

**360 Farm  
Bed & Breakfast  
Policy Product  
Disclosure Statement  
& Policy Wording**

Date of preparation: 1 October 2020

Effective date: 1 November 2020

360FRBBPDSV220



# 360 Farm Bed & Breakfast Insurance



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# Important Information



## About 360 Farm & Regional Pty Ltd

360 Farm & Regional Pty Ltd **ABN 98 088 296 324** **AFSL 229 939** (360 Farm), is an underwriting agency committed to deliver solutions **you** want and service **you** expect by people **you** know to the Farm & Regional Insurance Market. 360 Farm has an authority from the Insurer to arrange, enter into/bind, and administer this insurance for the Insurer.

**Our contact details are:**  
**360 Farm & Regional Pty Ltd**  
201 Kent Street,  
Sydney, NSW 2000  
Telephone. 1800 411 580

## About the Insurer

This insurance is underwritten jointly by certain Underwriters at Lloyd's and QBE Insurance (Australia) Limited (QBE) (Collectively the Insurer).

Lloyd's has been insuring Australian risks for over 150 years and is licensed to write non-life insurance business under the Australian Insurance Act 1973 (Cth). You or your representatives can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from us. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

Lloyd's Underwriters have strong financial security characteristics. However, please note that ratings can vary from time to time. **You** can check the Insurer's current ratings at the following website <https://www.lloyds.com/investor-relations/ratings>

**Lloyd's contact details are:**  
Lloyd's Australia Limited  
Level 9, 1 O'Connell Street,  
Sydney, NSW 2000  
Telephone. 02 8298 0700

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

You should contact 360 Farm in the first instance in relation to this insurance.

## About this Document

This document contains important information to help **you** understand the features, benefits and risks of this insurance. Before **you** decide whether to purchase it, **you** need to read this document carefully.

This document is also a Product Disclosure Statement (PDS) as required by the Corporations Act in certain circumstances - see *About Our Product Disclosure Statement (PDS)* in this section for details.

Included in this document are:

- + this *Important Information* section;
- + the *Agreement to Cover You* section - it explains **our** agreement with **you**;
- + the *Policy Definitions* section - it sets out what **we** mean by certain defined terms in this insurance;
- + the *Cover Sections* - they set out the cover **we** can provide;
- + the *Making a Claim* section - it contains details of **your** and **our** rights and obligations if **you** need to claim;
- + the *General Conditions* section - it contains details of **your** and **our** rights and obligations under this insurance, including if **you** are underinsured. If **you** do not meet **your** obligations, **we** may be able to cancel the policy or reduce **our** liability in respect of a claim to the extent permitted by law;
- + the *What's Not Covered* section - it sets out what **we** do not cover under any of the *Cover Sections*; and
- + any other documents **we** provide to **you** about the cover.

## Applying for Cover

When applying, **you** will need to complete an application form. Based on the information **you** provide, **we** may offer cover and terms specific to **you**. **You** need to make sure **you** read and understand **your** duty of disclosure before **you** apply (see *What You Must Tell Us* set out in this section). Once **we** have agreed on the terms of the policy, **we** will issue **you** with a policy **schedule** including important information about **your** insurances.

This document and the **schedule** **we** issue to **you** should be carefully read together. It is important that they are kept in a safe place, together with evidence as to the value of the insured property. **Our** agreement with **you** is referred to as "**your** policy" or "this policy" in this document.

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.

## Duty of Disclosure

### What you must tell us

This policy is subject to the *Insurance Contracts Act 1984 (Cth)*. Under that Act, before **you** enter into an insurance contract, **you** have a duty of disclosure. **You** have this duty until **we** agree to insure **you**.

This means:

1. When **you** ask for cover **you** have a duty to tell **us** anything that **you** know, or could reasonably be expected to know, may affect:
  - a. **our** decision to offer **you** cover; and
  - b. the terms and cost of such cover.
2. If **you** asked for the cover to be renewed, extended, altered or reinstated **you** have the same duty as in (1) and **you** must tell **us**:
  - a. if there have been any changes in what is covered; and
  - b. of all things that may increase the chances of a claim.

### Who needs to tell us

Every person who will be insured under this policy has the same duty of disclosure and must answer **our** questions. Accordingly, it is important that everyone who is to be covered by this policy agrees with the answers as **we** will treat a statement, act, omission or claim by any one of these persons as a statement, act, omission or claim by all those persons. Please ask **us** if **you** are unsure who will be covered by this policy.

### If things change

After **we** have agreed to cover **you** and while **you** are covered **you** must tell **us** of all changes that may increase the chances of a claim. In particular **you** must tell **us**, if:

1. There is a change in the:
  - use of **your home buildings** covered by this policy;
  - use of a **building** that contains **your** property covered by this policy;
  - state of **your** property covered by this policy.
2. **You** keep **your** property at a new place;
3. **You** alter, extend or renovate **your home buildings**. There is no need to tell **us** about general upkeep such as painting;
4. **You** let someone else regularly drive **your vehicle** or tow **your caravan** or **trailer**;

5. **You** modify **your vehicle, caravan** or **trailer**;
6. **You** or a person who regularly drives **your vehicle** or tows **your caravan** or **trailer** is convicted of a driving offence or causes an accident.

If things change **we** may agree to vary the policy. Unless **we** agree to such changes, **we**:

- + can cancel the policy; or
- + may refuse to pay a claim.

### If you don't tell us something

If **you** don't tell **us** something **you** know which may affect **our** decision to offer **you** cover or the terms of that cover, **we** may be allowed to:

1. Reduce the amount that **we** have to pay for a claim. This may mean that **we** do not have to pay **you** anything.
2. Cancel this policy. **We** may even be allowed to avoid this policy (treat this policy as if it never existed) from when it began if **you**:
  - lie to **us**;
  - deliberately or recklessly keep information from **us**; or
  - recklessly give **us** false information.

### What you do not need to tell us

**You** don't have to tell **us** of anything:

- + that reduces the chances of a claim. But, if **you** do, it may let **us** offer **you** better terms or a lower price;
- + that is common knowledge;
- + that **we** should know as a normal part of **our business**;
- + if **we** waive **your** duty of disclosure.

## Premium

In order to calculate **your** premium, **we** take various factors into consideration, including:

- + the covers requested;
- + the nature, security features, type and **location** of **your** insured property;
- + the nature and type of **your** insured activities;
- + the Sums Insured;
- + any no claim bonus entitlement;
- + **your** previous insurance and claims history.

**Your** premium also includes amounts payable in respect of compulsory government charges including: Stamp Duty, GST and any Fire Services Levy (where applicable).

360 Farm will also charge **you** a policy fee to cover underwriting and administrative costs associated with **your** policy. The actual fee is shown on the **tax invoice**.

When **you** apply for this insurance, **you** will be advised of the total amount payable. If **you** choose to effect cover, the amounts due will be clearly **set** out in **your tax invoice**.

## Significant Matters to be Aware of

**We** only cover the interest of **you** and any other person **you** specify, in any property covered under this insurance.

**We** provide cover up to the amounts and limits **we** agree with **you** when **you** apply. Refer to each section for details of the basis on which **we** will settle any claim.

**You** may also have to pay an **excess** when **you** make a claim. **We** agree on the amount of the **excess** with **you** when **you** apply and it will be shown on **your schedule**. **Excesses** vary according to the degree of risk, such as where the insured property is located, the nature of the insured property and **your** insurance history.

**You** need to make sure that **you** are happy with the amounts, limits and **excess(es)**. If **you** do not adequately insure **yourself** for **your** potential loss, **you** may have to bear the uninsured proportion of any loss **yourself**.

**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 this insurance;
- + if **you** do not comply with **your** duty of disclosure or make a misrepresentation; or
- + if **you** make a fraudulent claim.

**We** may cancel **your** insurance in certain circumstances e.g. if **you** fail to comply with a condition. Cover is subject to the full terms and conditions of **our** agreement with **you**.

## If You Reduce Our Rights

**We** will not pay that part of a claim where **you** have agreed to limit or exclude **our** rights to recover **your** loss from another party.

## Compulsory Third-Party Insurance

This policy does not provide cover required by any Compulsory Third-Party Insurance laws.

## Workers Compensation

This policy does not provide cover required by Workers, or Accident Compensation laws.

## Cooling-off Rights

Even after **you** make a decision to purchase or renew this insurance, **you** still have cooling-off rights. **You** can return the policy by notifying **us** in writing within 21 days of the policy commencing or renewing and **we** will refund the premium paid and policy fee provided **you** have not made a claim. **We** will not charge a cancellation fee for cancellations within the cooling-off period. Even after this cooling-off period ends **you** still have cancellation rights (see *General Conditions – Cancelling Your Policy*).

## Confirming Transactions

**You** may contact **us** in writing or by phone to confirm any transaction under the policy if **you** or **your** adviser does not already have the required policy confirmation details.

## Code of Practice

Lloyd's is a signatory to the General Insurance Code of Practice. **You** can obtain more details on the Code and how it applies to this insurance by contacting **us**. **You** can find a copy of the Code at [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

## Complaints - Internal and External Complaints Procedure

If **you** have a complaint in relation to **your** insurance, please contact 360 Farm and explain what **your** complaint is and the reasons behind it.

If this does not resolve the matter or **you** are not satisfied with the way that a complaint has been dealt with **you** should contact Lloyd's Underwriters' General Representative in Australia.

### Lloyd's Australia Limited

Level 9, 1 O'Connell Street,  
Sydney, NSW 2000  
Telephone. 02 8298 0783  
Email. [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

If **your** dispute remains unresolved **you** may be referred to the Australian Financial Complaints Authority (AFCA) under the terms of the General Insurance Code of Practice.

### Australian Financial Complaints Authority

GPO Box 3,  
Melbourne, VIC 3001  
Telephone. 1800 931 678  
Email. [info@afca.org.au](mailto:info@afca.org.au)  
Online. [www.afca.org.au](http://www.afca.org.au)

For other disputes **you** will be referred to other proceedings for resolution. Details are available from the Lloyd's Underwriters' General Representative in Australia at the address shown on the back of this policy.

The underwriters of this policy agree that:

- + in the event of a dispute arising under this insurance, the underwriters, at the request of the insured, will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable to such Court;
- + any summons notice or process to be served upon the underwriters may be served upon:

**Lloyd's Australia Limited**

Level 9, 1 O'Connell Street,  
Sydney, NSW 2000  
Telephone. 02 8298 0700  
Fax. 02 8298 0788

who has authority to accept service and to enter an appearance on the underwriter's behalf, and who is directed at the request of the insured to give a written undertaking to the insured that he will enter an appearance on the underwriter's behalf;

- + if a suit is instituted against one of the underwriters, all the underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

## Privacy Statement

360 Farm is bound by the provisions of the *Privacy Act 1988 (Cth)* which sets out the standards to be met in the collection, holding, use and disclosure of personal information.

360 Farm is collecting the personal information requested to determine whether and on what terms 360 Farm might issue **you** an insurance policy or to manage a claim in relation to an insurance policy **you** have with 360 Farm. If **you** don't provide all the information requested, the main consequence is that 360 Farm may not be able to issue **you** with a policy or pay **your** claim.

360 Farm may use **your** personal information for other purposes if **you** consent. This may also be the case in other limited circumstances permitted under the *Privacy Act 1988 (Cth)*, such as where **you** would reasonably expect 360 Farm to do so and/ or the other purpose is related to the purpose for which 360 Farm collected the information.

In some circumstances, 360 Farm may collect **your** personal information from another person or another source. This will only be where it is unreasonable or impracticable for 360 Farm to collect it directly from **you** or **you** would expect 360 Farm to collect the information from the nominated third-party. For example, where **you** authorise a representative, e.g. an insurance broker, a financial

planner, a legal services provider, an agent or carer providing services to **you** to deal with 360 Farm on **your** behalf.

In issuing and/or managing **your** policy or claim 360 Farm may need to disclose **your** personal information to, another insurer, **our** reinsurers, an insurance broker, **our** legal providers, **our** accountants, loss investigators or adjusters, anyone acting as **your** agent or regulatory bodies. 360 Farm will only do so if it is reasonably necessary for, or directly related to the issuing or managing **your** insurance policy or claim.

In disclosing **your** personal information to one of these parties it may be necessary to disclose **your** information overseas. The countries these parties usually operate in are, the USA, Canada, Bermuda, Europe (including the United Kingdom), parts of Asia, including but not limited to Singapore, Hong Kong and India. If 360 Farm disclose the information overseas **you** should be aware that the overseas entity is not bound by the Privacy Act 1988 (*Cth*) and so **you** would not be able to seek redress against them under the *Privacy Act 1988 (Cth)*. There may be no similar privacy law to the *Privacy Act 1988 (Cth)* in the overseas party's country and **you** may also not be able to seek redress under the laws in the party's country.

The 360 Privacy Policy is available at [www.360uw.com.au](http://www.360uw.com.au). The 360 Privacy Policy sets out details of how **you** can access (and if necessary correct) the personal information 360 holds about **you**. It also sets out how and to whom **you** might complain about a breach of Privacy Law.

If **you** require any other information regarding Privacy please contact 360 Farm on 1800 411 580.

## Goods and Services Tax (GST)

The amount payable for any claim under this policy will be reduced by the amount of any input tax credit that **you** are entitled to recover in relation to the replacement item. **your sums insured** should be sufficient to reflect the relevant GST value that the property represents to **you**.

**We** will not pay any GST or charge that **you** are liable for arising out of **your** misrepresentation of, or failure to disclose, **your** proper input tax credit entitlement in the settlement of any claim or payment of any premium.

## Proving Your Loss

**You** should keep receipts, invoices or other evidence of ownership and value of all property that **you** insure because if **you** make a claim **you** will be asked to prove ownership and value in order for **us** to pay the claim. See the *Making a Claim* section for information about making a claim.

## About Our Product Disclosure Statement (PDS)

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

Ask **us** if **you** have any queries.

## Our Contact Details

If **you** or **your** adviser need to contact **us**, have any questions or would like any further information regarding this insurance, please contact **us**.

**Our contact details are:**  
**360 Farm & Regional Pty Limited**  
Suite 3, Level 18,  
201 Kent Street,  
Sydney, NSW 2000  
Telephone. 1800 411 580  
Email. farm@360uw.com.au

## Insurers Liability Clause

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## Our Agreement to Cover You

**We** agree to give **you** the cover that is shown in this policy and in **your** policy **schedule**:

- + for each section, part of a section, option or optional extra that is shown as being chosen by **you** in the **schedule**;
- + for the period of cover that is shown in the **schedule**;
- + when an event causing a claim takes place during the period of cover for which **you** have paid the premium.

