) outbuildings, fixtures and structural improvements including in-ground swimming pools, in-ground spas, saunas, tennis courts, jetties and pontoons used for domestic purposes
- (b) fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings
- (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
- (d) landscaping, paved pathways and paved driveways, retaining walls, fences and gates entirely or partly on the Site
- (e) trees, shrubs and plants within the homestead block.

#### **What 'Home Buildings' does NOT mean:**

- (a) carpets (*whether fixed or not*), curtains or internal blinds, unless You regularly lease out the home on an unfurnished basis
- (b) earth or gravel pathways or driveways or other unpaved surfaces
- (c) a hotel, motel, nursing home, boarding house, buildings of flats, strata title unit or caravan (whether fixed to the Site or not)
- (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
- (e) a building in the course of construction except for construction, erection, renovation, alterations and additions up to \$100,000
- (f) a temporary building or structure
- (g) trees, shrubs and any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch
- (h) any contents as defined in 'Home Contents means'.

# Personal Package Insurance Part B

## *Policy Terms and Conditions*



### Section 1 / Home Buildings and Home Contents

#### **Home Contents means:**

items (a) to (h) below, while they are at the Site, and which belong to You or Your Family or for whose loss or damage You or Your Family are legally liable.

- (a)** All household goods and personal effects, cash, coins and negotiables .

'Negotiables' means treasury notes, savings certificates, stamps, money orders, gift certificates and any other negotiable instruments .

- (b)** Articles of special value which You have listed on the Policy Schedule under 'special contents items' .

- (c)** If You live in a strata title building, the internal paintwork, wallpaper and any fixture or structural improvement within or attached to that residence which the Body Corporate is not required by law to insure.

- (d)** If You are a tenant, landlord's fixtures and fittings for which You are legally liable and any fixtures and fittings installed by You for Your own use.

- (e)** Any of the following equipment if it does not require registration:

- golf buggies
- motorcycles up to 250cc engine capacity
- garden equipment, or
- motorised wheelchairs.

- (f)** Canoes, surfboards, surfskis or sailboards, and any other watercraft up to:

- 4 metres in length, and
- under 10 horsepower.

- (g)** A watercraft motor:

- of no more than 10 horsepower, and
- not attached to a watercraft, and
- at the home.

- (h)** Equipment used in an office or surgery for earning income in Your own business which belongs to You or Your Family or for whose loss or damage You or Your Family are legally liable.

#### **What 'Home Contents' does NOT mean:**

- (a)** fish, birds, or animals of any description

- (b)** trees, shrubs and any other plant life (other than pot plants)

- (c)** any caravan or trailer

- (d)** motorised vehicles other than in clause (e), under the heading 'Home contents means'

- (e)** watercraft other than in clause (f), under the heading 'Home contents means'

- (f)** aircraft or their accessories (other than a non-pilotable model aircraft)

- (g)** accessories or spare parts, keys or remote locking or alarm devices of motor vehicles (including motorcycles and motor scooters), caravans, trailers, aircraft or watercraft while they are in or on the motor vehicle, caravan, trailer, aircraft or watercraft

- (h)** photographic and video equipment and musical instruments or musical equipment used for earning income

- (i)** any property:

- illegally in Your possession
- stored in a dangerous and illegal way
- connected with growing or creating any illegal substances.

- (j)** commercial or retail trade stock

- (k)** the home or any part of the home, as defined in '*Home Building means*' .

# Section 1 / Home Buildings and Home Contents

## 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 of the Policy).

### INSURED EVENTS

### WE WILL NOT PAY FOR

#### Fire or Explosion

#### Loss or damage to any item caused by:

- the deliberate application of heat
- scorching, melting or charring unless by a visible flame

#### Storm or Rainwater

#### Loss or damage caused by:

- the action of the sea, high water, tidal wave
- water seeping through a wall or floor
- mildew, algae
- atmospheric of 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

#### Flood

(Full Flood cover applies only in South Australia if indicated on the Policy Schedule. Limited Flood cover applies if indicated on the Policy Schedule in all other States and Territories in Australia and in some areas of South Australia)

**Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of:

- any lake, or any river, creek or other natural watercourse, whether or not altered or modified
- any reservoir, canal, or dam.

**Full Flood** cover means loss or damage to Your buildings and contents caused by flood up to the sums insured stated in the Policy Schedule.

**Limited Flood** cover means loss or damage to Your buildings and/or contents, excluding swimming pools and spas, caused by flood up to a maximum of \$10,000 or 5% of the building and/or contents sum insured, whichever is the lesser.

#### 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.

#### Theft

#### Loss or damage caused by:

- theft by any person who is living at the home unless there is evidence that Your home has been entered forcibly or violently
- theft of cash or negotiable securities unless there is evidence that Your home has been entered forcibly or violently

**Note: Forcible or violent entry does not include:**

- 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:

- You, Your Family or Your Family's visitors
- a tenant or tenant's visitors or Family.

# Section 1 / Home Buildings and Home Contents

## INSURED EVENTS

### Riot or civil commotion

**Action of a civil authority** in attempting to prevent the spread of fire

**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.

**Water suddenly escaping** from a waterbed or aquarium.

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

#### Impact by:

- 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.

#### Breakage of fixed glass or fixed ceramic material:

- 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.

### Fusion of an electric motor

*The cost of rewinding* or at Our option replacing the motor

*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

*You will have to contribute towards the cost of repair or replacement including labour charges as follows:*

- any motor up to 15 years from the date of manufacture or rewinding – no contribution
- for each year or part thereof over 15 years of age or last rewinding – 25% per year

In no case will Your contribution exceed 90% after applying the excess

### Spoilage of food

**If this policy also insured Your contents** We will also pay up to \$1,000 for *spoilage of food in domestic refrigerators or freezers caused by:*

- breakdown of the refrigerator or freezer
- failure of the electricity supply to the home buildings
- contamination by lubricant oil or refrigerant.
- accidental damage to the freezer.

## WE WILL NOT PAY FOR

#### Loss or damage which:

- 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

Repair or replacement of the apparatus tank or pipe itself.

#### Loss or damage caused by:

- a domestic animal owned by You or Your Family
- felling or lopping trees
- rodents, vermin, birds or insects gnawing, chewing, pecking, clawing, scratching, or in any way polluting or contaminating Your home or contents.

- Damage to any property other than the broken glass or ceramic material, shower base, basin, sink, lavatory pan, cistern or telephone
- Any item that is chipped or scratched
- Breakage of glass in a picture frame or clock
- Glass in television sets, radios, visual display units, cellular telephones or any other computer or electronic equipment
- Glassware, crystal, ornaments

**Repair or replacement** of additional part or service items.

#### Loss or damage caused by:

- intentionally switching off or disconnecting the electricity by the supplier.
- strikes.



## Section 1 / Home Buildings and Home Contents

### 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).

#### INSURED EVENTS

##### Accidental loss or damage

Other than earthquake, fusion or spoilage of food.

##### Earthquake

All destruction or damage occurring within a period of 48 hours of the earthquake is regarded as the one Insured Event.

##### Fusion of an electric motor

*The cost of rewinding* or at Our option replacing the motor.

*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.

*You will have to contribute towards the cost of repair or replacement including labour charges as follows:*

- any motor up to 15 years from the date of manufacture or rewinding – no contribution
- for each year or part thereof over 15 years of age or last rewinding – 25% per year.

In no case will Your contribution exceed 90% after applying the excess.

**If this policy also insured Your contents** *We will also pay up to \$1,000 for spoilage of food in domestic refrigerators or freezers caused by:*

- breakdown of the refrigerator or freezer
- failure of the electricity supply to the home buildings
- contamination by lubricant oil or refrigerant
- accidental damage to the freezer

#### WE WILL NOT PAY FOR

##### Loss or damage

from theft or vandalism caused by tenants or their visitors

##### Loss or damage resulting from or caused by:

- 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
- a domestic animal owned by You or Your Family
- 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.

##### Loss or damage to:

- hail nets or shade cloth by storm or wind
- sporting equipment while in use or play
- trees, shrubs or plants which is not sudden, unforeseen and accidental.

**Repair or replacement** of additional parts or service items.

##### Loss or damage caused by:

- intentionally switching off or disconnecting the electricity by the supplier
- strikes.

# Section 1 / Home Buildings and Home Contents

## What We will pay when You insure home buildings

When You insure home buildings We will, at Our option:

- repair, replace or rebuild or pay You the reasonable cost to repair, replace or rebuild, the damaged part of the Building up to its replacement cost; or
- pay You up to the Building Sum Insured.

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.

## Fees

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

## 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.

## Section 1 / Home Buildings and Home Contents

**When You insure Home Contents** We will pay for loss or damage to the insured items in accordance with the basis of insurance set out in the following table:

WE WILL PAY FOR	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	<b>We will pay only</b> for items in the room, hall or passage where the damage occurred
Works of art, pictures, tapestries, rugs, antiques forming part of unspecified home contents	Replacement Cost	<b>Cover 1:</b> Insured Events – up to \$20,000 <b>Cover 2:</b> Accidental Damage – up to Sum Insured
Items of jewellery, gold or silver articles, fur or watches forming part of unspecified home contents	Replacement Cost	<b>Cover 1:</b> Insured Events – \$5,000 per item up to 25% of sum insured <b>Cover 2:</b> Accidental Damage – \$10,000 per item up to 25% of sum insured
Mobile phones, portable electronic equipment	Replacement Cost	<b>Cover 1:</b> Insured Events – up to \$1,000 <b>Cover 2:</b> Accidental Damage – up to \$2,000
Hearing Aids	Replacement Cost	<b>Cover 1:</b> Insured Events – up to \$1,000 <b>Cover 2:</b> Accidental Damage – up to \$2,000
Laptop Computers	Replacement Cost	<b>Cover 1:</b> Insured Events – up to \$5,000 <b>Cover 2:</b> Accidental Damage – up to \$10,000
Collections of any kind forming part of unspecified home contents	Replacement Cost	<b>Cover 1:</b> Insured Events – \$5,000 per collection up to 25% of sum insured <b>Cover 2:</b> Accidental Damage – \$10,000 per collection up to 25% of sum insured
Office or surgical equipment used by You or Your Family for earning income	Replacement Cost	<b>Cover 1:</b> Insured Events – up to \$20,000 <b>Cover 2:</b> Accidental Damage – up to sum Insured
Equipment other than office or surgical used by You or Your Family for earning income	Replacement Cost	<b>Cover 1:</b> Insured Events – up to \$5,000 <b>Cover 2:</b> Accidental Damage – up to sum Insured
Accessories or spare parts of motor vehicles, caravans, trailers and watercraft, NOT in or on the motor vehicle, caravan, trailer or watercraft	Replacement Cost	<b>Cover 1:</b> Insured Events – up to \$1,000 <b>Cover 2:</b> Accidental Damage – up to \$2,000
Bicycles	Replacement Cost	<b>Cover 1:</b> Insured Events – up to \$5,000 <b>Cover 2:</b> Accidental Damage – up to \$10,000
Cash, treasury notes, saving certificates, stamps, money orders and other negotiable instruments, bullion or documents	Face Value	<b>Cover 1:</b> Insured Events – up to \$1,000 <b>Cover 2:</b> Accidental Damage – up to \$2,000
Home contents belonging to any student member of Your Family required to live away from home to receive secondary or tertiary education	Replacement Cost	<b>Cover 1:</b> Insured Events – no cover <b>Cover 2:</b> Accidental Damage – up to sum insured

# Section 1 / Home Buildings and Home Contents

## 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

*If Your home contents are temporarily removed from the home buildings, We will pay:*

- (a) up to 25% of the sum insured under unspecified contents where You have chosen the insured events cover option subject to the limits stated in the section 'What We Will Pay When You Insure Home Contents'
- (b) up to the home contents sum insured where You have chosen the accidental damage cover option subject to the limits stated in the section 'What We Will Pay When You Insure Home Contents'.

