

Equine Package

Product Disclosure Statement and
Rural Insurance Policy



QM755

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



About this booklet

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

Part A – Product Disclosure Statement (PDS)

Part A of this booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about certain cover, which is available under this Policy.

We are required by law to provide you with a PDS if you are purchasing one of the following products, which are sections of this insurance package:

- Livestock
- General Property

This PDS gives you a summary of the significant benefits and risks associated with each of these covers. Also included in this PDS is information that will apply to all cover under this Policy relating to:

- Duty of Disclosure
- Privacy
- General Insurance Code of Practice
- How to Make a Claim
- Dispute Resolution
- Taxation Implications
- Cancelling your Policy
- Cooling-off Information

You should read these sections carefully.

Part B – Policy Terms and Conditions

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

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

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

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

About EBM

Elkington Bishop Molineaux Insurance Brokers Pty Ltd (EBM) has entered into an arrangement with QBE Commercial to develop financial services products and services that are distributed by EBM to EBM's customers.

About QBE Commercial

QBE Commercial is part of QBE Insurance (Australia) Limited, a member of the QBE Group.

QBE Commercial manages over \$1.5 billion in Total Gross Written Premium and distributes its products through professional general insurance intermediaries. QBE Commercial has built up a strong reputation in the intermediary market and will continue to grow within the QBE Group.

QBE is a household name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

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PART A – PRODUCT DISCLOSURE STATEMENT (PDS) FOR EQUINE INSURANCE PACKAGE POLICY

Insurers

The Policy is underwritten by:

- QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

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

Significant benefits and features

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

- Livestock
- General Property

There are also other types of cover you can choose from. The types of cover you have chosen will be shown on your Policy Schedule.

Livestock

We believe the most significant benefits of this section of the Policy are that it protects your financial investment in your horses if they die due to accident, illness or disease.

We will pay you the value of the dead horse(s) up to the sum insured shown in your Policy Schedule.

The Policy does not cover certain things.

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

We do not cover horses that are more than 12 years old or less than 30 days old unless we specifically agree to this.

We will not pay any amount if the death of the horse is caused by:

- intentional slaughter except for humane reasons as certified by a veterinary doctor
- neglect or wilful injury
- organised racing or hunting
- breeding
- congenital defect
- pre-existing condition.

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

General Property

We believe the most significant benefits of this section of this insurance Policy are that it protects your financial investment in property insured.

The Policy provides cover for physical damage to property insured described in the Policy Schedule.

The Policy does not cover certain things

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

The Policy will not cover loss or damage caused by:

- (a) mechanical, hydraulic, electrical or electronic breakdown, failure or malfunction or any machine or electrical or electronic device
- (b) wear and tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good
- (c) faulty materials or faulty workmanship
- (d) erosion, subsidence or collapse
- (e) computer virus
- (f) data corruption caused by unauthorised amendment or erasure of data.

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

The amount of any claim may be reduced

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

- (a) where an excess applies (any applicable excesses will be shown in your Policy Schedule)
- (b) where you have not requested the insured value of any item to be specifically specified in the Policy
- (c) if you do not comply with any Policy condition.

Significant risks – Livestock and General Property

This product may not match your expectations

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

Your sum insured may not be adequate

It is important that the sum insured you select covers the cost of replacing your insured property (other than livestock) on a new for old basis.

Overdue Premium

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

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

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

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

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

A claim may be refused

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

The cost of this Insurance Policy

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

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

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

Livestock

- sums insured
- what the livestock is used for
- the age of the livestock
- the location of the livestock

General Property

- the sum insured
- the type of property you have chosen to insure.

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

Duty of Disclosure – What you must tell us

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

New business

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

When answering our questions you must be honest.

- **Who needs to tell us**

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

- **If you do not tell us**

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

Renewals, variations, extensions and reinstatements

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

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

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

- **If you do not tell us**

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

Privacy

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

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

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

By providing your personal information to us, you consent to us making these disclosures. Without your personal information we may not be able to issue insurance cover to you or process your claim.

You also have the opportunity to find out what personal information we hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge. If you are in any way dissatisfied with the way we manage your personal information, please ask your Financial Services Provider for a copy of our Privacy Complaints brochure or contact our Privacy Officer.

If you wish to know more about our privacy policy please contact your Financial Services Provider to obtain a copy of the QBE Privacy Information brochure. A copy of the brochure may also be obtained from any QBE Commercial office or from our website at www.qbecommercial.com

The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice. The Code aims to raise standards of practice and service in the insurance industry.