# Policy Definitions



In this document, in the application form, in the **schedule**, each word and phrase that is shown in bold type has been given a special meaning. Those meanings are shown below.

## Agreed Value means:

The amount **we** will pay for **your vehicle** in case of a total loss if **you** select this option.

## Audit means:

An investigation into **your business** financial affairs or an investigation or enquiry into **your** compliance with record keeping requirements by the Australian Taxation Office, a State, Territory or Commonwealth Department, Statutory Body or Agency in relation to **your business** activities.

An audit commences at the time that **you** first receive notice that an **auditor** proposes to conduct an audit.

An audit is completed when the **auditor** gives written notice to that effect or when the **auditor** advises **you** that they have made a final determination or when the **auditor** has issued a final determination.

It does not mean:

- + an audit of a superannuation fund for the purposes of determining any matter in relation to the superannuation fund or its trustees or compliance with any of the provisions of the *Superannuation Industry Supervision Act 1993*;
- + an audit by the Australian Prudential Regulation Authority (APRA).

## Audit Costs means:

Fees, charges and disbursements of an external professional consultant engaged by **you** and approved by **us** for work undertaken in connection with an **audit** or associated investigation.

## Auditor means:

A person authorised under State, Territory or Commonwealth legislation to carry out an investigation or **audit** of **your** financial affairs.

## Bed and Breakfast means:

**Your business** of providing accommodation and breakfast (or breakfast provisions) for paying guests staying in **your home buildings**. Bed and Breakfast does not mean:

- + a hotel or motel;
- + a boarding house;
- + backpacker accommodation;
- + **caravan** accommodation;
- + camping facilities;
- + welfare accommodation;
- + holiday homes.

## Burglary means:

- + **theft** that is accompanied by intimidation or violence to a person; or
- + **theft** following violent and forceful entry into or exit from a **building**.

## Business means:

**Your** business of providing accommodation and breakfast (or breakfast provisions) for paying guests staying in **your home buildings**. The business owner or an employed manager must live at the **location** where the business is conducted.

## Business Use means:

Using **your vehicle, caravan, trailer** or farm machinery privately and for **your business** that is shown in the **schedule**.

## Caravan means:

**Your** touring caravan including tent trailers and camper trailers, and if they are shown in the **schedule**:

- + an annexe or an awning that attaches to **your** caravan;
- + its fittings;
- + contents as defined under **home contents** but excluding the following:
  - any illegal items including illegal firearms and illegally stored firearms;
  - cash, credit cards and other negotiable instruments;
  - a work of art of any type;
  - a stamp, coin or medal **collection**;
  - spectacles, contact or corneal lenses or hearing aids;
  - any photographic equipment; or
  - any sporting equipment.

## Child means

- + **your** sons and daughters who are under 18 years of age;
- + the sons and daughters (who are under 18 years of age) of **your** spouse, de facto or partner.

In this definition, sons and daughters include sons and daughters who are adopted or fostered and who are born or unborn.

## Collection means:

A group of individual items, pairs or **sets** which are of a similar type and which, when assembled and displayed together as a group, take a value greater than the sum of the individual items, pairs or **sets**.

## Electronic Data means:

Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

**Electric Motor Burnout** means:

The fusing of an electric motor due to the actual burning out of its windings by electrical current.

It does not apply to the failure of any electrical, mechanical or electronic components of a motor.

**Employee** means:

A person employed by **you** who is:

- + defined as or deemed to be a worker;
- + **your** contractor or subcontractor;
- + an **employee of your** contractor or subcontractor where:
  - **you** are declared or deemed to be the employer; or
  - **you** would be held liable to pay compensation to that **employee**, by any Workers' or Accident Compensation legislation.

**Excess** means:

The amount that **we** will deduct from a claim's settlement. This amount is shown in the **schedule**.

**Please Note**

- + if more than one claim arises out of the same event **we** will only apply the largest excess;
- + **we** will not deduct a young driver's excess if the event that caused the claim happened when **your vehicle** was with a **business** for service, repair or parking.

**Farm Stay** means:

**Your business** of providing accommodation and breakfast (or breakfast provisions) for paying guests staying in **your home buildings** where **your home buildings** are located on the farm where **you** or **your** employed manager live.

**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; or
- + any reservoir, canal or dam.

**Genetically Modified or Engineered Organism (GMO)** means:

A living plant, animal or microbe that has been altered by the addition or **modification** of a gene through the process of genetic engineering and contains genes or portions of genes from unrelated organisms.

**Home Buildings** means:

All the private residential and domestic buildings at the **location** as shown on the **schedule** and their domestic:

- + garages, carports and garden sheds;
- + aerials, masts, satellite dishes and clothes' lines;
- + blinds, awnings, pergolas, gazebos and shade sails that are on the outside;
- + fixed home appliances which are permanently connected to electrical, gas or plumbing systems such as air conditioners, hot water system, dishwashers, stoves and ducted vacuuming system;
- + fixed wall or floor coverings but not carpets, curtains or internal blinds;
- + fixed light fittings;
- + paved or concrete driveways, paths, terraces and courts;
- + service pipes and cables that **you** own or are legally responsible for;
- + in-ground saunas, spas and swimming pools;
- + title deeds to **your** home covered by this policy;
- + walls, gates, fences but not hedges;
- + a solar power system, a solar hot water heat exchange system and permanently installed rainwater tanks and windmills but not wind turbines.

It does not mean any pontoons, jetties, wharves or moorings.

Home Buildings do not include:

- + boarding houses or hostels;
- + backpacker accommodation;
- + camping facilities;
- + welfare accommodation;
- + holiday homes;
- + hotels or motels;
- + commercial buildings;
- + exhibition or display homes;
- + trailer homes and caravans; or
- + demountable or portable homes;
- + staff quarters;
- + premises with accommodation for more than 12 paying guests or with more than 6 guest bedrooms.

**We** will refuse a claim and cancel **your** policy if **your** home buildings is or becomes any of these.

**Home Contents** means:

**Your** household goods and personal effects that **you** own or which are in **your** care and for which **you** are legally responsible including:

- + carpets, curtains or internal blinds;
- + mobile phone, laptop and tablet computers or global positioning systems valued up to \$3,000 per item. (Please refer to *Extra Benefit – Temporary Removal of Home Contents (Worldwide Cover)* for cover away from the **location**);
- + furniture and furnishings;
- + home and garden appliances;
- + remote-controlled model aircraft but not drones, and their accessories where the current replacement value is not more than \$1,000;
- + remote-controlled model watercraft and its accessories where the current replacement value is not more than \$1,000;
- + motorised golf buggies, ride-on lawnmowers, wheelchairs and mobility scooters;
- + motorcycles up to 250cc capacity, which do not require to be registered, and are not used for racing or farm purposes;
- + bicycles with current replacement value up to \$5,000;
- + home office equipment other than mobile phones, laptops or tablet computers and global positioning systems;
- + portable spas, portable saunas and above-ground swimming pools including their accessories;
- + tools of trade;
- + computer software and media purchased online, e.g. music, software and videos;
- + surfboards, surf-skis and sailboards but not jet skis;
- + watercraft up to 4 metres long that is unpowered or powered by a motor less than 10hp and with current replacement value up to \$2,000, and its accessories.

It does not mean any:

- + mobile phone, laptop and tablet computers or global positioning systems valued over \$3,000 per item (cover available under the *Valuables* section);
- + aircraft, balloon, drone, craft that travels on a cushion of air or a rocket, and their accessories other than a remote-controlled model aircraft with current replacement value less than \$1,000;
- + caravan, mobile home, motor vehicle, motorcycle or motor scooter above 250cc capacity, trailer, horse float or an accessory to these items;
- + fixture, fitting or fixed appliance at the **location** if **you** own:
  - a. the **building** that contains them; or
  - b. the strata or group title unit that contains them and it is the governing body's duty to insure them;

- + living creature;
- + hearing aid (cover available under the *Valuables* section);
- + loose or unset gemstones;
- + stock used in a business, trade or profession;
- + loose or compacted soil, earth, gravel, pebbles, rocks or granular rubber;
- + unfixed **home building** materials and uninstalled home fixtures or fittings;
- + watercraft which is more than 4 metres long or with current replacement value greater than \$2,000, and its accessories.

**Income** means:

The **money** that **you** receive into **your business** or **farm stay** for:

- + goods that **you** have sold less the cost to **you** of those goods or the materials that **you** bought to make them;
- + services that **you** have supplied.

**Indemnity Period** means:

The period that starts when the loss or damage occurs, and it continues for the period that is shown in the **schedule**.

**Internet Operations** means:

- + use of electronic mail systems by **you, your employees**, any person engaged under a contract of service, or by any other person with **your** permission; or
- + access through **your** network to the world wide web or a public internet site by **you, your employees**, any person engaged under a contract of service, or by any other person with **your** permission; or
- + access through **your** intranet (meaning internal company information and computing resources) which is made available through the world wide web; or
- + the operation and maintenance of **your** web site, including advice of information located on **your** site that is used for the purpose of attracting customers.

**Limit of Indemnity** (this applies to claims made against **you**) means:

The amount that is shown in the **schedule**. This amount is the most that **we** will pay for an **occurrence** or a series of **occurrences** that arise from one cause or from continuous or repeated exposure to substantially the same general condition.

**Location** means:

The land on which **your home building** is situated and the yard or garden surrounding it that **you** use primarily for domestic residential purposes, at the address as shown in the **schedule**.

**Market Value** means:

**Our** assessment of **your vehicle** or **caravan's** value at the time of the incident **you** are claiming for, using local market prices and considering the age and the condition of the **vehicle** or **caravan**.

**Modification** means:

An alteration to the standard body, engine, suspension, wheels or paintwork of **your vehicle** which may affect its value, safety, performance or appearance.

**Money** means:

Cash, cheques, credit card vouchers, franking machine credits, money orders, postal notes and stamps if **you** are legally responsible for them.

**Occurrence** means:

An event that neither **you** expect nor **you** intend to occur which a reasonable person in **your** position would not expect nor intend to occur.

**Schedule** means:

The 360 Bed and Breakfast policy **schedule** that **we** have issued. This **schedule** is part of this policy. It will show the cover that **you** have chosen plus any **excess** or special terms and conditions that **we** have imposed.

**Secure** means:

The **building** can be locked so as to prevent entry other than by violent means.

**Set** means:

A group of similar or complementary items that belong or function together.

**Sum Insured** means:

The amount that is shown in the **schedule**. This amount is the most **we** will pay in any one period of cover for:

- + Anyone claim; and
- + All claims unless the amount has been reinstated.

Please see *The Sum Insured After A Claim*.

Sum Insured is determined as the new for old replacement value at today's prices for **your home buildings, home contents or valuables**. It is **your** responsibility to determine the sum insured and review it regularly for its adequacy as underinsurance can expose **you** to a serious financial loss if a claim occurs.

**Terrorism** means:

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ethnic, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Theft** means:

- + theft from **you** that is not accompanied by intimidation or violence to a person; or
- + theft without violent and forceful entry into or exit from a **building**.

**Trailer** means:

**Your trailer** plus a winch if it is attached to it.

**Valuables** means:

Personal belongings that **you** normally wear or carry. Valuables may include, but are not limited to, the following items:

- + jewellery, gold and silver articles, furs and watches;
- + mobility scooters and wheelchairs;
- + prescription glasses, sunglasses and medical items including hearing aids;
- + portable electronic devices including mobile phones, laptops and tablet computers or global positioning systems;
- + sporting or recreational equipment including bicycles, skateboards, surfboards, surf skis, sailboards and camping equipment;
- + cameras, video cameras and other photographic equipment; or
- + musical instruments that are for personal use.

It does not mean:

- + loose or unset gemstones;
- + **money**, bullion or negotiable instruments of any kind;
- + any **collection** or work of art;
- + goods for **business use** or tools of trade; or
- + a **vehicle**.

**Vehicle** means:

**Your** motor vehicle or any motorcycle that needs to be registered, and if they are attached to or in them when they are lost or damaged, any:

- + modifications, options or accessories that are shown in the **schedule**;
- + alarm;
- + child safety seat or baby capsule;
- + standard equipment.

**We, Us, Our** means:

The underwriter shown on the **schedule** for their respective section(s)

**You, Your, Yours, Yourself** means:

- + each person who is shown in the **schedule** as the insured;
- + those persons who are not shown but who normally live with the insured as a family at the **location**;
- + each legal entity that is shown in the **schedule** as the insured.

# Making a Claim



## How to Claim

### All claims

If **you** become aware of an event that may lead to a claim, **you** must:

- + tell **us** about it as soon as **you** can;
- + within the next 30 days give **us** in writing full details of the event. This must include all proofs for which **we** may ask;
- + tell the Police as soon as **you** can if **you** think the claim was due to a crime;
- + take all reasonable steps to stop further:
  - loss or damage;
  - loss of use of property;
  - injury.
- + send **us** as soon as **you** can any demand or legal notice that **you** may get.
- + tell **us** as soon as **you** can after **you** know that a claim or legal action may be made or taken against **you**.
- + tell **us** as soon as **you** can after **you** know that an inquest or enquiry will or may be held about an event that may result in a claim under this policy.
- + give **us** all the help that **we** need to:
  - assess, investigate or settle a claim;
  - defend a claim made against **you**;
  - make a recovery.

### Who controls claims

**We** control all claims.

- + unless **we** agree in writing **you** must not:
  - admit, deny, negotiate, settle or in any way compromise a claim;
  - incur any costs in making good any damage. **you** may make temporary repairs to **your** property to prevent further loss or damage;
  - incur legal costs for a claim;
  - abandon any property.
- + **We** will be entitled to:
  - enter the premises where the loss or damage has taken place;
  - take and keep the property for which **you** have made a claim;
  - deal with the salvage;

- take legal action at **our** expense in **your** name and be responsible for controlling the process and the outcome of any such action. if **we** make a recovery **you** are only entitled to the amount that exceeds the amount **we** have paid or admitted and **our** costs;
- represent **you** or any other person who may be entitled to claim under this policy at any inquest or official enquiry.

### Who to contact

For all claims in relation to this policy, Claim Central Pty Ltd trading as InsurX (InsurX) administers claims on behalf of the underwriter.

#### Their contact details are:

##### InsurX

Telephone. 1300 115 854

Email. 360farm@insurx.com.au

# General Conditions



## Cancelling Your Policy

You may cancel this policy at any time. Your request must be in writing. If you do not specify the date of cancellation, we will cancel your policy from the day that we receive your request.