For the purpose of this additional benefit 'Home Contents' includes items purchased by You but not yet transported to the home building.

### 2. 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.

### 3. 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 Site 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 Site.

*We will remove a standing tree or branch that formed part of the tree that caused the insured damage only if:*

- (a) We agree that the remaining tree or branch is unsafe
- (b) the remaining tree or branch only became unsafe as a direct result of the 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 Site to the nearest authorised facility.

### 4. 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 Site.

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.**

### 5. 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 Site.

### 6. 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 Site 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.

### 7. Replacement of locks and keys

*We pay up to \$2,500 to replace/alter locks or keys or modify burglar alarms if:*

- locks to Your home are damaged, or
- keys to Your home are stolen by someone breaking into Your home.

### 8. 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.

## Section 1 / Home Buildings and Home Contents

### 9. 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.

### 10. 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.

### 11. Trees, shrubs and plants

If this Policy covers Your home buildings, We pay up to \$150 for damage to any one tree, shrub or plant within the homestead block and up to \$1,500 in total in any one Period of Insurance caused directly by an insured event described in, 'What You are insured against, and what You are NOT'. We treat all grass and lawn on the Site as one plant.

**We do not insure You for any event that is not sudden and unforeseen.**

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.

### 12. 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.

### 13. 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 Site, 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.

### 14. 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.

### 15. 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 \$20,000 or 20% of the sum insured for Your home, whichever is the higher for:*

- (a) loss of rent or rentable value if the home is tenanted or is between tenants at the time the loss or damage occurred
- (b) 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 \$20,000 or 20% of the sum insured for Your contents, whichever is the higher for:*

- (a) 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
- (b) 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:**

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

## Section 1 / Home Buildings and Home Contents

### 16. 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.

### 17. 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 in line with consumer price index until the next renewal date.

### 18. 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 Site 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.

### 19. 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 Site 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.

### 20. 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.

### 21. 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.**

We pay up to \$1,000 to repair the cause of the loss or damage provided such loss or damage has occurred in the home.

### 22. Fire fighting

*We will pay up to \$7,500 for all costs incurred for:*

- (a) extinguishing fire at, near, or threatening to spread to the home, preventing or lessening the effect of any such fire
- (b) gaining access to the home after the fire has occurred, or
- (c) replenishing fire fighting equipment.

### 23. Temporary protection

We will pay the reasonable cost of temporary repairs to the Home Buildings following loss or damage insured by this Section for the purpose of securing the premises and safeguarding property from further loss.

### 24. Veterinary expenses for domestic cats and dogs

If You occupy the home insured by this Policy as Your primary residence or this Policy insures Your contents in Your primary residence, We pay the reasonable veterinary expenses incurred by You if Your domestic cat or dog, normally kept at the Site, is accidentally injured as a result of a road accident, fire, lightning or earthquake.

**We will NOT pay:**

- more than \$1,000 in total in any one Period of Insurance
- costs or expenses resulting from the physical loss, theft or death of an animal including but not limited to post mortem, disposal, burial or cremation
- routine elective or preventative veterinary treatment such as vaccinations, spaying or heartworm testing
- for treatment of any pre-existing condition
- for treatment of injury or illness arising from or connected with a sporting event, cat or dog show, business occupation or commercial activity, including but not limited to guard dog services, commercial breeding, hire or renting out of the animal, or
- if the injured cat or dog was not registered and/or micro-chipped as required by any law or regulation made by any government or public authority.

### 25. Taxation audit

If You occupy the home insured by this Policy as Your primary residence or this Policy insures Your contents in Your primary residence, We will pay or reimburse You for accountant's fees which You reasonably incur as a result of Your personal taxation affairs being audited by the Australian Taxation Office.

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

**We do NOT pay or reimburse You for:**

- any fines, penalties or shortfall in the amount of tax payable
- any audit conducted in relation to criminal activity
- any audit not commenced during the Period of Insurance
- any fees incurred outside any statutory time limit
- any fees incurred as a result of any fraudulent act or fraudulent admission or any statement made by You or on Your behalf to a taxation officer which:
  - is false or misleading in a material particular, and
  - can be attributed to deliberate evasion or recklessness as stipulated in income tax ruling IT2517
- any audit conducted in relation to any facts or circumstances of which You were aware, or ought to have been aware, prior to the commencement of this Policy which were likely to lead to Your making a claim under this Policy, or
- any fees incurred in relation to any enquiries from the Australian Taxation Office which are not related to an identified intention to conduct an audit.

## Section 1 / Home Buildings and Home Contents

### 26. Legal defence costs

If You occupy the home insured by this Policy as Your primary residence or this Policy insures Your contents in Your primary residence, We will pay or reimburse You for Your legal fees, costs, and expenses which You reasonably incur in legal proceedings initiated against You by a third party (and defended by You) but only where the proceedings are commenced in Australia during the Period of Insurance.

The maximum We pay is \$5,000 for any one claim or series of claims arising from the same cause or event.

**We do NOT pay or reimburse for proceedings or claims:**

- for or relating to fines, penalties, punitive damages
- by Family members including spouse, ex-spouse, partner, or ex-partner
- for or relating to divorce, separation, child visiting, maintenance, property disputes
- for or relating to dishonesty, intentional violence, or misconduct
- for or relating to defamation or slander
- relating to facts or occurrences, occurring prior to the commencement of the Policy which You knew or ought to have known at the time of commencement of this Policy, would, or might, give rise to a claim
- initiated, threatened or commenced prior to the commencement of this Policy
- under or relating to any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme or compulsory third party insurance
- which could have been made under the Section "Your Personal Legal Liability to Others" if You had chosen to insure Your home (if You own it) or Your contents.

### 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

In the event of a total loss of any article or articles which are part of a pair or set or collection We agree to pay You the full amount of the value of such pair or set or collection and You agree to surrender the remaining article or articles of the pair or set to Us.

If You elect not to surrender the remaining article(s) of the pair or set or collection to Us, then We pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a pair or set or collection or for any reduction in value of the remaining part or parts.

We will only pay the cost of replacing the item even though the pair or set or collection to which it belongs is less valuable because it is incomplete.

### 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
  - flood
  - earthquake
  - escaping liquid and occurring no more than 72 hours after the event
14. *the action of the sea, high water, tidal wave.*

### Your Personal Legal Liability

#### 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.

## Section 1 / Home Buildings and Home Contents

**We will NOT pay more than the amount shown in Your Policy Schedule in total under all policies We have issued to You which cover the same liability.**

We will pay legal costs which We approve. However, We will only pay up to the amount shown in Your Policy Schedule for any one occurrence.

### 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 home Site 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 death, injury, loss, damage or liability of any nature** which is directly or indirectly connected in any way with 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.



## Section 1 / Home Buildings and Home Contents

8. *vibration or the weakening of*, removal of or interference with support to land, buildings or other property
9. *building work*, construction, erection, renovation, alterations, additions or demolition of a building, including the home if the value of the work exceeds \$100,000
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 Site 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, willful, 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.

### When no Excess applies

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

### Conditions which apply to this section

There are also general conditions that apply to all sections of this 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.

### Unoccupancy

If Your home is unoccupied for more than 90 consecutive days, You must tell Us and obtain Our written agreement for cover to continue.

If You do not do so, the cover for home and contents is limited to lightning, thunderbolt and earthquake for the period in excess of 90 consecutive days during which the home has been left unoccupied.

The period of 90 consecutive days is calculated from the date when the home was last occupied regardless of the commencement or renewal date of the Policy.

'Occupied' means that the home is furnished such that it is comfortably habitable and You, Your Family or someone with Your consent has resided in the home overnight.

*To be occupied the home must:*

- contain at least one usable bed/mattress
- contain at least one dining table or bench, a chair and some other furniture
- be connected to the electricity, and
- be connected to hot and cold running water.

# Personal Package Insurance Part B

## *Policy Terms and Conditions*

# 2

### **Section 2 / Valuables**

#### ***This Section***

*gives You the opportunity to insure personal items which are of particular value to You and that You take away from the home.*

We cover the items that You specifically tell Us about for the amount that You ask Us to cover them 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 on Your Policy Schedule.

#### **What We insure**

*This section insures the valuables which You choose to insure for:*

- accidental loss or damage
- that occurs during the Period of Insurance
- while they are anywhere within Australia or New Zealand (or any other geographic limit stated in the Policy Schedule), and
- in direct transit between these countries
- for up to 90 consecutive days anywhere in the world.

The valuables that You choose to insure will be listed in the Policy Schedule.

These items may be insured as either 'specified valuables' where each item is shown 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 will We pay**

*We may choose to settle Your claim by:*

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

#### **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 the Schedule.

For any item insured as miscellaneous valuables, We will pay up to the limits as specified on page 29.

## Section 2 / Valuables

### Pairs, sets and collections

In the event of a total loss of any article or articles which are part of a pair or set or collection We agree to pay You the full amount of the value of such pair or set or collection and You agree to surrender the remaining article or articles of the pair or set to Us.

If You elect not to surrender the remaining article(s) of the pair or set or collection to Us, then We pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a pair or set or collection or for any reduction in value of the remaining part or parts.