It:

1. promotes better communication between insurers and customers which will lead to better public understanding of insurance to allow customers to make informed choices, and
2. outlines good standards of practice and service to be met by insurers to enhance their reputation for responding efficiently to their customers' needs.

How to make a claim

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

Dispute resolution

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

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

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

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

The Insurance Ombudsman Service (the Service) resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to you. QBE Commercial is bound by the determination of the Service but the determination is not binding on you.

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

Taxation implications

Goods and Services Tax

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

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

Other taxation implications

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

Cancelling your Policy

How you may cancel this Policy

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

How we may cancel this Policy

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

The premium

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

Cooling-off information

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

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

PART B – POLICY TERMS AND CONDITIONS FOR EBM EQUINE INSURANCE PACKAGE POLICY

(This Part does not form part of the product Disclosure Statement)

Insurer

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

Our agreement with you

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

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

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

Your Policy

Your Equine Insurance Package Policy consists of Part B (Terms and Conditions) of this booklet and the Policy Schedule we give you.

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

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

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

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

Providing proof

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

- receipts or other confirmation of purchase and valuations
- receipts or other confirmation of the purchase of your vehicle or any accessories
- all service and repair records.

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

Other party's interests

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

How you can pay your premium

You can pay your premium:

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

Paying your Annual Premium

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

Paying your instalment premium

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

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

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

Details of your instalments are shown on your Policy Schedule.

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

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

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

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

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

Preventing our right of recovery

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

How Goods and Services Tax affects any payments we make

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

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

When you are:

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

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

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

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

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

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

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

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

Words with special meanings

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

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

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

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

Words with special meanings/Types of cover

Word or Term	Meaning
Indemnity value	the cost necessary to replace, repair or rebuild the insured property to a condition substantially the same as but not better nor more extensive than its condition at the time of the loss or damage taking into consideration its age, condition and remaining useful life.
Market value	the cost to buy a vehicle or property of a similar type, age and condition to the damaged or destroyed items at the time of the loss or damage <ul style="list-style-type: none"> adjusted for any special features, and having regard to used prices guides and any other relevant information, but excluding costs and charges for registration, stamp duty transfer and any dealer warranty costs.
Occurrence	an event including continuous or repeated exposure to substantially the same conditions or repeated exposure to substantially the same general conditions which results in personal injury or property damage which you neither expected nor intended to happen.
Open air	outside a building and on the farm and includes: <ul style="list-style-type: none"> non lockable structures, and non lockable parts of the home buildings or farm buildings, or in or on a motor vehicle, motor cycle, trailer, caravan or tent, whether they are locked or not.
Pair, set, collection	two (2) or more articles whose collective value exceeds the sum of their individual values.
Period of insurance	the period shown in the Policy Schedule.
Policy	includes this Policy wording, the Policy Schedule and any future documents issued to you which amend the Policy wording or Policy Schedule.
Policy Schedule	the schedule of insurance, or any future renewal schedule, or endorsement schedule.
Rainwater	rain falling naturally from the sky including rainwater run-off over the surface of the land. Rainwater does not mean Flood.

Word or Term	Meaning
Replacement cost	<ul style="list-style-type: none"> the reasonable and necessary cost of rebuilding, replacing or repairing any lost or damaged property or item to a condition substantially the same as but not better nor more extensive than its condition when new, or at our option, the actual reinstatement, replacement or repair of that property or item.
Storm	violent wind (including cyclones, tornadoes) thunderstorms or hailstorms which may be accompanied by snow or rain.
Watercraft	any vessel, craft or anything made or intended to float on or in or travel through the water.
We, Our, Us	QBE Insurance (Australia) Limited, ABN 78 003 191 035.
You, your	the person(s), companies or firms named on the current Policy Schedule as the 'Insured'.