We may only cancel this policy according to the *Insurance Contracts Act 1984 (Cth)*. If we do cancel your policy we will refund the premium for the unexpired period of cover less our cancellation fee.

### Please Note

Once we have paid a total loss claim for an item, cover stops for that item. In such case there will be no refund of premium for that item. This is because we will have met our obligation under the contract by paying your claim. This applies even if we can make a recovery from another party.

## If You Are Covered By Another Policy

When there is a claim you must tell us if there is any other insurance policy that may give full or partial cover for the event claimed.

### Limits on multiple liability cover

When a liability claim can be paid under more than one section of this policy, we will not pay more than the greatest limit of indemnity under any one section or policy.

### Please Note

The limits of indemnity of different sections may not be combined.

## Our Rights

Unless we give our consent to a change in writing:

- + the terms in this policy will bind all parties;
- + we will not give up any of our rights.

## Taking Care

### General

You must:

- + take all reasonable care to prevent loss, damage or injury;
- + comply with all laws and regulations, by-laws and ordinances;
- + make sure that all alarms, locks, bolts and bars are:
  - kept in good working order;
  - activated when the premises are left unattended;
- + make sure that any fire sprinkler system is fully maintained and always active;
- + ensure that the insured property is maintained in good condition.

### Computers

Unless prevented by license conditions, you must keep backups of your computer software in a secure place. If the software was written specifically for you or substantially modified by you or on your behalf, a complete backup must be kept at a secure off-site place or in a fireproof safe at the location. It must be updated on a weekly basis or more often if prudent to do so. The backup must be regularly tested to ensure that the procedure is correct and that the backup is complete and useable.

### Cooking

If you cook commercially at the location there must be:

- + at least one fully charged 7 litre wet chemical or a 4.5-kilogram dry powder fire extinguisher in the kitchen at the location;
- + a fire blanket in the kitchen at the location;
- + an effective extraction system of which the:
  - filters must be thoroughly cleaned at least once every two weeks;
  - flue must be thoroughly cleaned at least once every six months by professional cleaners.

### Welding and cutting

If you use welding or cutting equipment, blow lamps or torches or hot air guns you must comply with the *Australian Standard AS 1674.1 - 1997*. This standard covers safety in welding and allied processes.

## The Most we will Pay

### For claims under Part A – Bed and Breakfast Property

#### Home Buildings

#### Home Contents

#### Valuables

#### Motor – Part A – Own Damage

The most we will pay is the **sum insured** or as specifically stated in one of the sections or parts of sections referred to above.

#### Personal Liability

The most we will pay is the **limit of indemnity**.

## The Sum Insured After a Claim

A **sum insured** will not be reduced by the amount of a claim unless the item, the subject of the claim, is declared a total loss.

## Transfer of this Policy

No interest in this policy can be transferred unless we give our consent in writing.

## If You are Underinsured

### Profits – Part A – Loss of Income

This will reduce **your** claim where:

- + the **sum insured** is less than 80% of **your** annual income when the **indemnity period** is 12 months or less; or where
- + the **sum insured** is less than 80% of **your** annual income proportionately increased to correspond with the length of the **indemnity period** when that period is longer than 12 months.

We will only pay that proportion of **your** claim that the **sum insured** bears to 80% of **your** income earned during the 12 months immediately before the start of the interruption. Where the **indemnity period** is more than 12 months the income earned during the said 12 month period will be proportionately increased to match the indemnity period. The claim will still be subject to any **excess** that may apply.

### Example:

**Your** annual income is \$150,000. **You** are insured for \$100,000. **You** have an **indemnity period** of 12 months. If **you** have a claim for \$50,000 (4 months loss of Income), we will only pay **you** \$41,667.

$$\frac{\text{Sum Insured}}{80\% \text{ of value}} \times \text{Claim} = \text{What you get less any excess}$$

$$\frac{\$100,000}{80\% \text{ of } \$150,000} \times \$50,000 = \$41,667 \text{ less any excess}$$

### For claims Under Part B – Bed and Breakfast Liability

The most we will pay is the **limit of indemnity**.

## Transfer of this Policy

No interest in this policy can be transferred unless we give our consent in writing.

# What's Not Covered



These apply to all sections of this policy and where a section of this policy has parts each part and the balance of that section not within a part.

## Biological or chemical materials exclusion

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

## Bushfire or named cyclone

Loss or damage occurring within 48 hours from the commencement of the policy that is caused by a bushfire, a grass fire or a named cyclone. This exclusion will not apply if this policy replaces another policy and there is no break in time or **you** have entered into a contract of sale to sell the situation or into a contract to lease it.

**We** will not increase the **sum insured** on **your** policy nor allow an increase in cover under such circumstances.

## Claims brought in overseas courts

A claim that is brought in a court that is outside Australia.

## Consequential loss

Consequential loss except that which is given under the *Personal Liability* section of Part A (Bed & Breakfast Property) of this policy.

## Cybercrime And Identity Theft

Any loss, damage or liability arising out of cybercrimes or identity **theft** where **you** initiated, perpetuated or were the victim of a cybercrime or identity **theft**.

## Electronic data

Loss or damage caused by:

- + the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **electronic data**, coding program or software; and/or
- + the malfunction of hardware, software and embedded chips or the unavailability of **electronic data**, or the total or partial inability or failure to receive, send, access or use **electronic data**; and/or
- + error in creating, amending, entering, deleting or using **electronic data**; and/or
- + any **business** interruption losses resulting therefrom;

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

## Fines or penalties

Any fines, penalties, liquidated damages, punitive, aggravated or exemplary damages, how so ever or why so ever imposed.

## Fraudulent claims

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Assured or anyone acting on the Assured's behalf to obtain any benefit under this Policy, or if any loss hereunder be occasioned by the wilful act or with the connivance of the Assured, the Underwriters, without prejudice to any other right(s) they might have under this Policy, shall be entitled to refuse to pay such claim.

## Genetically modified or engineered organisms (GMO)

A claim that is directly or indirectly caused by or arising out of the manufacture, importing, growing, blending, mixing or distributing of **Genetically Modified or Engineered Organisms (GMO)** regardless of any other contributing or aggravating cause or event.

## Glass houses, shade houses and structures designed to house growing plants

The glass, plastic, fabric or other material used to cover these structures. **We** will cover the permanent structures used to support these materials against accidental loss or damage that is caused by:

- + fire;
- + earthquake;
- + explosion;
- + impact by **vehicles**;
- + lightning;
- + malicious acts;
- + volcanoes.

## Government actions

A claim that arises out of the deliberate act of any government, public or local authority, or corporate entity acting with their expressed permission, including the lawful seizure, confiscation, nationalisation or requisition of the property insured.

## Liability by agreement

Liability that **you** have agreed to accept. **We** will cover **you**, if **you** would have been liable without **your** agreement.

## Mould and mildew

This policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

- + mould, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is:

- any physical loss or damage to insured property;
- any insured peril or cause, whether or not contributing concurrently or in any sequence;
- any loss of use, occupancy, or functionality; or
- any action required, including but not limited to repair, replacement, removal, clean up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the policy that provides insurance, in whole or in part, for these matters.

## Nuclear

Loss of or destruction of or damage to or consequential loss of or any legal liability directly or indirectly caused by or contributed to by or arising from:

- + ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or fission of nuclear fuel;
- + the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
- + nuclear weapons material.

## Quarantinable infectious diseases

Notwithstanding any provision to the contrary contained within this **policy** there is no cover for highly pathogenic Avian Influenza or any disease declared to be a listed human disease under the *Biosecurity Act* (as amended) irrespective of whether discovered at the location of your premises, or out-breaking elsewhere.

## Radioactive contamination and explosive nuclear assemblies exclusion

This policy does not cover:

- + loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any consequential loss; or
- + any legal liability of whatsoever nature; directly or indirectly caused by or contributed to by or arising from:
  - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## Restricted dog breeds or dangerous dog breeds

A claim that is directly or indirectly caused by or arising out of ownership of a Restricted Dog Breed or Dangerous Dog Breed. A Restricted Dog Breed is one that has been classified as such by law. These breeds are prohibited from being imported into Australia and their sale (including advertising), keeping and purchase is strictly regulated under the laws of all Australian States and Territories.

The Restricted Dog Breeds include but are not limited to the following:

- + dingo;
- + dogo argentino (also known as Argentinean mastiff);
- + fila brasileiro;
- + presa canario;
- + japanese tosa;
- + american pit bull terrier, pit bull terrier; or
- + cross breed or offspring of the aforementioned dogs.

Any other dog breed that is classified as a Restricted Dog or Dangerous Dog by any Australian Government, Territory or Local Government Authority will not be covered under this policy.

## Restriction on recovery

That part of a claim where **you** have agreed to limit or exclude **your** rights to recover **your** loss from another party.

### Sanction limitation

We will not be liable to provide any cover, pay any claim or provide any benefit under this **policy**, to the extent that to do so may expose **us** to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

### State of the home building

Any loss or damage to **home buildings** and **home contents** kept therein that are not maintained in good repair and condition. The **home building** is required to be structurally sound, watertight, **secure** and well-maintained.

### Sexual harassment

This policy does not cover any liability, claims or expenses arising directly or indirectly out of sexual assault, sexual harassment, sexual molestation, rape or the consequences thereof.

### Terrorism

Notwithstanding any provisions to the contrary within this insurance agreement or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any act of **terrorism**, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

- + involves violence against one or more persons; or
- + involves damage to property; or
- + endangers life other than that of the person committing the action; or
- + creates a risk to health or safety of the public or a section of the public; or
- + is designed to interfere with or to disrupt an electronic system.

This insurance also excludes loss, damage, cost or expenses directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of **terrorism**.

The Underwriters have treated this Insurance (or part of it) as an Insurance to which the *Australia Terrorism Insurance Act 2003 (ATIA)* applies.

ATIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Terrorism exclusion to which this Insurance is subject shall not apply to any "eligible terrorism loss" as defined in ATIA.

Any coverage established by ATIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATIA. The Terrorism exclusion to which this Insurance is subject applies in full force and effect to any other loss and any act or event that is not a "declared terrorist incident".

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged.

If any or all of the underwriters have reinsured this insurance with the Australian Reinsurance Pool Corporation, then any such underwriters will not be liable for any amounts for which they are not responsible under the terms of ATIA due to the application of a "reduction percentage" as defined in ATIA which results in a cap on the underwriter's liability for payment for "eligible **terrorism** losses".

### Unoccupancy

Loss or damage where the **location** or any **building** containing insured property is left without an inhabitant or regular attendant for any period in **excess** of 90 consecutive days unless **you** obtain **Our** prior written consent to the unoccupancy.

### War and Civil War

- + war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, coup, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power;
- + any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- + any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- + any acts of sabotage;
- + confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or destruction of, or damage to any property or under the order of any Government (whether civil, military or de facto, whether lawful or otherwise) or public or local authority.

### Wear and tear and faulty workmanship

Wear and tear, fading, scratching or marring, gradual deterioration or developing flaws, rust, corrosion, rot, normal upkeep or making good, cleaning, inherent or structural defects, faulty design or faulty workmanship.

**The below applies to Part A: Bed & Breakfast Property section of this policy only and where a section of this policy has parts each part and the balance of that section not within a part.**

### Intentional loss

Loss or damage caused by or resulting from any actual or alleged:

- + intention, act or omission;
- + dishonest, fraudulent, reckless, criminal or malicious act;
- + wilful breach of statute, contract or duty; of/by **you** or any person acting with **your** knowledge, consent or in concert with **you**.

**The below applies to Part B: Bed & Breakfast Liability section of this policy only and where a section of this policy has parts each part and the balance of that section not within a part.**

### Asbestos

It is hereby understood and agreed that this policy shall not indemnify the insured for any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is any other cause of loss which may have contributed concurrently or in any sequence to a loss.

It is further understood and agreed that this policy shall not indemnify the insured for any claim arising in connection with the recall of any Products due to an asbestos health hazard.

It is further understood and agreed that this policy shall not indemnify the insured for any claim arising in connection with Surveys undertaken due to the Control of Asbestos at Work Regulations 2002 United Kingdom (SI 2992 No. 2675) or any legislation of similar effect or any amendment thereto.

### Claims brought in overseas courts

A claim that is brought in a court that is outside Australia or New Zealand.

### Compulsory statutory insurance

Liability that:

- + can be covered under insurance required by any Compulsory Statutory Insurance laws; or
- + is imposed by Compulsory Statutory Insurance laws; industrial award, agreement or determination.

### Consequential loss

Consequential loss or any liability, claims or expenses arising directly or indirectly out of interruption to **your business** or **business** activities.

### Contractors

The business or business activities of any of **your** contractors or subcontractors.

### Contractual liability

Liability assumed by **you** under any liquidated damage, penalty or forfeiture clause, express warranty, contract, agreement or guarantee other than to the extent that such liability would have attached to **you** in the absence of such clause, warranty, contract, agreement or guarantee.

### Crimes and wilful acts by you

A claim that arises out of criminal or wilful acts by **you** or with **your** connivance.

Punitive exemplary or aggravated damages.

### Damage to products

Liability for damage to any product or part thereof.

### Deliberate acts

Liability arising directly or indirectly out of the deliberate, conscious or intentional disregard by **Your** technical or administrative management of the need to take all reasonable precautions to prevent injury or damage.

### Electronic data

Loss or damage caused by:

- + the corruption or destruction of data, coding program or software; and/or;
- + the unavailability of data and malfunction of hardware, software and embedded chips; and/or
- + any **business** interruption losses resulting therefrom;

provided that this shall not apply where such loss or damage occurs as a direct result of physical damage that is otherwise insured by this policy.

## Fines

Fines or penalties.

## Infectious disease

A claim that is directly or indirectly caused by or arising out of Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or new Variant Creutzfeldt-Jakob Disease (VCJD) regardless of any other contributing or aggravating cause or event.

## Land occupied

Liability for damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by **you** or otherwise in **your** care, custody or control.

## Mine sites exclusion

This policy does not insure liability arising directly or indirectly out of or caused by, through, or in connection with mining or with equipment used in aboveground mine sites or underground mine sites.

## Mould

It is hereby understood and agreed that this policy shall not apply to any claim which is actually or allegedly, in whole or in part, directly or indirectly, arising out of, resulting from, connected to, aggravated by, based upon or attributable to the presence, growth, proliferation, spread or activity of a biological agent, including but not limited to, mould, fungus, spores, mildew, mushrooms, yeast, or biocontainment's or any by-products therefrom (hereafter "Mould"). This exclusion shall apply notwithstanding there are perils other than biological agents which may have actually or allegedly, in whole or in part, directly or indirectly, contributed concurrently or consecutively or in any sequence to a loss. If the claim includes any item of damage in relation to Mould, underwriters agree to only indemnify for that portion of the damages that does not arise by reason of Mould, either directly or indirectly.