We will only pay the cost of replacing the item even though the pair or set or collection to which it belongs is less valuable because it is incomplete.

### Excess

For each claim You make under this section of the policy You will have to pay an excess. The amount of excess is shown on the 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.***

# Personal Package Insurance Part B

## Policy Terms and Conditions

# 3

### Section 3 / Landlord's Residential Protection

#### **Definitions**

*In this Section some words have a special meaning (whether expressed in the singular or the plural) and We define them below:*

##### **Accident or Accidental**

An unforeseen and unintended event and includes a series of accidents arising out of the one event.

##### **Allowable Reletting Expenses**

Reletting expenses as specified in the current Lease for Your property.

##### **Bond Money**

Money (being not less than 4 weeks rent) paid by the Tenant and held as security against loss of or damage to the Building and/or Contents, outstanding rent or other costs.

##### **Building**

The insured Building as defined in Section 1, Building Cover, unless otherwise stated in Your Policy.

##### **Business**

Any business, trade, profession, occupation, agistment of stock, grazing, farming, commercial or income earning activity, but it does not mean tenancy of the Building.

##### **Contents**

Contents as defined in Section 2 Contents Cover.

##### **Excess**

The amount of money, which You must pay if You have a claim. It applies to each occurrence. Should more than one excess appear on the Schedule then the highest excess only shall apply. For earthquake claims, only one Excess applies to all loss or damage occurring within 72 hours of the earthquake.

##### **Flood**

**Full Flood** cover applies only in South Australia if indicated on the Policy Schedule. **Limited Flood** cover applies if indicated on the Policy Schedule in all other States and Territories in Australia and in some areas of South Australia.

**Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of:

- any lake, or any river, creek or other natural watercourse, whether or not altered or modified
- any reservoir, canal, or dam.

**Full Flood** cover means loss or damage to Your buildings and contents caused by flood up to the sums insured stated in the Policy Schedule.

**Limited Flood** cover means loss or damage to Your buildings and/or contents, excluding swimming pools and spas, caused by flood up to a maximum of \$10,000 or 5% of the building and/or contents sum insured, whichever is the lesser.

##### **GST**

Goods and Services Tax (GST).

##### **Lease**

A written and enforceable rental agreement between You and the Tenant that is issued for a minimum period of 3 months. It also includes any extension of the Lease by way of periodic tenancy that immediately follows the expiration of the agreement on the terms set out in the Lease.

##### **Malicious Damage or Vandalism**

A wrongful act motivated by malice, vindictiveness or spite with the intention of damaging the property.

##### **This does not include:**

- Tenant neglect, carelessness, poor housekeeping or unhygienic living habits
- damage occurring during maintenance operations carried out by the Tenant or anyone acting on their behalf
- damage as a result of repairs, or attempted repairs, carried out by the Tenant or anyone acting on their behalf
- damage caused by the failure of Your Tenant or Your Tenant's guests failing to control their children
- damage caused by pets belonging to Your Tenant or Your Tenant's guests
- accidental damage or accidental loss; or
- scratching, denting, chipping, rubbing or chaffing.

## Section 3 / Landlord's Residential Protection

### Sum Insured

The relevant sum insured for each of the following as specified in the Schedule or Your Policy:

- Your Building
- Your Contents
- Your Specified Contents.

The Sum Insured, or any other amount stated in Your Policy and any claim settlements, excludes GST.

### Tenant

The persons named in the Lease including any other person who permanently resides at the Situation and their visitors.

### Total Loss

Where We decide to pay You the full Sum Insured for the relevant insured property.

### The Agreement between You and Us (Your Policy)

In return for Your payment of the Premium or Your agreement to pay it to Us within the time We require, We agree to indemnify You against loss, damage or liability caused by a covered event occurring during the Period of Insurance, subject to the terms, conditions and exclusions of Your Policy.

### Section 1. Building Cover

This cover only applies when Building Cover is specified as covered in the Schedule.

#### 1.1 Definition of Building

*Building means the insured building described in the Schedule at the Situation, being a residential dwelling house, flat or home unit, including:*

- all domestic outbuildings and any professional offices or surgeries and their fixtures and fittings, including boat sheds, jetties, garages, outbuildings, lifts and inclinator, (in all instances, the Policy excludes Your legal liability under Section 6 – Liability Cover for lifts and inclinator)
- fixed coverings to walls, floors and ceilings, (carpets, internal blinds and curtains are excluded, except where the Situation is tenanted under a Lease on an unfurnished basis)
- services (whether underground or not) including 1.4 Additional Benefits and Limitations: communication installations, electricity and water, and
- all domestic structural improvements including fixed swimming pools and spas, saunas, tennis courts, paving, paths, driveways, walls, retaining walls, gates, fences, masts, aerials, clothes lines, exterior blinds and awnings.

#### The following are NOT included:

- property of Tenants, roomers, boarders or paying guests
- carpets, internal blinds and curtains
- pontoons
- trees, shrubs and other plant life including when growing in pots, and
- keys to doors or window locks and the combination of safes.

#### 1.2 Accidental loss or damage cover

We will cover Accidental loss of or Accidental damage to Your Building occurring at the Situation and during the Period of Insurance, including either full flood cover or limited flood cover as shown below.

**Full flood** cover applies only in South Australia if indicated on the Policy Schedule. **Limited flood** cover applies if indicated on the Policy Schedule in all other States and Territories in Australia and in some areas of South Australia.

**Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of:

- any lake, or any river, creek or other natural watercourse, whether or not altered or modified
- any reservoir, canal, or dam.

**Full Flood** cover means loss or damage to Your buildings and contents caused by flood up to the sums insured stated in the Policy Schedule.

**Limited Flood** cover means loss or damage to Your buildings and/or contents, excluding swimming pools and spas, caused by flood up to a maximum of \$10,000 or 5% of the building and/or contents sum insured, whichever is the lesser.

#### 1.3 How We settle any valid claim

##### (a) We will, at Our option:

- repair, replace or rebuild or pay You the reasonable cost to repair, replace or rebuild, the damaged part of the Building up to its Replacement Cost; or
- pay You up to the Building Sum Insured.

##### (b) If We choose to repair, replace or rebuild or pay You the reasonable cost to do so and You do not:

- commence repairing, replacing or rebuilding Your Building within 6 months of the loss or damage; or
- wish to repair, replace or rebuild Your Building,

##### We will:

- deduct an amount from any claim settlement for depreciation, wear and tear, based on the age and condition of the Building immediately before the loss or damage
  - pay You up to the Building Sum Insured; or
  - pay for the damaged portion of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the loss or damage occurred
- (c) A \$300 Excess applies to Accidental Damage and Malicious Damage claims.
- (d) A \$100 excess applies to all other claims.

## Section 3 / Landlord's Residential Protection

### Additional Benefits and Limitations

#### (a) **Removal of debris**

We will cover the reasonable expenses to remove Building debris following loss or damage covered under Section 1.2 above up to a maximum of 10% of the Building Sum Insured.

#### (b) **Architects and other fees**

We will cover architects, surveyors, consulting engineers and legal fees following loss or damage covered under Section 1.2 above up to a maximum of 10% of the Building Sum Insured.

#### (c) **Additional Building costs**

We will cover the additional cost of complying with any government or local authority by-laws that regulate the repair, rebuilding or demolition of Your Building made necessary by loss or damage covered under Section 1.2 above, provided You repair or rebuild Your Building at the same Situation. We will only pay costs which relate to the damaged parts of the Building. Payment is limited to a maximum of 10% of the Building Sum Insured. We will not pay any extra costs if You receive notice of any building regulation requirements You must comply with before the date when the loss or damage occurred.

#### (d) **Loss of rent for tenanted properties**

If the Building is a tenanted property under a Lease and becomes uninhabitable following loss or damage covered under Section 1.2 above, We will pay You rent for the period it takes to repair or rebuild the Building, up to a maximum of 12 months or an amount not exceeding 10% of the Building Sum Insured, whichever is less.

Subject to the above limits, the amount We pay You will be the lesser of the amount that Your Building could be rented out for each week or the weekly rent You were paid by Your Tenant immediately before the loss or damage.

#### (e) **Fusion**

We will pay for Accidental loss or damage caused by the actual burning out of an electric motor forming part of the Building. We will, at Our option, pay the reasonable cost to repair or replace the electric motor or any sealed compressor following the loss or damage to the motor. However, We will reduce the amount We pay in respect of each claim as follows :

- motors up to 10 years since the date of manufacture no reduction will apply
- motors over 10 years since the date of manufacture 10% for each full year. In no instance will the reduction exceed 90% after applying the excess.
- a \$100 Excess applies to all Fusion claims.

Payment is limited to a maximum of \$1,000 during any one Period of Insurance for any and all claims, unless otherwise agreed.

### We will NOT pay for:

- (i) the repair or replacement of any part which does not form part of the electric motor or actual sealed compressor unit and normal service or exchangeable items
- (ii) loss or damage to any submersible and bore hole type pumps over 3hp
- (iii) the cost of repair or replacement of rectifiers and transformers; or
- (iv) motors under any warranty or manufacturers' guarantee.
- (v) motors more than 15 years since the date of manufacture.

#### (f) **Mortgagee legal costs**

We will cover the reasonable legal costs associated with the discharge of a mortgage or mortgages on the Building following the settlement of a claim for a Total Loss of Your Building.

#### (g) **Strata Title mortgagee**

When You own part of a building that has been subdivided, usually into strata title units, and You have a mortgage on that part of the building, We will cover the part of the building that You own for loss or damage on the same basis as set out in Section 1.2.

We will pay up to the amount You owe on Your mortgage but no more than the Building Sum Insured. We will pay this to Your mortgagee when You are required to pay Your mortgage in full following a loss. We will only pay this when the body corporate has not insured the building, or it has not insured the buildings for damage that You can claim for under Your Policy.

#### (h) **Fumigation costs**

We will pay the clean up and fumigation costs incurred by You with Our prior agreement, where following the death of a Tenant at the Situation the Building is unfit for human occupation, unless otherwise excluded. Payment is limited to a maximum of \$2,000 for any one claim.