Types of cover

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

Section 1: Livestock

Section 2: General Property

Section 3: Motor Vehicle

Section 4: Personal/Legal Liability

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

Section 1: Livestock

Words with special meanings

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

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

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

Word or Term	Meaning
Animal(s)	The animal(s) described in the Policy Schedule.
Foal	A horse up to one year of age.
Loss	<p>Death within Australia from accident, illness, disease or following transit, or (with our written consent) for humane reasons and any other event described in the Policy Schedule where such reasons are certified by a veterinarian. 'Loss' also means death arising from destruction by any government or local inspector acting under the authority of any Act relating to animals other than when your animal is suffering from brucellosis or foot and mouth disease, provided that we shall only be liable for the difference between the amount payable under any act and the market value of the animal or the sum insured, whichever is the less.</p> <p>But 'loss' does not mean (unless otherwise shown in the Policy Schedule) death, illness or disease resulting from or caused by:</p> <p>(a) anthrax, anaplasmosis, babesiosis, footrot, Johnes disease, pleuro pneumonia, swine fever, tuberculosis, blue tongue, rinderpest, infectious adeno virus, hepatitis, parvo virus and distemper, caprine arthritis, encephalitis, enterotoxaemia</p> <p>(b) foot and mouth disease and brucellosis unless vaccinated in accordance with veterinary recommendations</p> <p>(c) castration, inoculation, spaying or firing</p> <p>(d) surgical operation unless necessary to preserve the life of the animal</p> <p>(e) improper use</p> <p>(f) wilful neglect or unskilful treatment</p> <p>(g) intentional or wilful injury by you, or</p> <p>(h) arising during transit by air (other than in Australia) or sea.</p>

What you are insured against

You are insured against loss of the animal(s) shown in the Policy Schedule during the period of insurance. We will extend cover to circumstances where the death of the animal occurs within 30 days of expiry of the period of insurance provided that:

- (a) the accident occurred or the illness or disease was contracted during the period of insurance, and
- (b) you advise us of the accident, illness or disease in writing during the period of insurance.

Exclusions applying to this section of the Policy

This Policy does not cover any loss, damage or injury arising from:

1. the introduction of a contagiously diseased or infected animal among your animals, or upon part of the premises where your animals are kept unless you can prove that you were not aware and could not reasonably be expected to be aware of the existence of any contagious disease or infection in the animal
2. allowing your animal(s) to
 - (a) mix with contagiously diseased or infected animals or
 - (b) enter any tainted sheds or buildings or go into or upon any other place where diseased or infected animals may have been unless you can prove that you were not aware or could not reasonably be expected to be aware of the existence of such disease or infection in those animals or where the animals may have been
3. your failure to immediately upon discovery of any of your animal(s) with contagious or infectious disease to completely separate and isolate the infected animal from the remainder of your animal(s) and use all necessary and proper precautions to protect your healthy animal(s) from any change of infection or contagion
4. using your animal(s) for any other purpose other than that specified in the proposal when you applied for this Policy or which you have told us about and we have agreed to the use
5. your failure to provide your animal(s) with:
 - (a) sufficient and proper food, water, care and shelter
 - (b) secure fences, yards, sheds or stabling
6. any surgical operation unless conducted by a veterinarian and the operation is certified by the veterinarian to have been necessitated solely as a result of an accident, disease or illness and necessary to attempt to preserve your animal's life
7. the administration of any medication unless by a veterinarian or experienced personnel directed by the veterinarian
8. where the animal insured is a stallion
 - (a) turning it loose with mares or other animals
 - (b) keeping it in other than a stable, enclosed yard or paddock, when not in use or travelling

Special clauses

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

1. Loss of use (Accidents)

We will insure you against your animal(s) suffering permanent and total impotency or infertility or permanent incapability of natural service as the result of an accident caused solely and directly by violent and external visible means and occurring during the period of insurance.

Provided that:

- (a) you produce evidence satisfactory to us of the condition of your animal(s)
- (b) we will deduct the sum realised from the disposal of your animal(s) from the amount of the claim, and
- (c) the maximum amount we will pay will be the market value of your animal(s) or the sum insured, whichever is the less.

2. Loss of Use (Accident and Illness)

We will insure you against your animal(s) suffering permanent and total impotency or infertility or permanent incapability of natural service as a result of an accident caused solely and directly by violent external and visible means, or illness or disease other than infectious or contagious disease occurring during the period of insurance.

Provided that:

- (a) in the case of illness or disease a period of three calendar months has elapsed from the date of contraction of the illness or disease and the resulting impotency, infertility or incapability of natural service
- (b) you produce evidence satisfactory to us of the condition of your animal(s), and
- (c) the total amount payable will be the market value of your animal(s) or the sum insured whichever is the less, from which amount will be deducted the sum realised,
 - (i) from the disposal of your animal(s), and
 - (ii) under any guarantee of fertility furnished by a vendor at the time of your purchase of the animal(s).