In the event, a claim includes an item of damage for Mould the insurer is only obligated to indemnify for a portion of the cost of defending the claim having regard to the portion of the damages that consists of Mould and the cost of remediating the Mould as compared with the damage or cost not attributable to Mould.

The insurer shall have the right to adduce evidence extrinsic to the pleadings in any action, application or petition for coverage brought by an insured where that extrinsic evidence is relevant to prove the presence, growth, proliferation, spread or activity of a biological agent in fact including the cost to remove, remediate or repair the Mould.

## Premises owned

Liability for damage to premises presently or at any time previously owned or tenanted by **you**.

## Terrorism

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes liability for loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

It is further agreed that, regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by an act of **terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. For the purpose of this endorsement, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, injury, damage, cost or expense of whatsoever 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 any act of **terrorism**.

If the underwriters allege that by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

The Underwriters have treated this Insurance (or part of it) as an Insurance to which the *Australia Terrorism Insurance Act 2003* (ATIA) applies.

ATIA and the supporting regulations made under the Act deem cover into certain policies and provide that the **terrorism** exclusion to which this Insurance is subject shall not apply to any "eligible terrorism loss" as defined in ATIA.

Any coverage established by ATIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATIA. The **terrorism** exclusion to which this Insurance is subject applies in full force and effect to any other loss and any act or event that is not a "declared terrorist incident".

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged.

If any or all of the Underwriters have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Underwriters will not be liable for any amounts for which they are not responsible under the terms of ATIA due to the application of a "reduction percentage" as defined in ATIA which results in a cap on the Underwriter's liability for payment for "eligible terrorism losses".



**Part A**  
**Bed & Breakfast**  
**Property**

# Cover Sections – Home Buildings



## What's Covered

### Option 1 – Priority Choice

Your **home buildings** that are at the **location**. They are covered against loss or damage caused by the following events, if they happen during the period of cover:

#### 1. Perils

Loss or damage that is caused by:

- fire;
- earthquake;
- explosion;
- impact by any animal, aerial, mast, thing that flies or falls from the sky, tree or **vehicle**;
- labour or public disturbance;
- lightning;
- malicious acts;
- oil that leaks from a fixed heating system. **We** do not pay for repair or replacement of the system;
- rainwater run-off;
- storm;
- **burglary** or **theft** that is reported to the Police;
- volcanoes;
- water that comes from a fire sprinkler system; or
- water that bursts leaks or overflows from a bath, fixed home appliance, gutter, shower base, sink, toilet fitting, fixed tank, swimming pool, spa or pipe.  
**We** do not pay for repair or replacement of the item that burst or leaked.

#### 2. Breakage

Breakage of fixed glass, fixed mirrors, sinks, baths and toilet fittings.

#### Pipes and Cables

Damage to the pipes and cables that run between **your home buildings** and the public mains.

### Option 2 – Priority Plus

Your **home buildings** that are at the **location**. They are covered against accidental loss or damage during the period of cover, along with the perils covered under *Option 1 Priority Choice*.

## What's Not Covered

### Option 1 – Priority Choice; and Option 2 – Priority Plus

#### 1. Alterations and Repairs

Any loss that arises from altering, cleaning, mending or restoring.

#### 2. Breakage

Any breakage of fixed glass caused by a direct application of heat or where the fracture does not extend through the entire thickness of the glass.

#### 3. Breakdown

Electrical, mechanical, electronic or hydraulic fault or breakdown other than fusion of electric motors as described under *Extra Benefit – Electric Motor Burnout*.

#### 4. Building Work

For new **buildings**, while they are being built and for alterations to existing **buildings**:

- Loss or damage that arises from:
  - I. a malicious act;
  - II. storm other than wind;
  - III. oil;
  - IV. **theft**; or
  - V. water.
- breakage of fixed glass, fixed mirrors, sinks, baths and toilet fittings;
- cover that is offered under *Option 2 Priority Plus*;
- cover that is given under an Extra Benefit.

**We** will give the same cover for the **building** materials for such a **building** at the **location**.

The most that **we** will pay under this benefit is the lesser of \$50,000 and the value of the **building** work.

#### 5. Faulty Design or Material

Any loss or damage that arises from:

- fault, error or omission in design, plan or specification;
- latent, structural or inherent defect; or
- use of faulty materials.

However, **we** will pay for the resultant loss or damage that is caused directly by an insured event if **you** did not know (or could not reasonably have known about) the fault, error or omission, latent structural or inherent defect or use of faulty materials at the time of the loss.

Under no circumstances will **we** repair the fault, error or omission in design, plan or specification, latent, structural or inherent defect or use of faulty materials.

#### 6. Impact by Trees

- any loss or damage caused by the impact of trees or parts of trees as a result of their felling or lopping or pruning;
- the costs to cut down or remove a tree if it did not cause damage to **your home building**;
- the cost to remove the tree stump from the ground.

#### 7. Minor Damage

Chips, dents or scratches.

#### 8. Perils Not Covered

Loss or damage that arises from:

- **flood**, the sea or a tidal wave unless it is a tsunami caused by an earthquake;
- erosion;
- the actions of micro-organisms, rodents, vermin, birds or insects;
- earth movement unless that happens within 72 hours of an earthquake or an aftershock;
- light, atmospheric or climatic conditions;
- the actions of domestic animals or pets;
- pollution;
- **theft** or a malicious act that is committed by a person who normally lives at or is allowed into the **location** with **your** consent (this does not include paying guests at the bed and breakfast);
- **theft** without forceful and violent entry when **you** have let out **your home buildings** or **you** have paying guests or their visitors;
- roots from trees, plants, shrubs and grass; or
- water that seeps into **your home buildings**;
- water that enters **your home buildings** through an opening made for the purpose of alteration, extension or repair.

#### 9. State of the Home Building

Any loss or damage to **home buildings** and **home contents** kept therein that are not maintained in good repair and condition. The **home buildings** are required to be structurally sound, watertight, **secure** and well-maintained.

#### 10. Storm Damage

Any claim arising from:

- storm damage to gates, fences or free-standing walls if they are not structurally sound or well maintained;
- storm damage to swimming pool covers including solar covers and plastic pool liners;
- storm damage or storm-water run-off damage to retaining walls;

- loss or damage caused by water which enters through an opening in the roof not created by the storm except when the guttering overflows; or
- storm damage or storm-water run-off damage to gravel or unsealed driveways, paths, terraces, courts and courtyards, land or grassed lawns.

#### 11. Vacant Home Buildings

**Home buildings** that are not occupied for more than 90 days.

## How We Pay Claims

### Option 1 – Priority Choice; and Option 2 – Priority Plus

#### How your claim is settled

**We** will at **our** option either:

- + repair or replace **your home buildings**; or
- + make a cash payment.

**We** will try to match any material used to repair the damage with the original materials. If **we** cannot, **we** will use the nearest equivalent material available. **We** will not pay any costs for replacing undamaged property.

#### How your claim is valued

##### 1. New for Old

What it would cost now to build **your home buildings**.

##### 2. Other Costs

In addition to the **sum insured**, **we** will also pay up to 10% of the **home building sum insured** for the cost of:

- fees, demolition, removing debris and propping up that are needed to rebuild **your home buildings** following an incident that **we** have agreed to cover;
- complying with the **building** and planning rules. **We** will not pay for work that **you** have been officially ordered to do before the loss or damage took place.

##### 3. Materials, Style or Site

If it costs no more **you** may:

- use different materials;
- rebuild at a different place or in a different style if **your home buildings** are destroyed.

##### 4. If Less Than Half of Your Home Buildings are Damaged

**We** will not pay for replacing undamaged property required by building and planning rules unless the repairs to the damaged part will cost more than 50% of the cost for rebuilding the whole building.

**5. If You Don't Rebuild, Repair or You Delay**

**We** will only pay what it would cost now to repair or rebuild **your home buildings** less an allowance for age, use and wear if **you** do not:

- want them repaired or rebuilt; or
- repair or rebuild them in a reasonable time.

**6. Damage to Fixed Coverings to Walls, Floors or Ceilings**

**We** will pay for the damaged portions of fixed coverings to walls, floors and ceilings only in the room, hall or passage in which the damage occurred.

**We** will try to match any material used to repair the damage with the original materials. If **we** cannot, **we** will use the nearest equivalent material available. **We** will not pay any costs for replacing undamaged property.

**7. Special Architectural Features**

If **your home building** has architectural features or structural materials possessing an ornamental or historical character for which the original materials are not available, **we** will only pay the necessary costs to repair or replace the **home building** to a reasonably equivalent appearance and capacity, using the original design and suitably equivalent materials that are readily available in Australia.

**The most we will pay**

- + the **sum insured** shown in the **schedule**. This amount is the most **we** will pay in any one period of cover for:
  - any one claim; and
  - all claims unless the amount has been reinstated.
- + for loss or damage that arises from malicious acts or vandalism caused by a tenant, tenant's guest or paying guest or invited guest, the most that **we** will pay is \$7,500.

**Extra Benefits**

**You** may also be entitled to the following additional benefits subject to general and benefit specific exclusions.

**1. Continuation of Cover Post Sale**

**We** will extend cover under this policy to the purchaser of **your home** when **you** have entered into a contract of sale with them from the time the purchaser becomes legally liable for any damage to the home until the contract settlement date, the contract is terminated, or until the purchaser organises insurance for the home, whichever happens first.

**2. Eco-Friendly Additions to Your Home Building**

If **your home building** has been assessed as a total loss following a claim and **we** have agreed to rebuild it or make a cash settlement, **we** will also contribute up to \$5,000, after deduction of any rebate **you** may be eligible for under any government or council rebate scheme, to install any of the following:

- a rainwater tank;
- a solar power system;
- a hot water heat exchange system; or
- a greywater recycling system.

**3. Electric Motor Burnout**

**We** will pay the cost of repairing or replacing any electric motor that forms part of **your home building** and has fused due to the actual burning out of its winding by electrical current.

**We** will not cover any electric motors that are:

- a part of equipment used in connection with **your trade, business** or occupation;
- under any form of warranty, guarantee or maintenance, service or leasing agreement;
- over 20 years old based on the date of manufacture.

**4. Funeral Expenses**

If a defined peril at the **location** kills **you** **we** will pay \$10,000 to **your estate**. **We** will not pay:

- if **you** live for more than 180 days after being injured;
- more than \$25,000 in total during one period of cover.

**5. If there's a Leak**

**We** will pay the cost of finding the source of a leak that has caused damage that is covered by this section, and the cost of repairing any damage that occurs while looking for the cause. The cost must be reasonable. The most that **we** will pay under this benefit is \$20,000.

**6. Inflation Protection**

This will protect **you** when there is an increase in the Australian All Groups Consumer Price Index. **We** will adjust **your sums insured** at the end of each quarter by that increase. This will only apply to the period of cover in which the loss or damage takes place.

#### 7. Landscaping

**We** will pay the cost of replacing trees, plants and shrubs at the **location** that are damaged as a direct result of:

- fire; or
- impact damage by a **vehicle**.

The most **we** will pay under this benefit is up to \$1,000 for anyone tree, plant or shrub or \$10,000 for any one loss during one period of cover, provided that the **sum insured** for **your home building** is not otherwise exhausted.

**We** do not cover any trees, plants or shrubs that are grown for commercial purposes.

#### 8. Locks and Keys

If a key to an external door or window of **your home building** is stolen, **we** will pay the reasonable and necessary cost to replace the lock, key or cylinder with keys and locks of a similar make or model. The **theft** must be reported to the Police. The most that **we** will pay under this benefit is \$10,000.

#### 9. Modifications to Your Home Building

**We** will cover the reasonable cost of modifying **your home building** if **you** are injured as a result of loss or damage to **your home building** that **we** have agreed to cover, and **your** injury results in permanent paraplegia or permanent quadriplegia.

The injury must occur as a direct result of an incident that **we** have agreed to cover. The most that **we** will pay under this benefit is \$50,000.

#### 10. Temporary Accommodation (This extra benefit only applies if You do not have cover under the Home Buildings section)

**We** will pay **you** the reasonable cost of alternate accommodation up to 20% of **your home building sum insured**, if **you** cannot live in **your home building** due to damage for which **we** have agreed to pay a claim under this section.

**We** will not pay:

- for more than 12 months or for how long it is reasonably needed to rebuild or repair **your home building**; whichever is the lesser;
- if **your home building** is not repaired or rebuilt;
- if **you** don't need to pay for temporary accommodation or if **you** were not living at the **home building** at the time of loss or damage.

**We** will also pay up to \$5,000 towards alternate accommodation for **your** domestic pets in a commercial boarding kennel or a cattery. This payment will be in addition to the **your home building sum insured**.

# Cover Sections – Home Contents

## What's Covered

### Option 1 – Priority Choice

Your **home contents** that are at the **location**. They are covered against loss or damage caused by the following events, if they happen during the period of cover:

#### 1. Perils

Loss or damage that arises from:

- fire;
- earthquake;
- explosion;
- impact by any animal, aerial, mast, thing that flies or falls from the sky, tree or **vehicle**;
- lightning;
- malicious acts;
- oil leaking from a fixed heating system. **We** do not pay for repair or replacement of the system;
- public or a labour disturbance;
- rainwater run-off;
- storm;
- **burglary** or **theft** that is reported to the Police;
- volcanoes;
- water that comes from a fire sprinkler system; or
- water that bursts leaks or overflows from a bath, fixed home appliance, gutter, shower base, sink, toilet fitting, fixed tank, swimming pool, spa or pipe.  
**We** do not pay for repair or replacement of the item that burst or leaked.

#### 2. Breakage

Breakage of:

- glass or stone tables;
- glass and mirrors that form part of furniture;
- fixed phones;
- fitted glass in pictures or mirrors; or
- light fittings.

### Option 2 – Priority Plus

Your **home Contents** that are at the **location**. They are covered against accidental loss or damage during the period of cover, along with the perils covered under *Option 1 Priority Choice*.

## What's Not Covered

### Option 1 – Priority Choice; and Option 2 – Priority Plus

#### 1. Alterations and Repairs

Any loss that arises from altering, cleaning, mending or restoring.

#### 2. Breakage

Any fixed glass breakage claim:

- caused by a direct application of heat or where the fracture does not extend through the entire thickness of the glass; or
- any breakage of fixed glass that forms a part of a TV, laptop or tablet computer, computer monitor or a mobile phone.