*(Please refer to the other general terms, conditions and exclusions of this document and Your other Policy documents as they affect this cover.*

### Section 2. Contents Cover

*This cover only applies when Contents cover is specified as covered in the Schedule.*

#### 2.1 Definition of Contents and specified limits

##### **Contents means Your:**

- carpets, internal blinds and curtains, except where covered under Section 1 – Building Cover
- swimming pools and spas not permanently fixed
- furniture and furnishings that are not built in
- fixtures and domestic structural improvements inside a Strata Title unit that are not insured by the Body Corporate, when the Contents Sum Insured is not otherwise exhausted
- fine art, paintings, antiques and curios and other bona fide works of art up to \$1,000 any one article up to a maximum 5% of the Contents Sum Insured for any one claim, unless separately specified in the Schedule as Specified Contents
- portable domestic appliances that are not built in.

## Section 3 / Landlord's Residential Protection

### **Contents are not:**

- birds, fish and animals
- motorised land vehicles and their attached accessories and spare parts including motor vehicles, motorcycles, mini bikes and farm vehicles, motorised golf buggies, ride on mowers and motorised wheelchairs
- watercraft
- jet skis
- aircraft or aerial device, excluding non-pilotable model aircraft or toy kites and their accessories and spare parts
- any conveyance designed to travel on an air-cushion over surface of land or sea and their accessories and spare parts
- stock, money and stamps belonging to Your Business
- property of Tenants, roomers, boarders or paying guests
- caravans and trailers
- trees, shrubs and other plant life, except when growing in pots
- keys to doors or window locks and the combination to safes
- cassette players, electronic diaries, record players, televisions, compact disc players, mobile or portable telephones, radios, tape recorders and video recorders
- jewellery, watches, furs and gold or silver articles
- coin collections, stamp collections, firearms, precious stones (being unset gems) and bullion
- money and negotiable documents of any kind and credit cards or financial transaction cards
- computer systems including portable computers and their accessories and photographic equipment and their accessories
- office and surgery equipment and tools belonging to You and Your Business
- clothing and personal effects, and
- sporting and fishing equipment including pedal cycles and watercraft.

### **2.2 Accidental loss or damage**

We will cover Accidental loss of or damage to Your Contents occurring during the Period of Insurance whilst contained at the Situation, including either full flood cover or limited flood cover as shown below.

**Full Flood** cover applies only in South Australia if indicated on the policy schedule. **Limited flood** cover applies if indicated on the Policy Schedule in all other States and Territories in Australia and in some areas of South Australia.

**Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of:

- any lake, or any river, creek or other natural watercourse, whether or not altered or modified
- any reservoir, canal, or dam.

**Full Flood** cover means loss or damage to Your buildings and contents caused by flood up to the sums insured stated in the Policy Schedule.

**Limited Flood** cover means loss or damage to Your buildings and/or contents, excluding swimming pools and spas, caused by flood up to a maximum of \$10,000 or 5% of the building and/or contents sum insured, whichever is the lesser.

### **2.3 How We settle any valid claim**

#### **(a) We will, at Our option:**

- (i) repair or replace or pay You the reasonable cost to repair or replace, Your Contents up to their Replacement Cost; or
- (ii) pay You up to the Contents Sum Insured, taking into account the relevant limits that apply to particular contents. See Section 2.1 for the limits and the Schedule for any Specified Contents limits.

#### **(b) Pairs, Sets and Collections**

If loss or damage occurs to an item, which is part of a pair, set, system, collection or larger unit, We will only pay the value the item itself has as a proportion of the combined pair, set, system, collection or larger unit.

We will not pay any allowance for any special value that the item may have in forming part of a pair, set, system, collection or larger unit or for any reduction in the value of the remaining part or parts.

#### **(c) We will pay for the damaged portion of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the loss or damage occurred.**

#### **(d) You will need to bear any additional Excess.**

#### **(e) A \$100 Excess applies to all claims unless otherwise specified in Your Policy.**

### **2.4 Additional Benefits and Limitations:**

#### **(a) Removal of debris**

We will cover the reasonable expenses to remove debris of Contents following a covered loss in Section 2.2 up to a maximum of 10% of the Contents Sum Insured.

#### **(b) Fusion**

We will pay for Accidental loss or damage caused by the actual burning out of an electric motor forming part of the Contents. We will, at Our option, pay the reasonable cost to repair or replace the electric motor or any sealed compressor following the loss or damage to the motor.

However, We will reduce the amount We pay in respect of each claim as follows:

- motors up to 10 years since the date of manufacture no reduction will apply
- motors over 10 years since the date of manufacture by 10% for each full year. In no case will the reduction exceed 90% after applying the excess
- a \$100 Excess applies to all Fusion claims
- Payment is limited to a maximum of \$1,000 during any one Period of Insurance for any and all claims, unless otherwise agreed.

#### **We will NOT pay for:**

- (i) the repair or replacement of any part which does not form part of the electric motor or actual sealed compressor unit and normal service or exchangeable items
- (ii) loss or damage to any submersible and bore hole type pumps over 3hp
- (iii) the cost of repair or replacement of rectifiers and transformers
- (iv) motors under any warranty or manufacturers' guarantee
- (v) motors more than 15 years since the date of manufacture.

### **2.5 Exclusions**

*We will not pay for loss or damage to Contents whilst they are away from the Situation or in transit.*

*(Please refer to the other general terms, conditions and exclusions of this document and Your other Policy documents as they affect this cover).*

## Section 3 / Landlord's Residential Protection

### Section 3. Damage Caused by Tenants Cover

*This cover only applies when specified as covered in the Schedule and Building and/or Contents are insured under this policy.*

#### 3.1 Damage caused by Tenants Cover

We will cover You for loss of or damage to Your Building and/or Contents whilst at the Situation arising from a Deliberate or Intentional Act by a Tenant, notwithstanding General Exclusion 7.1.(i).

A Deliberate or Intentional Act means larceny, theft, Malicious Damage or Vandalism.

#### 3.2 How We settle any valid claim

*We cover You in accordance with the relevant basis of settlement in the Building and/or Contents Cover Sections up to the relevant Buildings and/or Contents Sum Insured, subject to the following:*

- (a) We will only pay a claim when there is a Lease between You and the Tenant which states the term of the rental period, the amount of rent payable to You and the amount of Bond Money that the Tenant is required to pay
- (b) any claim will be reduced by the amount of the Tenant's Bond Money that is remaining after deducting Allowable Reletting Expenses You are legally entitled to receive from the Tenants Bond Money, before applying an excess, as specified in Your schedule.

It is necessary for You and Your rental agent to use all reasonable means to minimise any loss or damage.

*(Please refer to the other terms, conditions and exclusions of this document and Your other Policy documents as they affect this cover*

### Section 4. Tenants Rent Default Cover

*This cover only applies when specified as covered in the Schedule and Building and/or Contents are insured under this policy.*

#### 4.1 Coverage

*We will cover You for rent default if Your Tenant:*

- (a) vacates the Situation leaving the premises unfit for occupation for at least 7 days when caused as a direct result of a Deliberate or Intentional Act to the Building and/or Contents. A Deliberate or Intentional Act means larceny, theft, Malicious Damage or Vandalism
- (b) vacates the Situation without notice before the expiration date of the Lease
- (c) defaults in paying rent owed at the Situation under the terms of the Lease to You or Your rental agents, or
- (d) is legally evicted from the Situation.

#### 4.2 How We settle any valid claim

*The most We will pay during any one Period of Insurance is 15 weeks rent, provided:*

- (a) there is a Lease between You and the Tenant which states the term of the rental period, the amount of rent payable to You and the amount of Bond Money that the Tenant is required to pay
- (b) any claim will be reduced by the amount of the Tenant's Bond Money that is remaining after deducting Allowable Reletting Expenses You are legally entitled to receive from the Tenants Bond Money, before applying the Excess specified for this Cover in the Schedule

- (c) any claim under Section 4 Tenants Rent Default Cover will cease when the Situation is re-tenanted
- (d) a breach notice for non-payment of rent or a notice of termination for non-payment of rent is issued as soon as practical when the rent is in arrears to the Tenant by You or Your rental agent, and
- (e) the regulations and procedures outlined in the relevant State legislation relating to ending a tenancy, are strictly adhered to by You and Your rental agent .

### 4.3 Additional benefits and limitations

#### Legal expenses

When We agree to pay legal expenses before they are incurred, We will also cover the legal expenses for You to legally evict Your Tenant and/or to recover any amount payable by the Tenant for damage caused by Tenants and/or rent default to You, up to a maximum of \$5,000 for any one claim.

It is necessary for You and Your rental agent to use all reasonable means to minimise any loss or damage.

*(Please refer to the other terms, conditions and exclusions of this document and Your other Policy documents as they affect this cover*

### Section 5. Loss of Rent for Tenanted Properties Cover

*This cover only applies when You are not covered under Section 1 Building Cover and when Loss of Rent for Tenanted Properties is specified as covered in the Schedule.*

#### 5.1 Loss of Rent for Tenanted Properties

*When the Building, as defined below, is a tenanted property under a Lease and becomes uninhabitable following physical loss or damage caused to the Building or to the building of which it forms part, which occurs during the Period of Insurance and that loss or damage is:*

- (a) covered under an insurance policy; and
- (b) not excluded by the General Exclusions section.

We will pay You rent for the period during which the Building remains uninhabitable because of that loss or damage, up to a maximum period of 12 calendar months, limited to \$15,000 or the amount specified in the Schedule.

Subject to the above limits, the amount We pay You will be the lesser of the amount that Your Building could reasonably be rented out for each week or the weekly rent You were paid by Your Tenant immediately before the loss or damage.

#### 5.2 Definition of Building

*In this section Building means the insured building described in the Schedule at the Situation being a residential dwelling house, flat or home unit including:*

- (a) fixed coverings to walls, floors and ceilings, (carpets, internal blinds and curtains are excluded, except where the flat or unit is tenanted under a Lease on an unfurnished basis); and
- (b) services (whether underground or not) including communication installations, electricity and water.

#### **The following are not included:**

- (a) property of Tenants, roomers, boarders or paying guests
- (b) carpets, internal blinds and curtains.



## Section 3 / Landlord's Residential Protection

### Section 6. Legal Liability Cover

*This cover only applies when Legal Liability cover is specified as covered in the Schedule.*

#### 6.1 Legal liability cover

*We will cover You for Your legal liability for:*

- (a) death or bodily injury to another person; and
- (b) damage to another person's property, caused by an Accident occurring during the Period of Insurance, subject to the following:
  - (i) where the Building is insured under the Policy, We only indemnify You for Your legal liability as owner or as owner occupier of the Building
  - (ii) when Contents are insured and You are the owner and/or occupier of the Situation or the Contents are in a Strata Title unit owned by You, We only indemnify You for Your legal liability as the owner of the Contents and/or the occupier of the Situation, but not any legal liability in connection with ownership of the Building or any building on the Situation
  - (iii) indemnity for Your legal liability is subject always, to the extent permitted by law, to indemnities provided under any travel insurance or any other insurance being first invoked and exhausted prior to indemnity being provided under Your Policy, unless otherwise stated.