#### 3. Breakdown

Electrical, mechanical, electronic or hydraulic fault or breakdown other than fusion of electric motors as described under *Extra Benefit – Electric Motor Burnout*.

#### 4. Cleaning.

Any loss or damage resulting from **your home contents** not being maintained or left in a clean state.

#### 5. Faulty Design or Material

Any loss or damage that arises from:

- fault, error or omission in design, plan or specification;
- latent defect; or
- use of faulty materials.

However, **we** will pay for the resultant loss or damage that is caused directly by an insured event if **you** did not know (or could not reasonably have known about) the fault, error or omission, latent structural or inherent defect or use of faulty materials at the time of the loss.

Under no circumstances will **we** repair the fault, error or omission in design, plan or specification, latent, structural or inherent defect or use of faulty materials.

#### 6. Floor and Window Coverings

Floor or window coverings that were not in the same room where the loss or damage took place. Smoke or water damage that is due to a fire in another room is covered.

#### 7. Impact by Trees

- any loss or damage caused by the impact of trees or parts of trees as a result of their felling or lopping or pruning;
- the costs to cut down or remove a tree if it did not cause damage to **your home contents**;
- the cost to remove the tree stump from the ground.

#### 8. Minor Damage

Chips, dents or scratches.

#### 9. Money

Loss of **money** by paying guest or their visitors. **Your own money** is covered as per *How We Pay Claims – The Most We Will Pay*.

#### 10. Perils Not Covered

Loss or damage that arises from:

- **flood**, the sea or a tidal wave unless it is a tsunami caused by an earthquake;
- erosion;
- the actions of micro-organisms, rodents, vermin, birds or insects;
- earth movement unless that happens within 72 hours of an earthquake or an aftershock;
- light, atmospheric or climatic conditions;
- the actions of domestic animals or pets;
- pollution;
- **theft** or a malicious act that is committed by a person who normally lives at or is allowed into the **location** with **your** consent (this does not include paying guests at the **bed and breakfast**);
- **theft** without forceful and violent entry when **you** have let out the **buildings** that contain **your home contents** or **you** have paying guests or their visitors;
- roots from trees, plants, shrubs and grass; or
- water that seeps into the **buildings** that contain **your home contents**;
- water that enters **your home buildings** through an opening made for the purpose of alteration, extension or repair.

#### 11. Power Surge

Damage to electrical equipment that arises from a surge in the power supply other than from a surge that is caused by lightning. **We** will cover **you** under *Option 2 Priority Plus* if the equipment has a surge protector.

#### 12. State of the Home Building

Any loss or damage to **home buildings** and **home contents** kept therein that are not maintained in good repair and condition. The **home buildings** are required to be structurally sound, watertight, **secure** and well-maintained.

#### 13. Storm Damage

Loss or damage caused by water which enters through an opening in the roof not created by the storm except when the guttering overflows.

#### 14. Unprotected Premises

This only applies when **your schedule** lists bars, locks and alarms that the **building** that contains **your home contents** must-have.

Loss or damage that is caused by a burglar if the **building** that contains **your home contents** does not have the required bars, locks and alarms installed, or if installed they are found to be not in working condition, disconnected or not being used as intended.

#### 15. Vacant Buildings

**Home contents** if the **building** that contains them is not occupied for more than 90 days.

## How We Pay Claims

### Option 1 – Priority Choice; and Option 2 – Priority Plus

#### How your claim is settled

**We** will at **our** option either:

- + repair or replace **your home contents**; or
- + make a cash payment.

**We** will try to match any material used to repair the damage with the original materials. If **we** cannot, **we** will use the nearest equivalent material available. **We** will not pay any costs for replacing undamaged property.

#### How your claim is valued

What it would cost new if **you** bought them now. The most **we** will pay for **your home contents** is up to the **home contents sum insured** as shown on the **schedule**.

#### The most we will pay

**We** will pay up to:

1. \$10,000 each for the following items, pairs, **collections** or **sets** or up to 25% of the **home contents sum insured** in total for all of them:
  - a curio;
  - a coin or **collection** of coins;
  - a document or **set** of documents;
  - an item or set of jewellery;
  - a fur;
  - a gold silver or platinum object;
  - a medal or **collection** of medals;
  - a stamp or **collection** of stamps;
  - a watch;
  - a work of art.

**We** will not apply these limits to those items that are listed in the **schedule**.

- \$5,000 for **theft** that takes place in the open but within the walls, gates or fences that surround the **location**.

**We** will not cover the following items when kept in open air:

- jewellery and watches;
- **money**, bullion or negotiable instruments of any kind;
- mobile phones;
- computers including laptops and tablet computers;
- **collections** of any type;
- works of art.

**Theft** that takes place away from the **location** is not covered. Please see *Extra Benefit - Temporary Removal of Home Contents* in this section.

- \$1,500 in total for **money** (but not **your** paying guest's or visitor's **money**), bullion and negotiable instruments of any kind;
- \$5,000 for tools of trade at the **location**;
- \$10,000 for **home contents** stored in domestic garden sheds at the **location**;
- \$7,500 for loss or damage that arises from malicious acts or vandalism caused by a tenant, tenant's guest or paying guest or invited guest. **We** will not pay for cleaning under this benefit.

## Extra Benefits

**You** may also be entitled to the following additional benefits subject to general and benefit specific exclusions.

### 1. Accessories and Spare Parts

**We** will cover accessories and spare parts for **your vehicle, caravan, trailer** or boat, that are in a **building** at the **location**. **We** will not cover them if they are in or fixed to **your vehicle, caravan, trailer** or boat. They are covered against that cover shown under *Option 1 Priority Choice*. **We** will not pay more than \$2,000 under this benefit.

### 2. Accounting Fees for a Tax Audit

If **your** personal (but not **business**) financial affairs are audited by the Federal Commissioner of Taxation and provided **you** have obtained **our** written consent, **we** will cover any accountant's fees that **you** must pay as a result, up to \$10,000 during **your** period of cover.

**You** must advise **us** of any such **audit**. **We** will not cover claims for:

- any **audit** that relates to a criminal prosecution;
- fees where the final assessment of **your** taxable income for the period being audited is 20% higher than **your** original declaration;
- fees for work performed outside the time limits allowed by the Federal Commissioner of Taxation;

- any **audit** that relates to **your** farming operations and/or **business** activities;
- any fines, penalties or adjustments of taxation.

### 3. Attendance of a Security Firm

If **your** monitored burglar alarm system is set off as a result of a **theft** or an attempted **theft**, **we** will cover the costs of a security firm to attend **your home building**, up to \$2,500.

**We** will only pay this benefit if there is physical evidence of a violent and forcible entry.

### 4. Change of Location

If **you** are moving permanently to a new **location** within Australia, **we** will cover **your home contents** at **Your** current **location** and at **your** new **location**, for up to 30 days from the date **you** begin to move **your home contents**.

The most **we** will pay at each **location** will be based on the value of **your home contents** at the **location** as a proportion of **your home contents sum insured**.

**You** must notify **us** of the removal within 30 days from the date **you** commence moving **your home contents** to the new **location**. **You** must let **us** know if **you** wish to insure **your home contents** at the new **location** and pay any additional premium if **we** agree to insure **your home contents** at the new **location**.

### 5. Children Attending Boarding School or University

**We** will cover **your** children's **home contents** while they are attending boarding school, college or university on a full-time basis. **We** will cover any loss or damage under this benefit if:

- it occurs at the **child's** place of residence or at the educational institution; and
- the **child** is under 25 years of age.

**We** will pay up to \$5,000 per item or up to \$20,000 per **occurrence**, provided that the **sum insured** for **your home contents** is not otherwise exhausted.

### 6. Credit Cards

**We** will pay for **your** liability for debts that are due to the fraudulent use of **your** lost or stolen Credit Card(s) or Debit Card(s). **We** will pay this benefit if:

- **you** inform the card-issuing organisation within 24 hours of the loss;
- **you** have complied with the terms and conditions under which the card was issued; and
- **your** loss cannot be recovered from any other source.

**We** will not pay more than \$7,500 under this benefit during any one period of cover.

#### 7. Electric Motor Burnout

**We** will pay the cost of repairing or replacing any electric motor that forms a part of **your home contents** and has fused due to the actual burning out of its winding by electrical current.

**We** will not cover any electric motors that are:

- a part of equipment used in connection with **your** trade, **business** or occupation;
- under any form of warranty, guarantee or maintenance, service or leasing agreement; or
- over 15 years old based on the date of manufacture.

#### 8. Emergency Removal

If **you** move **your home contents** to avoid a claim, **we** will pay:

- for loss or damage while **your home contents** is being moved or when it is in storage; but
- not more than what **we** would have paid had it not been moved.

To be covered under this benefit, **we** will require **you** to establish the circumstances for the emergency removal of **your home contents**.

#### 9. Funeral Expenses

If a defined peril at the **location** kills **you** **we** will pay \$10,000 to **your** estate. **We** will not pay:

- if **you** live for more than 180 days after being injured;
- more than \$10,000 in total during one period of cover.

#### 10. Guests' Property

**We** will pay for loss or damage to **Your** guests' (including paying guests and their visitors) property if:

- the loss or damage was due to a peril covered under the policy; and
- the loss or damage takes place at the **location**; and
- the guests cannot claim the loss or damage under another policy.

**We** will pay up to \$5,000 in total under this benefit provided the **sum insured** for **your home contents** is not otherwise exhausted.

**We** will not pay for **money**, bullion or other negotiable instruments under this benefit.

**We** will extend this benefit to cover the property of **your employees** engaged in domestic work at **your home building**.

#### 11. Home Contents in Commercial Storage

**You** need to inform **us** that **your home contents** will be in a commercial storage facility or in a sporting clubhouse, and **we** must agree to cover them before they are put into storage.

Under this benefit, **we** do not pay for:

- **your home contents** stored in open-plan storage premises, including furniture repositories, warehouses, factories or other industrial premises;
- **your home contents** stored in shipping containers;
- any jewellery, **money**, bullion or negotiable instruments of any kind;
- any **collections** or works of art; or
- any claims arising out of accidental damage to **your home contents**.

All claims for **home contents** under this benefit will be subjected to \$2,000 **excess**.

#### 12. Home Contents in Transit

**We** will cover **your home contents** for loss or damage while they are being transported in a motor **vehicle** to **your location** or to a commercial storage facility within Australia.

**We** will only offer this cover if the loss or damage is caused by:

- **theft** from the motor **vehicle** following violent or forcible entry;
- a fire or explosion in, or in the immediate vicinity of the motor **vehicle**; or
- collision and/or overturning of the motor **vehicle**.

**We** will pay up to \$2,000 per item, and up to \$10,000 per **occurrence** during the period of cover.

#### 13. Inflation Protection

This will protect **you** when there is an increase in the Australian All Groups Consumer Price Index. **We** will adjust **your sums insured** at the end of each quarter by that increase. This will only apply to the period of cover in which the loss or damage takes place.

**We** will not increase **your sums insured** for any specified items including jewellery, **collections** and works of art of any type. **You** will need to provide recent valuations from valuation professionals to ensure that they are insured for their new for old replacement cost.

#### 14. Locks and Keys

If a key to an external door or external window of **your home building** is stolen, **we** will pay the reasonable and necessary cost to replace the lock, key or cylinder with keys and locks of similar make or model. The **theft** must be reported to the Police. The most that **we** will pay under this benefit is \$10,000.

#### 15. Paint and Wallpaper

We will cover damage to paint and wallpaper inside **your** home as if it was covered by the *Home Buildings* section of this policy if:

- **you** own the unit that contains **your home contents**; and
- **your** unit has a Group or Strata Title.

#### 16. Replacement of Documentation

We will cover the costs incurred by **you** in replacing the following documents damaged directly as a result of an incident at the **location** that we have agreed to cover:

- title deeds;
- birth certificates;
- marriage certificates;
- passports;
- drivers licences;
- proof of age cards.

We will not pay more than \$3,000 under this benefit.

#### 17. Spoilage of Refrigerated Food and Medicines

We will pay for any loss of food and/or medicines that is kept in a domestic refrigerator or a freezer at the **location** which is spoiled as a result of:

- breakdown of the refrigerator or the freezer unit;
- accidental failure of power supply to **your home building**.

We will not pay for any spoilage that is caused by:

- **flood**;
- a deliberate act of the power supply authority; or
- the breakdown of a refrigerator or a freezer unit that is more than 15 years old, based on the date of manufacture.

We will not pay more than \$10,000 per **occurrence** under this benefit.

#### 18. Temporary Accommodation

We will pay **you** the reasonable cost of alternate accommodation up to \$20,000 or 20% of **your home contents sum insured**, whichever is the higher, if **you** cannot live in **your home building** due to damage for which we have agreed to pay a claim under this section.

We will not pay:

- for more time than is reasonably needed to rebuild or repair
- **your home building**;
- if **your home building** is not repaired or rebuilt. If **you** do not own **your home** we will pay for the time **you** need to find a new one;
- if **you** don't need to pay for temporary accommodation or if **you** were not living at the **home building** at the time of loss or damage.

We will pay **you** this benefit up to a maximum period of 12 months. We will also pay up to \$1,000 towards alternate accommodation for **your** domestic pets in a commercial boarding kennel or a cattery. This payment will be in addition to the **your home contents sum insured**.

#### Please Note

If **you** require cover for temporary accommodation for **your** paying guests and visitors this is not covered unless the *Loss of Profits* section has been purchased.

#### 19. Temporary Removal of Home Contents (Worldwide Cover)

We will cover **your home contents** that are temporarily removed from the **location** to anywhere in the world from the time **your home contents** are moved from the **location** for a maximum period of 100 consecutive days.

We will pay up to a maximum amount of \$10,000 or 25% of **your home contents sum insured**, whichever is the lesser, under this benefit.

We will not pay more than:

- \$5,000 any one item, pair or set of jewellery;
- \$5,000 in total for cameras, furs, watches and jewellery;
- \$3,000 in total for tools of trade under this benefit.

We do not cover:

- **money**, bullion or negotiable instruments of any kind; or
- **collections** of any type; or
- works of art under this benefit.

We will not cover **your home contents** when:

- they are in a commercial storage facility (Please see *Extra Benefit – Home Contents in Commercial Storage* in this section);
- they are in transit (Please see *Extra Benefit – Home Contents in Transit* in this section);
- they have been permanently moved to a new **location** (Please see *Extra Benefit – Change of Location* in this section);
- they are used by **your** children attending a boarding school, college or university (please see *Extra Benefit – Children Attending Boarding School or University* in this section).

#### 20. Veterinary Fees

We will pay for Veterinary fees if **your** pet dog or cat is injured as a result of a road accident, fire, lightning, explosion, earthquake, a malicious act or **burglary**.

We will not pay more than \$1,000 under this benefit.

# Cover Sections – Personal Liability

## Who and What's Covered

**You**, if **you** are liable for causing:

- + bodily injury to or death of another person; or
- + loss of, loss of use of, or damage to tangible property owned by another person.

The injury, death, loss or damage must be caused by an **occurrence** during the period of cover subject to the following:

- + **we** will indemnify **you** against any claim for compensation or expenses, as the owner or the occupier of **your home building** if **your home building** is:
  - insured under this policy; or
  - under strata title or a similar scheme, and **your home contents** are insured under this policy; or
  - a rental property and **your home contents** are insured under this policy.

Under this section, **we** will extend the definition of **home building** to include land, trees, shrubs and other plant life at the **location** in it. **home buildings** do not include any pontoons, jetties, wharves or moorings.

- + If **your home contents** are insured under this policy and **your home building** is **your** primary residence, **we** will indemnify **you** against any claim for compensation or expenses caused by an **occurrence** anywhere in Australia, or anywhere in the world for a maximum period of 90 consecutive days starting from the time **you** leave Australia.

## What's Not Covered

### 1. Animals

A claim that arises from the actions of an animal, other than the actions of:

- a pet dog, cat or horse kept at the **location**; or
- a pet horse kept off-**location** on agistment.

### 2. Asbestos

This policy shall not apply and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form and quantity.

### 3. Buildings and Building Work

A claim that arises from:

- building or site work other than:

- I. for **your home buildings**, and the land they are on, if they are covered by the *Home Buildings* section of this policy; and
- II. the total cost of such work is not more than \$50,000.

- **we** will cover **you** for a new **building** that is being built once it has reached the lock up stage. This cover will protect **you** as an owner but not as a builder;
- a **building**, land or unit; other than **your home buildings** if they are covered by the *Home Buildings* section of this policy.
- tunnelling, underpinning, vibration or interfering with the support of other land, buildings or property.

### 4. Business

A claim that arises from:

- a business, profession, trade or occupation carried out by **you**;
- **your** business of providing accommodation and breakfast (or breakfast provisions) for paying guests staying in **your home buildings** and giving them access to or allowing them usage of **your home contents** item. (**You** can cover this activity by selecting the *Bed and Breakfast Business Liability* cover);
- goods or products that **you** manufacture or handle for payment; or
- a claim that arises from **your** farming (including hobby farming) activities.

### 5. Diseases

A claim that arises from disease that is spread by **you**.

### 6. Employees and Residents

A claim that arises from death or bodily injury to:

- an **employee** arising out of or in the course of their work;
- anyone (including a member of **your** family) who normally lives with **you**;
- **your child**.

### 7. Libel or Slander

A claim that arises from libel or slander attributed to **you**.

### 8. Paying guest and their visitors

A claim that arises from death or bodily injury to a paying guest or visitor of **your business** (this can be covered under *Part B: Bed and Breakfast Business Liability*).

A claim that is caused directly or indirectly by a paying guest.

#### 9. Pollution

A claim that arises from any biological, bacterial, viral, germ, chemical or poisonous pollutant or contaminant other than that caused by use of pesticides or herbicide at the **location**.

#### 10. Property In Your Care

Property that belongs to or is in the care of:

- a person who normally lives at the **location**;
- an **employee** where the loss or damage arises out of or in the course of their work; or
- **you**.

**Your** paying guests or visitors (this can be covered under *Part B: Bed and Breakfast Business Liability*).

#### 11. Vehicles, Caravans, Boats, Planes and Sporting Equipment

A claim that arises from:

- an aircraft; a balloon; a drone; a craft that travels on a cushion of air; a rocket or anything that falls from these items unless it is a remote-controlled model aircraft with current replacement value up to \$1,000;
- a **vehicle** that is powered by a motor unless it is a motorised golf buggy, a ride-on lawn-mower, a wheelchair or a mobility scooter all of which are not required to be registered.
- a Watercraft unless it is a:
  - I. watercraft up to 4 metres long that is either unpowered or powered by a motor less than 10hp;
  - II. remote-controlled model watercraft with current replacement value up to \$1,000; or
  - III. surfboard, sailboard or surf ski but not a jet ski.
- a caravan or trailer when they are attached to a **vehicle**;
- the use of sporting equipment including bicycles whilst being used by a paying guest or visitor.

#### 12. Working Overseas

A claim that arises from any paid or unpaid work that **you** may engage in while travelling overseas.

## How We Pay Claims

**We** will pay those sums that **you** become legally liable to pay as damages and plaintiff's litigation costs, expenses and fees. **We** will not pay more than the **limit of indemnity** in total.

## Extra Benefits

Provided that the **limit of indemnity** is not exceeded, **we** may also provide the following extra benefits subject to general and benefit specific exclusions.

#### 1. If You are a Tenant

**We** will pay for breakage of fixed glass, fixed mirrors, baths, sinks and toilet fittings in the **building** that contains **your home contents** if:

- **you** are liable under **your** lease if **you** break them; and
- **your home contents** is covered by the *Home Contents* section of this policy.

#### 2. Your Legal Bills

Subject to **our** prior written approval, **we** will pay **your** legal bills for a dispute that starts during the period of cover. The dispute must be about:

- dismissal from **your** job;
- a contract for service that **you** have made;
- a contract that **you** have made to buy sell or hire goods;
- the ownership or sale of **your home buildings** that is covered by this policy;

**We** will not pay for that part of a legal bill for a dispute that relates to:

- spouse or partner disputes including, but not limited to, divorce, custody, **child** maintenance, or property disputes;
- any matter arising out of **your business** or profession;
- claims where cover is available by a standard form of motor **vehicle**, motorcycle, caravan or boat insurance;
- bad debts or non-payment of monies;
- any road traffic offence or boat traffic offence committed by;
- **you**;
- any matter arising out of any insurance cover required by legislation;
- any award of damages against **you**;
- any penalties, fines or awards of aggravated, exemplary or punitive damages against **you**;
- any matter relating to defamation or slander against **you**;
- claims arising out of an aircraft, a balloon, a drone, a craft that travels on a cushion of air or a rocket;
- claims arising out of a watercraft;
- claims arising out of lease or tenancy agreements, valuations or wills;

**We** will not pay:

- more than \$5,000 under this benefit during one period of cover;
- for the first \$500 of all such bills;
- a dispute for which a claim for legal bills has been made under the *Home Buildings* section of this policy;
- any legal costs and expenses incurred outside the period of cover;

# Cover Sections – Valuables

## What's Covered

**Your valuables** during the period of cover. They are covered against accidental loss or damage that takes place:

- + anywhere in Australia or New Zealand; or
- + anywhere in the world for a maximum period of 90 consecutive days starting from the time **you** leave Australia.

**You can:**

- + specify each **valuable** with its own **sum insured**; or
- + nominate a total figure as the **sum insured** for all **your valuables** instead of listing them individually.

## What's Not Covered

### 1. Alterations and Repairs

Any loss that is caused by altering, cleaning, mending or restoring.

### 2. Breakdown

Electrical, mechanical, electronic or hydraulic fault or breakdown.

### 3. Brittle Items

Brittle items excluding precious stones, if they break or crack unless directly caused by fire, lightning, earthquake, storm, explosion, **burglary**, **theft**, vandalism or impact by a **vehicle** or a falling object.

### 4. Business or Sporting/Recreational Use

Loss or damage to:

- **your valuables** that takes place when they are being used for **business**;
- **your** sporting equipment or musical instruments, that takes place when it is being used; or
- **your** photographic equipment, whilst in use underwater.

### 5. Faulty Design or Material

Any loss or damage that arises from:

- fault, error or omission in design, plan or specification;
- latent defect; or
- use of faulty materials.

### 6. Minor Damage

Chips, dents or scratches.

### 7. Perils Not Covered

Loss or damage as a direct result of, or caused by a:

- **flood**, the sea or a tidal wave unless it is a tsunami caused by an earthquake;
- the actions of micro-organisms, rodents, vermin, birds or insects;
- light, atmospheric or climatic conditions;
- the actions of domestic animals or pets.

## How We Pay Claims

### How your claim is settled

**We** will at **our** option either:

- + repair or replace **your valuables**, or
- + make a cash payment.

### How your claim is valued

- + specified item - **We** will pay the **sum insured** that is listed in the **schedule** for that item, **collection** or **set**;
- + unspecified item - **We** will pay up to \$1,000 for anyone unspecified item under this section. The most **we** will pay per claim is the **sum insured** for unspecified **valuables** as shown on the **schedule**.

# Cover Sections – Profits

## What's Covered

### Part A – Loss of income

Loss of Income. The loss must result from an interruption to **your business**. The interruption must be caused by damage that is covered by the *Home Buildings* or *Home Contents* sections of this policy. **We** must have agreed to pay a claim for that damage or would have except for the application of an **excess**.

### Part B – Claim preparation costs

Those costs that are needed to prepare claims under the *Home Buildings* or *Home Contents* and *Profits* sections of this policy.

### Part C – Records

**Your** lost or damaged **business** records. The loss of records must result from damage that is covered by the *Home Buildings* or *Home Contents* sections of this policy. **We** must have agreed to pay a claim for that damage or would have except for the application of an **excess**.

### Part D – Extra costs

Those extra costs that are needed for the sole purpose of keeping **your business** running normally after an interruption. The interruption must result from damage that is covered by the *Home Buildings* or *Home Contents* sections of this policy. **We** must have agreed to pay a claim for that damage or would have except for the application of an **excess**.

### Part E – Debts

Debts owed to **you** by **your** customers that **you** cannot collect due to damage that is covered by the *Home Buildings* or *Home Contents* sections of this policy. **We** must have agreed to pay a claim for that damage or would have except for the application of an **excess**.

## What's Not Covered

### Part A – Loss of income

Loss of income if **you** decide to stop **your business** or if **you** decide not to restart it after an interruption.

## How We Pay Claims

### Part A – Loss of income

+ **we** will pay **you** for **your** loss of income. The loss will be calculated by comparing the income that **you** earn in the **indemnity period** with the income that **you** earned during the corresponding period in the 12 months immediately before the interruption occurred. Adjustments will be made:

- when the **indemnity period** exceeds 12 months;
- for **business** fluctuations;
- for savings resulting from the interruption.

+ **we** will pay for those extra costs that will minimise any loss of;

+ income provided they do not exceed the savings made.

### Part B – Claim preparation costs

**We** will pay for those reasonable costs that **you** have incurred in providing the claim details that **we** need.

### Part C – Records

**We** will pay **you** for the cost of restoring **your** records.

### Part D – Extra costs

**We** will pay **you** for those extra reasonable costs that are needed to keep **your business** running normally. **We** will only pay for such costs if they are incurred during the indemnity period.

### Part E – Debts

**We** will pay **you** the value of debts owed to **you** by **your** customers. Adjustments will be made for:

- + items that are not processed;
- + bad debts.

## The Most We Will Pay

The most **we** will pay for any part is the **sum insured** for that part shown on **your schedule**.

## Extra Benefits

**You** may also be entitled to the following additional benefits subject to general and benefit specific exclusions.

### 1. Burglary

**We** will pay for loss of income as covered by this section that is caused by **burglary**. **We** must have agreed to pay a claim for that **burglary** under the *Home Buildings* or *Home Contents* sections or would have except for the application of an **excess**.

**We** will not pay:

- more than 10% of the **sum insured** under this section;
- for the first 7 days of the interruption.

### 2. Computer

Loss of income as covered by this section that results from an interruption at a computer installation in Australia that **you** use. The interruption must be caused by damage that takes place at that installation and which would have been covered by the *Home Buildings* or *Home Contents* sections of this policy.

### 3. Suppliers' Premises

Loss of income as covered by this section that results from an interruption at **your** suppliers' premises in Australia. The interruption must be caused by damage that takes place at those premises and which would have been covered by the *Home Buildings* or *Home Contents* sections of this policy.

### 4. Essential Services

Loss of income as covered by this section that results from the failure of the electricity, gas or water supply to the **location**. The failure must be caused by damage to the property of the supplier at or near the **location**.

### 5. Food Poisoning, Infectious Disease, Suicide

Loss of income as covered by this section that is caused by the closure of **your location** by order of a public authority as a result of food poisoning, human infectious disease or suicide that occurs at **your location**. **We** will not pay for the first 7 days of the interruption.

### 6. Inflation Protection

This will protect **you** when there is an increase in the Australian All Groups Consumer Price Index. **We** will adjust **your sums insured** at the end of each quarter by that increase. This will only apply to the period of cover in which the claim takes place.

### 7. Prevention of Access

Loss of income as covered by this section that results from obstruction of access to the **location**. The obstruction must be caused by damage that would have been covered by the *Home Building* section of this policy.

### 8. Salvage Sale

The income from a salvage sale that **You** may hold following an insured event in the **indemnity period** will be ignored when **we** calculate **your** loss.

# Cover Sections – Tax Audit

## What's Covered

The reasonable and necessary professional **audit** costs that **you** incur with **our** written consent up to the completion of an **audit** first notified to **You** or to a person acting on **your** behalf during the current period of insurance.

**We** will only pay if **you** notify **us** of the **audit** during the current period of insurance or within 30 days thereafter.

- + any fines, penalties, interests, adjustment of tax, additional tax, duty or other government charge;
- + any review relating to **you** maintaining any licence, membership, industry status or to any employee-related legislation or regulations;
- + any review and costs associated with a return lodged outside Australia;
- + any review and costs associated with a return lodged for a self-managed Superannuation Fund.

## What's Not Covered

This section does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in connection with:

- + any **audit** about which **you** or any person acting on **your** behalf had received notice of or had information relating to, prior to the commencement of the period of insurance;
- + any **audit** where a return or a document required to be lodged in relation to the **audit** has been lodged more than 3 months after the prescribed lodgement date or after the date prescribed by an authorised extension;
- + any **audit** that is undertaken to determine applicability of any fine, penalty, prosecution, cost, interest or tax;
- + any **audit** where any return relating to the **audit** had not been prepared or reviewed by an accountant or registered tax agent prior to submission;
- + any fees charged by someone other than a professional adviser
- + unless **we** give **our** prior written permission;
- + any false or misleading statement or fraudulent act or fraudulent omission committed by **you** or by someone acting on **Your** behalf;
- + any failure to pay all taxes by the due date or by any extension of time granted by the Australian Taxation Office or by any statutory body or agency;
- + any **audit** costs incurred after the **audit** has been completed;
- + any subsequent objection lodged with the Australian Taxation Office, Commonwealth or State Department, statutory body, court or other relevant authority in connection with the **audit**;
- + any investigation by the Australian Taxation Office, Commonwealth or State Department, statutory body, court or other relevant authority that is not directly related to the identified intention by that authority to conduct an **audit**;
- + any failure to comply with any request made by or on behalf of the Australian Taxation Office, Commonwealth or State Department, statutory body, court or relevant authority acting under any legislation;
- + any **audit** that results from **You** or anyone acting on **your** behalf becoming aware of any deficiency or error in any information and choosing not to advise the Australian Taxation Office, Commonwealth or State Department, court or other relevant authority;

## How We Pay Claims

### The most we will pay

The most that **we** will pay for any one claim and for all claims in the aggregate in any one period of insurance is the **sum insured** for government **audit** costs shown on **your schedule**.