#### 6.2 How We settle any valid claim

*We will pay the cost of:*

- (a) compensation; and
- (b) legal fees and expenses, that You are legally liable for in relation to a claim under 6.1 above.

However, 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 for Your legal liability under this Section in respect of any one claim or series of claims arising from the same Accident is the amount shown in the Schedule.

Where We have issued a separate policy or policies which also cover Your legal liability in respect of an Accident, this limit applies to all claims combined under this Section and the other policy or policies, which arise from that Accident.

#### 6.3 Exclusions

**We will NOT cover You for Your legal liability to pay compensation:**

- (a) for death or bodily injury to You or any other person who normally resides with You at the Situation
- (b) for property that belongs to You or any other person who normally resides with You at the Situation
- (c) for property that is in Your physical and legal control or that of any other person who normally resides with You at the Situation
- (d) to any person You employ where You are legally obliged to provide cover under any workers compensation legislation or similar laws and any legal liability that arises from their employment with You
- (e) directly or indirectly arising from or in any way connected with any Business carried on by You or any liability that directly or indirectly arises from any person employed by the Business
- (f) directly or indirectly arising from or in any way connected with the ownership, operation, maintenance or use of any:
  - (i) motorised land vehicles including motor vehicles, motorcycles, mini bikes and farm vehicles, motorised golf buggies, motorised wheelchairs, but excluding ride-on mowers under 18hp not requiring registration or statutory motor insurance for the purpose it was being used at the time of the Accident
  - (ii) caravans and trailers
  - (iii) watercraft
  - (iv) jet skis
  - (v) aircraft landing areas or aircraft or aerial devices
  - (vi) any conveyance designed to travel on an air-cushion over surface of land or sea
  - (vii) pontoons
  - (viii) lifts and inclinators.
- (g) for claims directly or indirectly arising from or in any way connected with Your Building undergoing any process of construction, demolition, alteration and repair where the value of such work exceeds \$50,000
- (h) directly or indirectly arising out of or in any way connected with any disease that is transmitted by You or any other person who normally resides with You at the Situation
- (i) for penalties or fines, or awards of aggravated, exemplary or punitive damages made against You
- (j) for Your failure to take all reasonable precautions to comply with statutory obligations and regulations imposed by any authority
- (k) directly or indirectly arising from or in any way connected with a Strata Title unit when Section 1. Building Cover insures the interest of a mortgagee in a Strata Title unit only
- (l) arising from any agreement or contract You enter into unless You would have been liable in the absence of such agreement or contract
- (m) directly or indirectly arising from or in any way connected with asbestos
- (n) for Your legal liability to Yourself, any other person who is insured (see definition of "You" and "Your") or for any person who normally lives with You.

*(Please refer to the other terms, conditions and exclusions of this document and Your other Policy documents as they affect this cover).*

## Section 3 / Landlord's Residential Protection

### Section 7. General Exclusions

*These General Exclusions apply to this Section of Your Policy unless otherwise stated. Your Policy does not cover:*

#### 7.1 Loss or damage to Your property which is caused by, arising from or in anyway connected with:

- (a) wear or tear, rust, corrosion, gradual deterioration and depreciation
- (b) mechanical, electrical or electronic breakdown including when caused by any power supply irregularity including power surge, except when caused by the actual burning out of an electric motor or any other insured event
- (c) mildew and atmospheric or climatic conditions other than by rain, snow, sleet and hail
- (d) domestic animals and any other animal kept by You or Your Family or a Tenant and their visitors
- (e) vermin, insects or by the pecking, clawing, chewing, eating or nesting by birds and other wildlife
- (f) any process of cleaning, repairing, restoring or retouching of any item
- (g) any process involving the application of heat or the use of chemicals, other than household chemicals
- (h) larceny, theft, attempted theft, burglary:
  - (i) by You or a person living with You at the Situation
  - (ii) by a Tenant, roomer, boarder or paying guests or their visitors
  - (iii) from unlocked garages, storage areas of residential flats, units and the like or common areas of residential flats, units and the like except as provided for in Section 3 – Damage caused by Tenants Cover and Section 4 – Tenants Rent Default Cover.
- (i) Malicious Damage or Vandalism or deliberate or intentional acts by:
  - (i) You or a person living with You at the Situation
  - (ii) any person who entered the Situation with Your consent or the consent of any person who is living with You at the Situation, or
  - (iii) a Tenant, roomer, boarder or paying guests or their visitors except as provided for in Section 3 – Damage caused by Tenants Cover and Section 4 – Tenants Rent Default Cover.
- (j) settlement, shrinkage, vibration or expansion in buildings, foundations, walls or pavements
- (k) faulty workmanship, inherent defect, errors or omissions in design, structural defects and faulty design
- (l) water seeping or otherwise percolating through a wall, floor or roof
- (m) the roots of trees, shrubs, plants and grass
- (n) erosion
- (o) fire, explosion or thunderbolt caused by:
  - (i) arcing, sparking scorching or heat damage where there is no flame; or
  - (ii) irregularities in the power supply unless there is visible evidence of a lightning strike.
- (p) water, hail or wind entering the Building or building at the Situation, through an opening made for the purpose of construction, demolition, alteration or repair irrespective of the value of such work.

#### 7.2 Loss or damage to:

- (i) free standing walls and retaining walls whether they form part of the Building or not
- (ii) a glass house, greenhouse or conservatory whether constructed principally of glass or not
- (iii) gates and fences not constructed of metal, brick, concrete, masonry, stone, or timber more than 15 years old, caused by, arising from or in any way connected with Storm.

#### 7.3 Loss or damage to:

- (a) glassware, crystal, ornaments, vases or lamps,
- (b) a picture tube or screen in a television or electronic visual display unit,
- (c) a ceramic or glass cooking top,
- (d) glass in a picture frame, painting, radio set or clock,
- (e) any item of travertine whether fixed or unfixed, tiles, bench tops, spas or hot tubs,
- (f) glass in any glasshouse, conservatory or greenhouse,
- (g) any items which were wholly or partly in a defective condition at the time of the breakage.

#### 7.4 Consequential loss of any kind,

other than the Loss of Rent for Tenanted Properties Additional Benefit in Section 1 Buildings Cover, Loss of Rent for Tenanted Properties Cover Section 5 and Section 4 – Tenants Rent Default Cover.

#### 7.5 Loss or damage or liability arising from the consequences of war,

undeclared war, rebellion, civil war, insurrection, revolution, invasion, war like acts of military forces or personnel, or the destruction or seizure of property for military purposes.

#### 7.6 Loss or damage or liability caused by the confiscation, destruction or seizure of property by any government

or local or public authority or other authority except when in connection with any riot or civil commotion.

#### 7.7 Loss or damage or liability caused by or arising from nuclear or radioactive contamination.

#### 7.8 Loss or damage or liability caused by or in connection with contamination and pollution

and the removal of any resultant pollutants and contaminants.

#### 7.9 Loss or damage or liability arising out of the failure or inability of any item, equipment or computer software

including but not limited to firmware, data and embedded chips to recognise correctly, to interpret correctly or to process correctly any date or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by the Policy, other than resultant loss or damage to any frozen food, computer equipment or computer software.

## Section 3 / Landlord's Residential Protection

**7.10 Loss or damage to Your property when Your Building is undergoing any process of construction, demolition, alteration or repair.**

This exclusion does not apply to Building or Contents not affected by the construction, demolition, alteration or repair or when Your Building is enclosed and under roof, with all outside doors and windows permanently in place.

**7.11 Loss or damage or liability resulting from or in connection with any error in computer programming or instructions to the computer.**

**7.12 Loss or damage or liability when intentionally caused by You or Your immediate Family**

or a person acting with Your consent, including losses resulting from the taking or other misappropriation of the Contents or Specified Contents.

**7.13 Loss or damage to property when sent by courier or by post.**

**7.14 Loss or damage caused by or in connection with earth movement caused by landslip, landslide or subsidence, unless such loss or damage occurs within 24 hours of and as a direct result of one or more of the following listed events:**

- (a) Storm, rainwater or wind, flood or
- (b) earthquake, or
- (c) explosion, or
- (d) water escaping from fixed pipes or apparatus.

**7.15 Any GST, or any fine, penalty or charge for which You are liable arising out of Your misrepresentation of, or failure to disclose, Your actual Input Tax Credit entitlement in the settlement of any claim or Premium relating to the Policy.**

**7.16 Loss or damage or liability caused by or in connection with Your failure to use all reasonable means to protect and maintain the Building and/or Contents before, at, or after the time of any loss or damage.**

**7.17 Loss or damage caused by or in connection with storm surge**  
(meaning an abnormal rise in the level of the sea along a coast caused by winds of a severe cyclone typically at least 30 kilometres across and 2 – 5 metres above the average sea level),  
tidal wave, high water or tsunami  
(meaning the action or rising of the sea).

**7.18 Loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with:**

- (a) any act of Terrorism; or
- (b) any action taken in controlling, preventing, suppressing, retaliating against or in any way responding to or relating to an act of Terrorism regardless of any other contributing cause or event.

*"Terrorism" means an act, including but not limited to, the use of or threat of, force or violence 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) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to coerce, influence or intimidate any government and/or the public or any section of the public.*

**7.19 Loss or damage caused by, or in any way connected with any Accidental breakage of:**

- (a) fixed glass forming part of the Building and any porcelain or marble or granite or fibreglass whilst in a fixed shower base, basin, sink, bath, lavatory pan or cistern,
- (b) fixed mirrors and glass when forming part of an item of furniture including fixed and unfixed glass table tops

If the break does not extend the entire thickness of the damaged item.

**7.20 The cost of repair or replacement of fixed guttering, fixed tanks, fixed pipes, waterbeds or other fixed apparatus used to hold or carry liquid of any kind.**

**7.21 Loss or damage caused by, or in any way connected with a faulty or porous shower recess or cubicle.**

**7.22 Loss or damage to electronic data unless the loss or damage was caused by an event for which You are covered under Your Policy.**

Electronic data means software, programs, facts, concepts and information converted to a form useable for communications, display, distribution, interpretation, or processing by electronic or electromechanical data processing or electronically controlled equipment.

## Section 3 / Landlord's Residential Protection

### Section 8. General Conditions

*These conditions apply to this Section of Your Policy.*

#### 8.1 General Duties

- (a) You must comply with the conditions of Your Policy.
- (b) You must tell Us as soon as possible about any circumstances which changes the information You have provided to Us and which may affect the risks insured under Your Policy or the occurrence of any events which are excluded under the General Exclusions Section of the Policy.
- (c) You must not give anyone else an interest in Your Policy without Our written consent.
- (d) You must pay Us the Premium for this insurance.
- (e) You must obey all laws and safety regulations.
- (f) You must take reasonable precautions to prevent any injury, loss or damage which could result in a claim under Your Policy.

#### 8.2 Building not lived in for more than 60 days

Unless Our written consent has been obtained, Your Building Cover and Contents Cover following any loss or damage at the Situation will be limited to lightning, thunderbolt and earthquake only if You leave the Situation unoccupied for a period of 60 days or more.

Further, Your damage caused by Tenants Cover and Tenants Rent Default Cover will not apply when the Tenant ceases to occupy the situation.

If We consent then an additional Premium and/or other terms may be required commencing from the date You leave the situation unoccupied.

### Section 9. Claims

#### 9.1 Automatic reinstatement after partial loss

When We pay a claim under Your Policy for partial loss or damage to the Building or Contents the Sum Insured will be automatically reinstated to the original Sum Insured shown on the Schedule.

We will not reinstate the Sum Insured where partial loss or damage occurs to the Damage caused by Tenants Cover or Tenant Rent Default Cover.

When We pay a claim under Your Policy for partial loss or damage to Specified Contents, the Sum Insured for these items will not be automatically reinstated and the Sum Insured will be reduced by the amount paid by Us.

#### 9.2 Total loss

If We pay Your claim for a Total Loss then the Building and/or Contents cover will end.

#### 9.3 Excess

*Unless otherwise specified in the Schedule, You will have to contribute the Excess shown hereunder:*

**\$300** Accidental and Malicious Damage claims

**\$100** all other claims.

# Personal Package Insurance Part B

## Policy Terms and Conditions

# 4

### Section 4 / Motor Vehicle, Caravan and Trailer

***This Section covers Your motor vehicles, caravans and trailers that You choose to insure. If You choose to insure them, they will be listed in the Policy Schedule.***

**We offer You four 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.

**Cover 4 Fire and theft only**

loss or damage to Your vehicle caused by fire or theft.

If You have chosen to cover Your motor vehicle, cycle, caravan or trailers the type of cover You have chosen will be shown on Your Policy Schedule.

**What We insure**

*Under this section, We insure:*

- (a) any motor vehicle, cycle, caravan or trailer
- (b) which is owned by You and is listed in the Policy Schedule
- (c) for the type of cover You have chosen
- (d) anywhere in Australia
- (e) a cellular telephone kit (excluding telephone or two-way radio).
- (f) during the Period of Insurance

The motor vehicles, cycles, caravans and trailers that You have chosen to insure are shown in the Policy Schedule.

**Definitions which apply to this section**

**Caravan**

*Any caravan that You have chosen to insure which is:*

- (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.

**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.

**Dangerous goods**

Goods as defined by the Australian Code for the Transport of Dangerous Goods by Road and Rail.

**Insured vehicles**

All the Motor Vehicles, Caravans, Cycles and Trailers that You have chosen to insure. They will be listed in the Policy Schedule.

**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, and*

- (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 and non standard accessories for Your vehicle while in or on Your vehicle up to \$1,000 in total
- (d) fitted baby seat or capsule
- (e) any other accessories which You have told Us about and We have agreed to insure

**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.

## Section 4 / Motor Vehicle, Caravan and Trailer

### Total loss

*An insured vehicle:*

- (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.

*Trailer does not mean any kind of Caravan.*

### Cover options

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

#### Cover 1 – Comprehensive

*This insures You for:*

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

#### Cover 2 – Third party property damage only

This insures Your legal liability for damage You cause to other people's property.

#### Cover 3 – Third party, fire and theft

*This insures You for:*

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

#### Cover 4 – Fire and Theft only

This insures You for fire or theft of the insured vehicle only.

*It does not insure You for third party property damage or Personal Injury*

### How much We will pay

#### Cover 1 – Comprehensive

*If You have chosen comprehensive cover, We will pay the amounts that are shown below:*

##### (a) 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).

##### (b) accidental damage including theft

For accidental damage to or theft of Your insured vehicle:

- (i) if it is economical to repair the damage, We will pay the cost of repair
- (ii) 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 or agreed value for the insured vehicle.

We will determine how much We will pay after We have assessed the damage.

##### (i) if Your damaged vehicle is a total loss:

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

##### *We will at Our option:*

- replace Your vehicle with an equivalent vehicle or pay You its market value or agreed value, depending on the cover shown in the Policy Schedule, at the time of the total loss, and
- replace all insured accessories or pay You the cost to replace them as new less depreciation.
- if any sedan or station wagon is classified as a total loss and its market value is less than the amount owed by You under a lease or other financial arrangement in relation to the vehicle, We will pay an additional amount (not exceeding 15% of the market value of the vehicle) equivalent to the difference between the market value and the amount owed less any arrears and/or discount on interest and charges on the unexpired term of the lease or other financial arrangement .

##### (ii) if Your damaged vehicle is NOT a total loss:

- 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 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.

##### (c) new motor vehicle replacement

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

- the period from the date of original registration as a new motor vehicle to the date of the loss did not exceed 12 months
- We obtain the written agreement of any other party with a financial interest in the motor vehicle.

If a new replacement vehicle is not available, We will replace Your vehicle with the nearest equivalent vehicle available, so long as it is available in Australia. If We cannot agree on a replacement vehicle, We will pay You the amount it would cost to buy a new vehicle the same as, or a near equivalent of, the vehicle which needs replacing.

If the Excess is applicable it is payable to Us before We replace Your vehicle.

We also pay the registration, stamp duty and dealer charges on the new vehicle but any refund of registration fees or stamp duty applicable must be refunded to Us.

##### (d) automatic cover - Trailer

In addition to the sum insured, We will pay the lesser of its market value or \$1,000 for damage to or theft of 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.

## Section 4 / Motor Vehicle, Caravan and Trailer

### (e) *protection and removal costs*

In addition to the sum insured, after an accident or theft involving Your insured vehicle, We will pay the reasonable and necessary cost of:

- protecting the insured vehicle
- emergency repairs that are necessary to allow You to continue Your journey (up to a maximum of \$500)
- removing the insured vehicle to the nearest repairer or place of safety
- re-delivery of the insured vehicle to You from those premises following repair
- cleaning up and removal of debris arising from the Site of an accident not otherwise insured (up to a maximum of \$10,000).

### (f) *travelling, accommodation and expenses*

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 home Site.

We will pay if You had intended to pay for overnight accommodation in any event.

### (g) *signwriting*

In addition to the sum insured, if Your insured vehicle carries signwriting which is lost or damaged in an accident, We will pay the reasonable cost of replacing the signwriting up to a maximum of \$2,000.

If Your insured vehicle is a total loss, then We will pay for the replacement of the signwriting on any replacement motor vehicle You purchase.

### (h) *Caravan annexe*

If You have chosen to insure Your caravan annexe, then We will pay for loss or damage to the annexe caused by:

- fire
- theft
- overturning, accidental collision or impact of Your caravan or the vehicle to which it is attached, or
- storm, unless the annexe is made of canvas and is more than 5 years of age.

### (i) *theft of personal belongings following an accident:*

#### (i) *personal belongings in a vehicle other than a caravan*

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.

#### **There is NO cover:**

- 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
- tools of trade, stock or samples, or
- for mobile phones or two way radios for which there is a fitting installed in the vehicle.

In this clause, personal property means private household or personal possessions belonging to You or any member of Your Family who normally live with You.

The maximum amount We will pay is \$300 for any one event.

#### (ii) *personal belongings in a caravan*

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 up to the sum insured shown in the Policy Schedule caused by:

- fire
- theft following forcible entry
- overturning, accidental collision or impact of Your caravan, the vehicle to which it is attached, or
- storm.

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.

**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.**

### (j) *automatic replacement cover*

If You dispose of Your Insured Vehicle and replace it with a similar vehicle, or purchase, lease, mortgage or hire purchase an additional similar vehicle then provided the replacement vehicle is worth less than \$100,000, We will automatically insure it under the same cover from the date You acquire it. Cover ceases on the disposed of vehicle.

You must pay Us any premium We require. We may alter the Excess.

### (k) *hire car costs following theft*

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:

- We will not pay for hiring charges incurred after Your vehicle is found
- We will not pay for fuel or other running costs
- cover is limited to a total period of 30 days
- cover stops once We pay the claim.

The maximum amount We will pay is \$2,000 for any one event.

### (l) *disability modifications*

If, as a direct result of an accident to the insured vehicle Your driver suffers a permanent disability necessitating modifications to one of Your insured vehicles, We will pay the reasonable cost of those modifications.

**We will not pay any more than \$3,000 less any amount You are entitled to recover from any compensation fund or authority.**

### (m) *funeral expenses*

If, as a direct result of an accident to the insured vehicle, Your driver suffers a fatal injury (whether death occurs at the time of the accident or not) We will pay up to \$3,000 for the reasonable costs of burial or cremation, including associated travel costs of the deceased person or their immediate Family.

## Section 4 / Motor Vehicle, Caravan and Trailer

### Cover 2 – Third party property damage

(a) *If You have chosen third party property damage cover, We will pay the amounts that are shown below:*

(i) *accidental property damage For each accident We will pay:*

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:

- the use of Your insured vehicle or goods falling from the insured vehicle
- the operation of loading and unloading Your insured vehicle but not the collection or delivery of the load to or from Your insured vehicle
- the transportation of dangerous goods. The maximum amount We will pay under this clause is \$1,000,000
- 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.

(ii) *substitute vehicle, cycle, caravan or trailer* 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:

- You are only using one substitute motor vehicle, cycle, caravan or trailer at the time
- the substitute vehicle is not already covered under another insurance policy
- the substitute is of a similar type to the disabled insured vehicle, and
- the substitute vehicle is not owned by You
- **We will NOT pay for damage to the substitute vehicle.**

(iii) *Compulsory Third Party Insurance gap*

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.

**We will NOT cover legal liability for death or bodily injury to:**

- You or any person driving or in charge of Your insured vehicle
- an employee of Yours or who is deemed by any law to be Your employee arising out of their employment with You.