### Conditions

**You** must comply with these conditions. Otherwise, **we** may not pay **your** claim.

- + all taxation and other returns must be submitted within the prescribed times or if an extension is granted, within that time;
- + all taxes must be paid by the due date or if an extension is granted, within that time;
- + **you** must make full and complete disclosure of all assessable income as required by any relevant legislation;
- + **you** must obtain **our** written approval before engaging a professional adviser other than **your** accountant and **you** must obtain **our** prior written approval of all charges that **your** accountant or professional adviser proposes to charge;
- + **you** must notify **us** promptly upon becoming aware of an impending
- + **audit**;
- + **you** must make every effort to comply with relevant legislation, procedures and regulations issued by the Australian Taxation Office, Commonwealth or State Department, statutory body, court or relevant authority acting under any legislation in relation to retention of records.

### Claims procedures

In the event of a claim:

- + **we** or **our** representatives may conduct an investigation into any matter that **we** believe may be associated with the **audit**;
- + **you** must keep **us** fully informed of all material developments in relation to the **audit**;
- + **you** must take all steps necessary to minimise the costs associated with the **audit**.

# Cover Sections – Motor

## What's Covered

### Option 1 – Comprehensive cover

Your **vehicle, caravan or trailer** that is shown in the **schedule**. They are covered against loss or damage that is caused by an accident that takes place in Australia.

### Option 2 – Third-party property damage, fire and theft

Your **vehicle, caravan or trailer** that is shown in the **schedule**. They are covered against damage that is caused by fire or **theft** that takes place in Australia.

### Option 3 – Third-party property damage only

**You**, the driver, a passenger or **your** employer principal or partner (but only in that capacity when **you** are on their **business**) if **you** or they are liable for causing:

- + loss of, loss of use of, or damage to tangible property; and
- + bodily injury or death that is not covered under any law or compulsory third-party insurance that **you** did take out or should have taken out.

The loss, damage, injury or death must result from an **occurrence** that takes place in Australia. The **occurrence** must be caused by:

- + **your vehicle, caravan or trailer**; or
- + the driver or a passenger when they are in or getting into or out of
- + **your vehicle, caravan or trailer**.

## What's Not Covered

### Comprehensive cover; and Third-party property damage, fire and theft

#### 1. Breakdown

Any loss or claim arising from:

- damage by rodents or vermin;
- a structural failure, or any electrical, electronic, mechanical or hydraulic fault or breakdown.

#### 2. Caravan's Contents

**Theft** of **your caravan's** contents unless:

- the **theft** is accompanied by violent and forceful entry to the **caravan**; or;
- **your caravan** is stolen.

#### 3. Pre-Existing Damage

Any damage to **vehicle, caravan or trailer** that existed before the start of this policy.

#### 4. Taking Care After a Loss

Further loss of or damage to **vehicle, caravan or trailer** if **you** fail to take reasonable steps to protect them after they have been:

- damaged;
- found after being stolen; or
- broken down.

#### 5. Tyres

Damage to a tyre that is caused by road cuts, punctures, bursts or braking.

### Comprehensive cover; Third-party property damage, fire and theft; and Third-party property damage only

#### 6. Property in Your Care

Property that is in **your** care.

#### 7. Unregistered Vehicles

A claim that happens when **your vehicle, caravan or trailer or farm machinery** is not registered. This does not apply if:

- **your caravan** is not being towed;
- registration is not required.

Death or bodily injury if **your vehicle** is registered in the Northern Territory of Australia.

#### 8. You or an Employee

Injury or death of:

- **you**;
- **your employee** if their injury or death arises out of or in the course of their employment with **you**.

#### 9. Business Use

Loss, damage or a claim that happens when **your vehicle, caravan or trailer** is being used for **business** unless **you** are the driver and **you** are not using it for:

- assessing;
- carrying fare-paying passengers. **We** will cover **you** if **you** are paid under a private motor pool;
- carrying goods or samples;
- driving lessons for reward;
- selling or collecting; or
- the motor trade.

#### 10. Excluded Drivers

A claim that happens when **your vehicle, caravan or trailer** is being driven, ridden or towed by a driver who:

- is not licensed as required by law to drive **your vehicle** or the towing **vehicle**;
- has been suspended or disqualified from driving and had their licence cancelled;
- is a learner driver not accompanied by a licenced driver who holds the class of licence required by the learner's permit;
- is under the influence of intoxicating liquor or drugs;
- will not give a breath or blood sample or whose breath or blood contains more alcohol than the law allows where the **occurrence** took place;
- is shown as an excluded driver on the **schedule**.

**We** will cover **you** if **you** can show **us** that **you** did not know nor had reason to suspect that the person driving or in charge of **your vehicle** would be in breach of the conditions above. **We** will not cover that person for *Third-Party Property Damage Only* and **we** may seek recovery of an amount from this person.

#### 11. Excluded Uses

A claim that happens when **your vehicle, caravan or trailer** is being used:

- for a purpose other than that shown in the **schedule**;
- for motor-sport or driving stunt or when preparing for them. This includes time trials;
- in an unsafe or unroadworthy state. **We** will cover **you** if **you** can show that **you** or the driver could not be expected to know of the unsafe or unroadworthy state;
- to carry more people or carry or tow a load that is more than that allowed by the law or for what it was designed;
- to tow more than one **trailer** and/or **caravan**;
- to transport dangerous goods that are listed in the Australian Code for the Transport of Dangerous Goods by Road or Rail. **We** will cover **you** if the goods are only for **your** domestic use;
- as machinery and not for transport or haulage.

#### 12. Selling

A claim that happens when **your vehicle, caravan or trailer** is left with a person or entity to sell for reward.

## How We Pay Claims

### Comprehensive cover; and Third-party property damage, fire and theft

#### How your claim is settled

**We** will at **our** option either:

- + repair or replace **your vehicle, caravan or trailer**; or
- + make a cash payment.

#### How your claim is valued

##### 1. Market Value

**We** will pay to **you** the **market value** of **your vehicle, caravan or trailer** when the loss or damage took place.

##### 2. Agreed Value

**We** will pay to **you** up to the amount that is shown in the **schedule** for **your vehicle, caravan or trailer**

### Third-party property damage only

**We** will pay those sums that **you** become legally liable to pay as damages and as plaintiff's litigation costs, expenses and fees. **We** will not pay more than the **limit of indemnity** plus other costs that **we** have agreed in writing to pay.

### How your vehicle is repaired

#### 1. Choice of Repairer

If **we** agree to repair **your vehicle**, **you** may nominate a repairer of **your** choice to carry out the repairs.

**You** must:

- ensure that the repairer has all the necessary current licences and authorisations as required by law; and
- obtain **our** authorisation for the repairs and quoted costs before those repairs are commenced.

If **we** do not agree with **your** choice of repairer, **you** must still cooperate with **us** to select another repairer that **we** both agree on.

#### 2. Replacement Parts

If **we** agree to repair **your vehicle**, **we** will authorise the use of genuine mechanical parts manufactured by the original manufacturer subject to their availability.

**We** will use non-mechanical reusable parts or non-genuine parts only when this:

- is consistent with the age and condition of **your vehicle**;
- does not compromise the safety or the structural integrity of **your vehicle**;

- complies with **your vehicle** manufacturer's specifications and applicable Australian Design Rules;
  - does not adversely affect the post-repair appearance of **your vehicle**;
  - does not void or affect the warranty provided by the **vehicle** manufacturer.
3. **Sub-letting Repairs**  
During the repairs of **your vehicle**, **we** may arrange for a part of the repair to be carried out by a specialist service provider, for example, windscreen repairs.
4. **Guarantee**  
**We** guarantee workmanship of the repairs authorised by **us** for the life of **your vehicle**. This guarantee is in addition to **your** statutory rights against the repairer and warranties that **you** have from the repairer directly. Wear and tear is not covered by this guarantee. **We** will arrange for repairs authorised by **us** to be rectified at no cost to **you** if **we** agree that the repairs have been defective. Before **we** can do so, **you** must give **us** the opportunity to inspect **your vehicle**.

## Extra Benefits

When **we** accept a claim under **your** policy, **you** may also be entitled to the following additional benefits subject to general and benefit specific exclusions. **We** will pay these additional benefits only if **your vehicle**, **caravan** or **trailer** is covered under *Comprehensive Cover*.

1. **Automatic Replacement**  
If **you** replace **your vehicle**, **caravan** or **trailer** during the period of cover **we** will cover the replacing **vehicle**, **caravan** or **trailer** from the date of purchase if **you**:
- tell **us** within 14 days of **you** making the replacement;
  - agree to pay any extra premium and accept any extra terms that **we** may impose;
  - do not pay more than \$100,000 for it.
2. **Baby Capsules and Child Seats**  
If any baby capsule or **child** seat in **your vehicle** is stolen or damaged as a result of the incident, **we** will pay up to \$500 per item towards replacing each baby capsule or child seat.
3. **Emergency Accommodation**  
**We** will pay for **your** extra living costs if **you** cannot travel home to **your** normal place of residence due to damage for which **we** have agreed to pay a claim under this section. **We** will not pay more than \$500 under this benefit.
4. **Emergency Expenses**  
**We** will pay for those emergency expenses that **you** incur due to an accident to **your vehicle** that takes place at least 100 kilometres from where **you** normally keep it at night. **We** will not pay more than \$2,000 under this benefit.
5. **Hire Car following an Accident**  
If **your vehicle** suffers damage and **we** agree that **you** were not at fault and **you** have provided the other driver's details **we** will pay the cost of hiring a similar car.  
**We** will pay this cost until **your vehicle** is returned to **you** or **your** claim is settled.  
**We** will not pay more than \$200 per day and \$5,000 in total under this benefit.
6. **Hire Vehicle**  
**We** will pay the cost of hiring a **vehicle** similar to **your vehicle** if **your vehicle** is stolen.  
**We** will only pay these costs when **you** make a claim and pay the applicable **excess**.  
**We** will pay this cost until **your vehicle** is returned to **you** or **your** claim is settled.  
**We** will not pay more than \$200 per day and \$5,000 in total under this benefit.
7. **New Vehicle (for Private Use Vehicles only)**  
If in **our** opinion **your vehicle** becomes a total loss within two years of its original registration date and it has not travelled more than 35,000 km; or more than two years and less than three years old since its original registration date and it has not travelled more than 50,000 km, then **We** will replace it with a new one. If the make or model is no longer being made **we** will replace it with a comparable one.
8. **No Claim Bonus and Excess Exemption**  
**We** will not reduce **your** "no claim bonus" nor will **we** apply an **excess** if:
- **your vehicle**, **caravan** or **trailer** is stolen provided if **your vehicle** is a Motorcycle or Motor Scooter it must have:
    - I. an activated electronic security system fitted;
    - II. a ground lock applied to it;
    - III. a data tag™ installed; or
    - IV. it is stolen from locked and alarmed premises where the alarm was turned on at the time of loss; or

- **we** think that the accident that caused the claim was mainly the fault of another party; and
  - I. **you** can tell **us** the name and address of that party; and
  - II. the cost of the repairs to **your vehicle, caravan or trailer** is more than the **excess** that would have applied.

#### 9. Personal Effects

**We** will pay **you** for loss or damage to **your** effects that is caused by:

- an accident to **your vehicle**; or
- **theft** from **your vehicle** if **you** or **your** passengers are not able to look after them due to an accident to **your vehicle**; or
- **theft** from **you** securely locked **vehicle**.

**We** will not pay more than \$2,000 under this benefit.

This benefit does not apply if the loss or damage is recoverable under another policy or section of this policy.

This benefit does not include **money**, cheques, credit or debit cards or any property used to earn an income.

#### 10. Protection Against Uninsured Third-Parties (for Private Use Vehicles only)

**We** will pay **you** for damage to **your vehicle** when **you** are only covered by *Third-Party Property Damage Only* of this section, if:

- the other **vehicle** is not insured;
- **we** think that **you** would be able to recover more than 50% of the cost of repairs to **your vehicle** from the driver of the other **vehicle**; and
- **you** can tell **us**:
  - I. the name and address of that driver; and
  - II. the make model and registration number of that driver's **vehicle**.

**We** will not pay more than the lesser of \$5,000 or the **market value** of **your vehicle** when the accident took place under this benefit.

#### 11. Theft of Keys

If the keys of **your vehicle, caravan or trailer** are stolen, **we** will pay up to \$1,000 to replace or re-code **your vehicle's** keys, locks and barrels. **You** need to report the **theft** of keys to the Police.

#### 12. Towage

**We** will pay for the cost of taking **your vehicle, caravan or trailer** to the nearest repairer or place of safety if they are damaged in an accident. The cost must be reasonable. The most that **we** will pay under this benefit is \$10,000.

#### 13. Trailers

**We** will cover **your trailer** when it is attached to **your vehicle**. **We** will not pay more than \$1,000 under this benefit.

#### 14. Unlisted Accessories

If **your** unlisted accessories are damaged **we** will pay to repair or replace them up to 25% or the **sum insured** of **your vehicle** or a maximum of \$5,000 per item whichever is the lesser.

#### 15. Using Another Vehicle

If **your vehicle** cannot be driven **we** will cover a substitute **vehicle** under *Third-Party Property Damage Only* of this section.

#### 16. Water Transit

**We** will pay the amount that **you** incur as a result of General Average being declared on a transit that is totally within Australia in which **your vehicle, caravan or trailer** is being conveyed. General Average applies to trips on water when some cargo is jettisoned to save the hull and remaining cargo.

## Optional Extras

**You** may add the following optional benefits to **your** policy for any additional premium that may be applicable subject to general and benefit specific exclusions.

#### 1. Business Use

**We** will cover **you** when **you vehicle or trailer** is being used for **your business** that is shown in the **schedule**. This overrides *What's Not Covered - Business Use* of this section.