**We will NOT pay if:**

(a) *Your insured vehicle is not registered*

(b) *You or any person using Your insured vehicle:*

- are 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:
- register Your insured vehicle
- apply for cover under the scheme
- comply with a term or condition of the scheme.
- use Your vehicle in connection with or a loss is caused by or arises from asbestos or asbestos products or asbestos contained in any product.

(iv) *uninsured Trailer*

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:

- the towage was not for reward
- only one trailer is being towed at the time of the accident.

**We will NOT pay for any damage to the uninsured trailer or anything on or in it.**

(v) *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.

(vi) *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 primarily 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.**

(b) *Limit of liability*

We will not pay for more than \$20,000,000 for all claims of this type under this section during the Period of Insurance.

This amount includes Your legal costs and expenses in defending or settling claims if You have our agreement in writing.

### Cover 3 – Third party fire and theft

If You have chosen third party fire and theft cover, We will pay the amounts that are shown below:

(a) *third party property damage*

We will provide the same cover as is set out for cover 2 – third party property damage.

(b) *Your motor vehicle*

We will pay for loss or damage to Your insured vehicle caused by or arising from fire, theft or attempted theft as follows:

- if it is economical to repair the damage, We will pay the cost of repair
- 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.

We will determine how much We will pay after We have assessed the damage.



## Section 4 / Motor Vehicle, Caravan and Trailer

### (c) Hire Car Costs following Theft

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:

- **We will NOT pay for hiring charges incurred after Your vehicle is found**
- **We will not pay for fuel or other running costs**
- **cover is limited to a total period of 30 days**
- **cover stops once We pay the claim**

*The maximum amount We will pay is \$2,000 for any one event*

### Cover 4 – Fire and theft only

If You have chosen own vehicle cover, We will pay the amounts that are shown below:

#### (a) loss or damage by fire or theft:

- if it is economical to repair the damage, We will pay the cost of repair
- 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.

We will determine how much We will pay after We have assessed the damage.

#### (b) protection and removal costs

after a fire or theft involving Your insured vehicle, We will pay the reasonable and necessary cost of:

- protecting the insured vehicle
- emergency repairs that are necessary to allow You to continue Your journey (up to a maximum of \$500)
- removing the insured vehicle to the nearest repairer or place of safety
- re-delivery of the insured vehicle to You from those premises following repair
- cleaning up and removal of debris arising from the Site of an accident (up to a maximum of \$1,000)
- cleaning up and removal of debris arising from goods falling from an insured vehicle not otherwise insured (up to a maximum of \$5,000).

#### (c) Theft of Insured Vehicle If Your Insured Vehicle is stolen, We will, at Our option:

- supply a temporary replacement vehicle for up to thirty days, or
- pay the reasonable cost of hiring a replacement vehicle of a similar type (subject to local availability) until You obtain a replacement vehicle or Your Insured Vehicle is returned to You after repair for up to thirty days hire or a maximum amount of \$2,000.

### 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 the Policy Schedule for each of the items which are insured by this section, other than for dangerous goods insured under Cover 2 and 3.

We will pay up to \$1,000,000 for loss, damage or liability arising out of the carriage or loading and unloading of dangerous goods but **We will NOT pay where the requirements of the dangerous goods code have not been complied with.**

### Excess

You must pay any excess shown in the Policy Schedule for this section for each claim made under this section. You may have to contribute more than one excess in respect of the one claim. The excesses are shown in the Policy Schedule and are explained below.

#### Standard excess

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

The standard excess will not apply to the first claim in any Period of Insurance for breakage of the windscreen or other window glass in Your Insured Vehicle if no other damage has occurred.

#### 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:*

- (a) under the age of 21 years, or
- (b) 21 years of age or over but under the age of 25, or
- (c) 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 caravans and trailers.**

#### When no Excess applies

*You will not have to pay any excess if:*

- (a) You can satisfy Us that the claim involves a collision with another vehicle and the collision which gave rise to the claim was at least 60% the fault of the driver of another vehicle, and
- (b) You tell Us the registration number of the other vehicle and the full name and address of the other driver, and
- (c) the amount of Your claim exceeds the applicable excesses under this Section.

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

The standard excess will not apply to the first claim in any Period of Insurance for breakage of the windscreen or other window glass in Your Insured Vehicle if no other damage has occurred.

#### 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**

## Section 4 / Motor Vehicle, Caravan and Trailer

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 structural failure, mechanical, electrical, electronic or hydraulic breakdown failure or breakage, 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:*
  - 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 \$1,000,000 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 the 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 the 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 when impaired by any drug or intoxicating liquor, or
  - when the percentage of alcohol and/or drugs 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 and/or drugs 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. *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
28. *liability directly or indirectly caused* by or arising out of the discharge, dispersal, release, escape or seepage of Pollutants into or upon any property, land, the atmosphere, watercourse or body of water.

We shall also not be liable to pay any costs and expenses incurred in the prevention, removal or clean-up of such Pollutants. This exclusion shall not apply if such discharge, dispersal, release or escape is caused by a sudden, identifiable, unexpected and unintended happening and takes place in its entirety at a specific time and place and provided the limit of Our liability in such circumstances, whether or not there is more than one occurrence during the Period of Insurance, is limited in the aggregate to the limit of liability.

## Section 4 / Motor Vehicle, Caravan and Trailer

### Conditions which apply to this section

There are also general conditions which apply to all sections of this 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:*

- (a) We will not refund any premium to You for that insured vehicle, and
- (b) 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,
- 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.

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.

### No Claim Discount benefit – *Applies to Comprehensive cover only*

If Your vehicle is insured for Comprehensive cover and You do not have a claim, We apply a discount off Your next year's renewal premium. This reward is called the 'No Claim Discount'.

The more 'claim free' years that You have, the greater the percentage of discount, until You reach the maximum level of discount after 5 years. Even if You have a claim where Your No Claim Discount would be affected, You may not lose all of Your No Claim Discount. If You have a claim and You have not accumulated any No Claim Discount We will increase Your invited renewal premium.

We also accept the number of claim free years that You may have accumulated with another insurer in calculating Your No Claim Discount.

### Accidents / losses *affecting Your No Claim Discount*

When calculating Your renewal premium We take into account accidents/losses that occur during the Period of Insurance may affect Your No Claim Discount.

### Faultless No Claim Discount benefit – *Applies to Comprehensive cover only*

If You have been involved in a collision (and not any other type of accident) with another vehicle We will not penalise Your No Claim Discount entitlement when You renew Your Policy if:

- You can satisfy Us that the collision was at least 60% the fault of the driver of another vehicle, and
- You tell Us the registration number of the other vehicle and the full name and address of the other driver.

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

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

If You live in a State or Territory where liability is apportioned in the courts, or determined by the Barometer of Responsibility, You will qualify as 'faultless' if You are 40% or less to blame for any accident.

Where the driver of the other vehicle disputes who was at fault, the No Claim Discount will be affected but reinstated to the level it was before the claim, if it can be established to Our satisfaction that the other driver was at least 60% at fault.

### Special Clauses

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

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

#### • 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.

#### • 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:

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

# Personal Package Insurance Part B

## Policy Terms and Conditions

# 5

### Section 5 / Boat

*If You have chosen  
this cover it will be shown  
on Your Policy Schedule.  
**Definitions which  
apply to this Section:***

#### Accident

An incident that is unforeseen and unintended and that causes loss or damage. This includes a series of accidents arising out of the one event.

#### Boat

The Boat described in the Policy Schedule.

*Your Boat is comprised of:*

- 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 does not include 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:*

- 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
- fire extinguishers
- seat cushions
- lights
- batteries
- horns
- cooking stoves
- chairs
- equipment for towing water skiers as shown in the Policy Schedule.

**Note:** *This definition excludes equipment for fishing, diving or any other water sport. Please also refer to the section 'What is not covered'.*

#### Excess

The first amount of any claim which must be paid by You. If an excess is applicable to any sections of Your Policy the amount will be shown in the Policy Schedule.

- This amount will be deducted from the amount payable on each claim.
- There is no excess for claims arising out of death or bodily injury under the personal accident or legal liability sections of this Policy Section 11.

#### Hull

The shell of the Boat, deck, fixtures and fittings on deck or below deck that are not normally removable and would be normally sold with the boat.

**Note:** *Refer to the section '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.

**Note:** *Refer to the sections 'What You are not covered for - Liability' and 'When You are not covered'.*

## Section 5 / Boat

### Motor(s) includes:

- inboard motors
- outboard motors
- stern drive units
- jet units
- gear boxes
- propellers
- shafts
- skegs
- portable fuel tanks and lines
- wiring harness
- instruments (e.g. tachometer)
- control cables
- generators.

### Omission

A failure to act and includes a failure to do or say something

### Personal effects

As listed below:

- 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 .

**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 refer to the section 'What is not covered'.

### Sails, masts, spars, standing and running rigging

Sails, masts, spars, booms and fittings, spinnaker poles, standing and running rigging.

**Note:** Refer to the section 'What You are not covered for'.

### Salvage

- (a) What is left of the Boat after it has suffered loss or damage, or
- (b) The action of saving the boat in a time of peril.

### Tender

An auxiliary Boat (or dinghy) (capable of being and usually carried on deck or on davits on Your Boat or which is towed behind Your Boat) that is used as a lifeboat or means of transportation between Your Boat and the shore, or for both purposes. A tender must be marked with the registration number of Your Boat and not registered in its own right.

### Theft

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.

### Total sum insured

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.

### Water skiing or aquaplaning

Travelling on the surface of water, either barefoot, or on water skis or similar devices designed for that purpose while being towed by Your Boat.

**Note:** Refer to the sections 'What You are not covered for – Liability' and 'When this water skiers or aquaplaning extension does not cover You'.

### Yacht racing risks

Taking part in a sporting event organised by a club or association. Cover applies only when We have agreed to grant the optional yacht racing risk extension or yacht club social racing risk extension and You have paid the premium. This will be shown in Your Policy Schedule.

**Note:** Refer to the sections 'What You are not covered for – loss of or damage to Your Boat' and 'When You are not covered'.

### Cover for Your Boat

#### What is covered

We will cover Your Boat 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 including 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.

#### What can be covered additionally (on application)

If We agree We will show them in Your Policy Schedule:

- 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).

**Note.** These items are not automatically covered unless agreed in writing by Us.

Please remember that You will have to pay any excess shown on Your Policy Schedule.

#### What You are covered for – loss of or damage to Your boat

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.