#### 2. No Claim Bonus Protection

**We** will not change **your** Bonus if **you** make a claim that would normally do so. This applies only to the first such claim in one period of cover.

#### 3. Windscreen Protection

If only window glass is broken **we** will not:

- apply an **excess**; or
- reduce **your** no claim bonus.

This extra benefit is limited to one **excess** free claim in one period of cover.



**Part B  
Bed & Breakfast  
Liability**

# Bed & Breakfast Liability Definitions



In this section, the word and phrase that is shown in bold type below has been given a special meaning specific to this *Bed & Breakfast Liability* section only. Those meanings are shown below.

## **Buildings** means:

All buildings plus:

- + covered ways;
- + exterior blinds, awnings, light fittings, signs and tanks;
- + landlord's fixtures, fittings, carpets and furnishings;
- + overhead transmission lines and their supports that are within 100 metres of an insured building;
- + roads and paths;
- + walls, gates, fences but not hedges;
- + underground pipes and cables.

## **Home Contents** means:

**Your** household goods and personal effects that **you** own or which are in **your** care and for which **you** are legally responsible including:

- + carpets, curtains or internal blinds;
- + furniture and furnishings;
- + home and garden appliances;
- + remote-controlled model aircraft but not drones, and their accessories where the current replacement value is not more than \$1,000;
- + remote-controlled model watercraft and its accessories where the current replacement value is not more than \$1,000;
- + motorised golf buggies, ride on lawn mowers, wheelchairs and mobility scooters;
- + motorcycles up to 150 cc capacity, which do not require to be registered, and are not used for racing purposes;
- + bicycles with current replacement value up to \$2,000;
- + home office equipment other than mobile phones, laptops or tablet computers and global positioning systems;
- + portable spas, portable saunas and above-ground swimming pools including their accessories;
- + tools of trade;
- + computer software and media purchased online, e.g. music, software and videos;
- + surfboards, surf-skis and sail-boards but not jet skis;
- + watercraft up to 4 metres long that is unpowered or powered by a motor less than 10hp and with current replacement value up to \$2,000, and its accessories.

It does not mean any:

- + mobile phone, laptop and tablet computers or global positioning systems (cover available under the *Valuables* section of the policy under *Part A - Bed and Breakfast Property*);
- + aircraft, balloon, drone, craft that travels on a cushion of air or a rocket, and their accessories other than a remote-controlled model aircraft with current replacement value less than \$1,000;

- + **caravan**, mobile home, motor **vehicle**, motorcycle or motor scooter above 150cc capacity, **trailer**, horse float or an accessory to these items;
- + fixture, fitting or fixed appliance at the **location** if **you** own:

- the building that contains them; or
- the Strata or Group Title unit that contains them and it is the Governing Body's duty to insure them.

- + living creature;
- + hearing aid (cover available under the *Valuables* section of the policy under *Part A - Bed and Breakfast Property*);
- + loose or unset gemstones;
- + stock used in a business, trade or profession;
- + loose or compacted soil, earth, gravel, pebbles, rocks or granular rubber;
- + unfixd home building materials and uninstalled home fixtures or fittings;
- + watercraft which is more than 4 metres long or with current replacement value greater than \$2,000, and its accessories.

**Limit of Indemnity** (this applies to claims made against **you**) means:

The amount that is shown in the **schedule**. This amount is the most that **we** will pay for an **occurrence** or a series of **occurrences** that arise from one cause or from continuous or repeated exposure to substantially the same general condition.

It is also the most **we** will pay for all **occurrences** that take place in any one period of cover where the **occurrences** arise from (in each case whether directly, indirectly, proximately or remotely):

- + pollution; or
- + **your** products or their containers (once they have left **your** control).

**Location** means:

The place where the items that are covered by this policy are situated. This place is shown in the **schedule**.

**Personal Injury** means:

- + death, bodily injury, disability, disease, fright, humiliation, mental anguish and injury, sickness and shock;
- + assault or battery that is not committed by **you** or at **your** direction;
- + assault or battery that is due to **You** using, or someone that **You** tell to use, reasonable force to prevent harm to a person or property;
- + defamation;
- + denial of liberty, false arrest or imprisonment, wrongful detention or restraint;
- + eviction;
- + invasion of right of privacy;
- + malicious prosecution;
- + wrongful entry.

**Product** means:

Any physical property after it has left **your** care or control which has been designed, specified, formulated, manufactured, installed, sold, supplied, distributed, treated, serviced, altered or repaired by **you** or on **your** behalf.

**You, Your, Yours, Yourself** means:

- + each legal entity that is shown in the **schedule** as the insured;
- + under the *Liability* section, **you, your, yours** is extended to include:
  - a director, partner or **employee**. They are covered when they are acting for **you** in that position;
  - a member of a club or society that is insured by this section. They are covered when they are engaged in any legal activity that is connected with that club or society;
  - a member of a social club formed with **your** consent for **your employees**. They are covered when they are engaged in any legal activity that is connected with that club;
  - a voluntary worker. They are covered when they are acting for **you**;
  - **your** landlord. The cover is for when **your** landlord is liable for **Your** negligence. It is limited to liability that is imposed by a written lease or written agreement. Liability must arise solely out of an **occurrence** connected with **your** occupation of premises leased from that landlord;
  - **your** principals. The cover is for their liability that arises from:
    - I. **your** negligence; or
    - II. work that **you** have done for them.

It is limited to liability that is imposed by a written contract, written agreement or legislation;

- **your** shareholders. They are covered when they are acting for **you**.

# Cover Sections – Bed & Breakfast Liability

## What's Covered

### Part A – General liability

Your legal liability for:

- + loss of or damage to tangible property;
- + loss of use of tangible property;
- + **personal injury**.

The loss, damage, loss of use or **personal injury** must result from an **occurrence** that is directly connected with:

- + **your business** of providing accommodation and breakfast (or breakfast provisions) for paying guests staying in **your home buildings**; or
- + **your business** of providing accommodation and breakfast (or breakfast provisions) for paying guests staying in **your home buildings** where **your home buildings** are located on the farm where **you** live.

that is shown in the **schedule** (or from an **occurrence** that is directly connected with **your buildings** that are shown on the **schedule** if **you** are insured as the **building** owner and the loss, damage or loss of use is directly related to use of the **buildings** for **your bed and breakfast** or **farm stay**). It can happen either in Australia or during an overseas business trip by **you**, **your** directors or **employees** provided **you** or they normally live in Australia.

### Part B – Products liability

Your legal liability for:

- + loss of or damage to tangible property;
- + loss of use of tangible property;
- + **personal injury**.

The loss, damage, loss of use or **personal injury** must result from an **occurrence** that is caused by a product or its container that is shown on the **schedule** (or **your buildings** that are shown on the **schedule** if **you** are insured as the **building** owner). The **occurrence** must take place in Australia.

## What's Not Covered

### Part A – General liability

- + any claim that arises from or is contributed to by the use of or ownership or operation by **you** of:
  - a registered **vehicle**, or
  - a **vehicle** that should have been registered.

unless it was being used as machinery and not for transport or haulage and cover is not available under any law or compulsory third-party insurance.

- + any claim that arises from or is contributed to by the ownership control occupation of, or any activity or work that is connected with any:

- place or structure where aircraft are stored, maintained or used;
- thing that flies or hovers or anything that falls from such a thing;
- watercraft more than 8 metres long when they are in the water.
- + any claim that arises from or is contributed to by:
  - a fire that was ignited or spread by **you** or on **your** behalf (including through the operation of welding, grinding or other equipment) when a fire ban is in operation or otherwise when in breach of a law, regulation, by-law or ordinance;
  - a product that **you** have supplied except for food or drink for
  - **your** directors, **employees** or guests;
  - the erection or demolition of, or the addition, alteration or repair to any structure on **your** behalf if the total cost of such work is more than \$100,000;
  - tunnelling, underpinning, vibration or interference with the support of any property.
- + loss of or damage to **your** property or property that is in **your** care, custody or control other than:
  - loss or damage that is caused by fire, explosion, impact by a **vehicle** or water from a water system to premises that are leased or rented by **you**;
  - **employee's** property;
  - a **vehicle** (that **you** do not own or use nor is it being used on **your** behalf) that is in a car park that **you** own or operate.
- + any claim for defamation:
  - that arises from material that is published or a statement that is made before this section began;
  - if **you** or **your business** is involved in advertising broadcasting printing publishing or public relations;
  - if **you** knew that the material was false before it was issued.
- + any claim that arises from or is contributed to by **you**, **your** directors or **employees** doing manual work during an overseas business trip;
- + liability directly or indirectly caused by or arising from **your internet operations**, unless the liability arises out of any material which is already in print by the manufacturer in support of its products which is also reproduced on **your** web site;
- + for restaurants and cafes, any claim that arises from or is contributed to by:
  - the organisation of any activity to be undertaken by guests away from the **location**;
  - the failure of **your** staff to be properly trained in the responsible service of alcohol or gaming.

## Part B – Products liability

- + any claim that arises from or is contributed to by a:
  - product that **you** knew would be installed in anything that is designed to travel through the air or space;
  - watercraft that is over 8 metres long.
- + the cost of:
  - refunding money that is received for a product;
  - recalling, replacing, repairing or altering a product.

## Part A – General liability and Part B – Products liability

- + any claim that arises from or is contributed to by any:
  - defect error or omission in design plan specification or formula;
  - error or omission in advice for a fee or professional advice whether or not for a fee;
  - **we** will cover professional advice about **your** products provided that no fee is charged;
  - death, injury, loss, damage or liability of any nature, which is directly or indirectly connected in any way with asbestos;
  - treatment that is given or prepared or the failure to give treatment. However, if **you** do not provide medical health or nursing services or products, **we** will cover **your** legal liability for **personal injury** arising from emergency first aid treatment that **you** give on **your** premises.
- + liability that arises out of:
  - I. the discharge, dispersal, release or escape of any:
    - acids;
    - alkalis;
    - chemicals;
    - cinders;
    - debris;
    - dust;
    - fumes;
    - gases;
    - liquids;
    - mists;
    - odour;
    - smoke;
    - soot;
    - vapours;
    - waste;
    - other irritants, contaminants, pollutants or harmful substances;

unless the discharge, dispersal, release or escape is the result of an instantaneous, identifiable, unintended and unexpected event that takes place in its entirety at a specific time and place;

- II. the unexpected discharge, dispersal, release or escape of any substance referred to in (I) above where a discharge, dispersal, release or escape is expected in the normal course of **your business**.
- + the cost of removing, nullifying or cleaning up pollution;
  - + costs or expenses incurred whether voluntarily or under compulsion for the prevention of pollution.
  - + this policy does not cover any claims, costs or expenses arising directly or indirectly from bodily injury or property damage to:
    - an **employee** that arises out of or in the course of their work;
    - anyone who normally lives with **you**;
    - **your child**.
  - + the cost of correcting defective work;
  - + liability directly or indirectly caused by or arising from **your** internet operations, unless the liability arises out of any material which is already in print by the manufacturer in support of its products which is also reproduced on **your** web site;
  - + liability arising out of the following occupational activities:
    - golf courses
 

this policy does not insure liability for damage to property arising directly or indirectly out of or caused by, through or in connection with landscaping or construction of:

      - I. golf courses;
      - II. greens, fairways or tees at golf courses.
    - farming
 

This policy does not cover any claim for **personal injury** or property damage arising directly or indirectly from farming or contract farming operations which the insured undertakes including but not limited to agistment activities.
  - + a claim that arises out of a fire that was ignited or spread by **you** or on **your** behalf (including through the operation of welding, grinding or other equipment) when a fire ban is in operation or otherwise when in breach of a law, regulation, by-law or ordinance;
  - + activities;

This policy does not cover loss, injury, damage, liability or expense arising directly or indirectly out of the following activities;

- base jumping;
- bungee jumping;
- cage diving;
- canyoneering;
- caving;
- contact sports;
- diving;
- hang gliding;
- helicopter activities;
- heli-hiking/heli-skiing;
- horse riding and other related equine related activities;
- hot air balloon rides;
- hunting;
- ice climbing;
- ice fishing;
- motorcycle/atvs;
- motor sports (motorcycles, quad bikes, speed boats).
- mountain biking;
- mountaineering;
- own **vehicle** in a foreign country;
- parachuting;
- paragliding;
- parasailing;
- polo-playing;
- professional sports;
- racing;
- rappelling;
- rock/rope climbing;
- rodeos;
- scuba;
- skiing and snowboarding;
- snowmobiles;
- stag and hen parties;
- surfing;
- trekking;
- water skiing;
- white water activities (class 3-5 water);
- working holiday ranch and lodges;
- zip line;
- pyrotechnics

This policy does not cover claims, costs or expenses arising directly or indirectly from the use of fireworks or pyrotechnics of any kind.

## How We Pay Claims

### Part A – General liability

**We** will pay those sums that **you** become legally liable to pay as damages and as plaintiff's litigation fees. **We** will not pay more than the **limit of indemnity** plus other costs that are incurred with **our** written consent.

### Part B – Products liability

**We** will pay those sums that **you** become legally liable to pay as damages and as plaintiff's litigation fees. **We** will not pay more than the **limit of indemnity** plus other costs that are incurred with **our** written consent. The **limit of indemnity** is the most **we** will pay in total for all claims that occur in any one period of cover.

## Extra Benefits

### 1. More Than One Insured

When the insured is made up of more than one party each party will be treated as if they had a separate policy provided **our** liability is not increased.

### 2. Property In Your Care Custody or Control

**We** will extend this section to cover loss of or damage to property that is left with **you** for the operation of **your business** other than loss or damage to:

- motor **vehicles**, **caravans** or **trailers** when they are not within **your** premises;
- that part of an item that is damaged by a process to which it has been subjected;
- **your** property.

#### **Please Note:** Innkeepers liability

This policy extends to cover **your** liability for the care, custody and control of third-party property, including the property of paying guest's deposited with **you** specifically for safe custody provided no cover is provided by this extra benefit for property which is not received for safe custody through **your** refusal or default. The limitations of liability stipulated in any Innkeeper's Act or similar legislation will apply whether or not any notice shall have been posted in accordance with that Act or legislation.

The **limit of indemnity** for this benefit is \$250,000 unless a higher limit is shown in the **schedule**.

### 3. Watercraft Used for Functions

**We** will vary *What's Not Covered (2)[c]* to cover **you** when **you** use watercraft that are owned and operated by other people for business and social functions

### 4. Emergency Medical Expenses

**We** will extend this section to cover reasonable expenses of immediate emergency medical assistance to third parties in respect of Injury for which the insured is or may become liable and which could result in a claim under this policy.





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