## Section 5 / Boat

### We will cover You for:

(a) *accidental damage*

- if Your Boat is damaged accidentally
- if Your Boat sinks accidentally, provided it was in seaworthy condition at the time of sinking.

(b) *theft*

- 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:
- the Boat, or
- the place of storage of the Boat, trailer, outboard motor(s) or the equipment and accessories.

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

(c) *malicious damage* if Your Boat is damaged maliciously

(d) *transit damage* if Your Boat is accidentally damaged during transit on its own trailer by road, rail or ship, provided Your Boat is designed to be normally trailed by a boat trailer and You are complying with all statutory requirements. If Your boat 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

(e) *clean up costs*, 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. We pay these costs in addition to the sum insured of Your Boat

(f) *pollution hazard*. 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

(g) *recovery or removal of wreck costs*. If Your boat is damaged or sinks accidentally, and We agree to recover it or the law requires that it must be removed, We will pay the reasonable costs of the removal recovery of the wreck. These costs are recoverable in addition to the sum insured of Your Boat and are subject to a limit of \$1,000,000

(h) *other expenses*. If Your boat gets into difficulties or is damaged accidentally, We will pay the reasonable cost of taking action to:

- 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).

However, You must advise Us as soon as possible after the action has been taken.

These costs are recoverable in addition to the sum insured of Your Boat. The additional amount We will pay is limited to the sum insured of Your Boat shown in Your Policy Schedule.

Please remember that You will have to pay any excess shown on Your Policy Schedule.

### What You are not covered for – loss of or damage to Your Boat

#### We will not cover You for:

- 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
- theft of Your Boat or any part of it by persons to whom You have loaned Your Boat
- loss or damage intentionally caused by You or a person acting with Your express or implied consent, unless required by law
- 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
- accidental loss or damage to fishing gear, diving equipment, tools and/or water ski equipment while in use
- 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
- damage to sails, masts, spars, standing and running rigging while Your Boat is racing - unless You pay an additional premium and We agree to provide the optional yacht racing risk extension or yacht club social racing risk extension
- any claim arising directly or indirectly from pollution or contamination by any substance
- any fine or penalty.

### How much We pay – loss of or damage to Your Boat

#### This is an agreed value policy.

Where specified and shown in the 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.

## Section 5 / Boat

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 the 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, or

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

- 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 of or damage is \$200 for any one item up to a maximum of \$2,000 in total any one claim for the reasonable cost of repairing or replacing the lost or damaged item.

### Additional Benefits

We give You the following additional 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.

*In this additional benefit:*

#### 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, and for an additional premium.

#### Optional yacht racing risk extension

*What You are additionally covered for:*

*If We have agreed to cover You for yacht racing risks and shown it in Your Policy Schedule, We will provide additional cover to You for loss of or damage to Your Boat including its:*

- 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:
    - the Australian mainland, or
    - an Australian offshore Island within 200 nautical miles of the Australian mainland including Tasmania.

#### When You are NOT covered

*We will not cover You for any racing outside of the areas set out above, unless You have Our agreement in writing.*

#### How much We pay under this optional cover

*If an item is lost or damaged while Your Boat is racing, 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 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 value) and take ownership of any salvage.
- When We decide either to replace an item, or to pay the cost of replacing an item which has no agreed value, then depreciation will apply and the amount payable is determined by:
  - 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.

If You make a claim under this optional cover You will have to pay the yacht racing risk excess shown on Your Policy Schedule for any loss or damage to Your Boat or any legal liability for damage to other people's property.

## Section 5 / Boat

*The sections of the Policy called*

- 'What You are not covered for - loss of or damage to Your boat'
- 'What You are not covered for - legal liability'
- 'When You are not covered' also apply to this extension.

### **Optional yacht club social racing risk extension**

If We have agreed to cover You for yacht club social racing risks and shown it in Your Policy Schedule, We will provide additional cover to You for loss or damage to Your Boat including its:

- 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.

This cover excludes spinnakers and/or extras.

### **How much We pay**

*If an item is lost or damaged while Your Boat is racing in yacht club social races, 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 sum insured) and take ownership of any salvage.

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

- 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.

If You make a claim under this optional cover You will have to pay the yacht racing risk excess shown on Your Policy Schedule for any loss or damage to Your Boat or any legal liability for damage to other people's property.

*The sections of the Policy:*

- 'What You are not covered for - loss of or damage to Your boat'
- 'What You are not covered for - legal liability'
- 'When You are not covered' also apply to this extension.

### **Legal Liability cover**

#### **What You are covered for – legal liability – operating Your own Boat**

*We cover You and any person allowed by You to control Your boat against legal liability for:*

- accidental death or bodily injury to a person other than You
- accidental death or bodily injury to You when another person allowed by You is in control of Your Boat
- accidental damage to other people's property caused by the use of Your Boat

#### **What You are covered for – legal liability – operating a substitute Boat**

*We will cover You against legal liability for:*

- 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:
- You have permission from its owner
- Your Boat is not being used at the time
- You or any member of Your Family do not own or have an interest in the substitute Boat.

If You are entitled to cover under any other policy We will only be liable under this section for the amount Your liability exceeds the limits of cover under any other policy.

#### **What You are NOT covered for – legal liability – operating Your own or a substitute Boat**

*We will NOT pay the costs of Your liability for:*

- 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
- 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.

#### **How much We pay – 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.

#### **Limit on what 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.*



## Section 5 / Boat

### Liability option You can choose for additional premium

*The following liability option may be obtained on application, and for an additional premium:*

### Optional water skiers or aquaplaning extension

*What You are additionally covered for:*

If We have agreed to cover You and shown it in Your Policy Schedule and You have paid any additional premium We ask for, 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:

- 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.

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:

- 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.

### When this water skiers or aquaplaning extension does not cover You:

*We will not pay the costs of liability arising out of:*

- 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).*

### The sections of the Policy called

- 'What You are not covered for - legal liability'
- 'When You are not covered'
- 'How much We pay - legal liability'
- 'Limit on what We will pay - legal liability' also apply to this extension

### Excess

'Excess' means the first amount You must contribute to any claim You make under this section of the Policy. For most claims You make on this Policy, You will have to pay the excess which is shown on 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 You will NOT have to pay an excess

*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

*General exclusions applying to this section of the 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.

*In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:*

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 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
- any chemical, biological, bio-chemical, or electromagnetic weapon.

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

## Section 5 / Boat

### Additional exclusions applying to this section of the Policy

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. **Your Boat is in the control of You or any person with Your express or implied consent while under the influence of alcohol or of any drug** or had a percentage of alcohol or drugs in Your/their breath or blood in excess of the percentage permitted by law in the place where the loss, damage or liability occurred

**But 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 any drug or had a percentage of alcohol or drugs in excess of legal limits.

4. **Your Boat is under the control of a person not licensed under the applicable law.**

**But 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 specify the cover in Your Policy Schedule
8. **Your Boat is being towed on a trailer** and the driver with Your express or implied consent was not licensed to drive a vehicle in accordance with 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

#### Purchase of a 'new' Boat

**If You replace the Boat or any item shown in the 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 giving 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 otherwise give away Your Boat or part-ownership in a Boat and do not tell Us:**

- the cover under this Policy ceases immediately without any notice to You from the time of sale or You otherwise give away Your Boat

**When You tell Us that You no longer own the Boat, We will:**

- refund to You what is left of the premium You paid by deducting an amount which covers the period for which You have been insured with Us.

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

# Personal Package Insurance Part B

## Policy Terms and Conditions



### Section 6 / All Policy Sections

**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 does not insure death, injury, illness, loss, damage, cost or expenses of any nature directly or indirectly caused by, resulting from, or in connection with, any of the following regardless of any other contributing cause or event:*

- 1. war, invasion, acts of foreign enemies, hostilities or warlike operations** (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to any uprising, military or usurped power; or
- 2. any act of Terrorism**

For the purpose of this Exclusion, Terrorism means an act including but not limited to the use or threat of force or violence 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) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

This Policy also excludes death, injury, illness, loss, damage, cost or expenses of any nature directly or indirectly caused by, resulting from, or in connection with, any action taken in controlling, preventing, suppressing or in any way relating to, the above Exclusions.

- 3. Liability directly or indirectly caused by or contributed to by or arising from:**

- (a)** ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission; or
- (b)** nuclear weapons material.

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 insure loss or damage caused by:*

##### **1. Electronic Data**

- (a)** the corruption or destruction of data, coding program or software, or
- (b)** the unavailability of data and/or malfunction of hardware, software and/or embedded chips, or
- (c)** any business interruption losses resulting therefrom.

Provided that this Exclusion shall not apply where such loss or damage occurs as a direct result of physical damage which is otherwise insured by this Policy.

##### **2. Costs** – any cost unless it is specifically listed in the Policy

##### **3. Undamaged property**

replacement of undamaged property

##### **4. Deliberate acts**

any claim which arises from any deliberate act committed by You or Your Family by any person acting for You or with Your express or implied consent

##### **5. Communicable diseases**

claims which arise out of venereal disease, herpes, acquired immune deficiency syndrome (AIDS) or other communicable disease

##### **6. Damages**

punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages

##### **7. Fines/penalties**

fines, or penalties, or liquidated damages.

## Section 6 / All Policy Sections

### 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 the 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.

### Subrogation

Subject to the Insurance Contracts Act 1984 (the 'Act'), We will be subrogated to all of Your rights of recovery against all persons and organisations. You must execute and deliver instruments and papers and do everything that is necessary to assist Us in the exercise of those rights.

### 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.

### 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, email, facsimile in writing or in person
- preserve any damaged property and make it available for inspection by a representative or agent of Ours (*including a loss adjuster*).

*In an emergency outside normal business hours You may ring Our emergency service on (08) 8291 2300 for assistance.*

## Section 6 / All Policy Sections

*If You sustain an injury or illness, You must:*

- (a) promptly inform Us by telephone, email, facsimile in writing or in person
- (b) 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 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.

### Jurisdiction

This insurance is subject to the laws of the State or Territory in Australia where Your Policy was issued.

**Product Disclosure Statement (PDS)**  
for Personal Package Insurance Policy

**Millennium** Underwriting Agencies Pty Ltd  
ABN 38 079 194 095

277 Magill Road, Trinity Gardens, SA 5068  
PO Box 309, Kent Town SA 5071  
Telephone 08 8291 2300  
Facsimile 08 8333 0034

Australian Financial Services  
Licence Number 246721

**[www.millennium.com.au](http://www.millennium.com.au)**

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