3. Unborn foal

We will insure you against an unborn foal as a foetus being reabsorbed, cast, aborted, stillborn or failing to live for the number of days specified in the Policy Schedule after birth, including loss of the foal due to the death of the mare.

Provided that:

- (a) satisfactory evidence from a veterinarian is produced,
- (b) in the event of twin foals this extension will not apply and we will refund the relevant additional premium paid.

4. Inoculation

We will insure you against loss occurring during the period of insurance consequent upon inoculation.

Provided that:

- (a) the operation of inoculation against redwater and tickfever must be carried out by a veterinarian.

5. Castration

We will indemnify you against death of the insured animal resulting from castration provided that the operation is performed by a veterinarian and provided that such death shall occur within thirty (30) days of such operation and that prior to the operation:

- (a) the animal is in perfect health and fit for the operation
- (b) the animal is free from scrotal hernia
- (c) both organs are present and in the scrotum and can be felt there.

6. Foals (24 hours – 30 days)

The foal described in the Policy Schedule is insured only during the currency of the Policy which is hereby defined as commencing twenty four (24) hours following parturition and terminating when the foal is thirty (30) days old.

7. Foals (31 days – 1 August)

The foal described in the Policy Schedule is insured only during the currency of the Policy which is hereby defined as commencing thirty one (31) days following the parturition and terminating of 1 August next following the date of parturition.

Additional benefits

Additional benefits included in your sum insured.

We will cover:

1. Theft or disappearance

We will insure you against loss by theft or disappearance of the animal resulting in the animal being missing for a continuous period of at least 30 days. We will also cover the cost of advertising for lost animals and the payment of a reward which leads to a recovery will also be paid, subject to a maximum of \$250 per horse on each occasion.

Section 2: General Property

Words with special meanings

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

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

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

Word or Term	Meaning
Property insured	The property described in the Policy Schedule: <ul style="list-style-type: none"> • belonging to you or • for which you are legally liable or • for which you have assumed responsibility to insure prior to the occurrence of any loss or damage and will include any carrying case and usual accessories of the property insured.
Situation	The place where the insured property is normally kept, as shown on your Policy Schedule.

Cover for your property insured

What you are insured against, and what you are NOT

You are insured against accidental damage to property insured described in the Policy Schedule and occurring during the period of insurance.

Accidental damage

Accidental damage means sudden and unforeseen physical loss of or damage to the property insured. Accidental damage does not mean any loss or damage in relation to:

- (a) water from or action by the sea, tsunami, tidal wave, high water and flood
- (b) mechanical, hydraulic, electrical or electronic breakdown, failure malfunction or derangement of any machine or electrical or electronic device
- (c) moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, change in flavour, texture or finish, smut or smoke from industrial operations
- (d) wear and tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good
- (e) error or omission in design, plan or specification or failure of design
- (f) faulty materials or faulty workmanship
- (g) spontaneous combustion, fermentation, heating or any process involving the application of heat

- (h) cessation of work whether total or partial, or cessation, interruption or retarding of any process or operation as a direct result of strikes, labour disturbances or locked out workers
- (i) faults or defects known to you or any employee whose knowledge in law would be deemed to be your knowledge which were and not disclosed to us at the time this insurance was arranged
- (j) erosion, subsidence or collapse
- (k) settling, expansion, shrinkage or seepage
- (l) any other movement of earth
- (m) boiler explosion
- (n) computer virus
- (o) data corruption caused by unauthorised amendment or erasure of data by electronic or non electronic means.
- (p) theft other than,
 - (a) theft or any attempted theft where there has been actual forcible and violent entry to the premises
 - (b) theft or any attempted theft by a person feloniously concealed on the premises at the situation
 - (c) theft where there has been a threat of immediate violence or violent intimidation
 - (d) theft where there has been actual forcible and violent entry to a securely locked vehicle or horse float in which the insured property is contained
 - (e) theft of equipment securely attached to a vehicle through the use of a lock or padlock, which results in visible damage to the securing device.

How we will pay

We will settle any claim you make which is covered by this Policy as follows:

1. where the property insured is declared by us to be a total loss, we will at our option:
 - (a) pay the market value of the property insured at the time it was lost or destroyed, or
 - (b) replace the property insured with property equal to but no better than the property insured was when it was new.
2. where the property insured is damaged but we consider it to be repairable, we will at our option:
 - (a) pay the reasonable cost of repairs, provided that where the loss or damage is confined to a part of the property insured we will only pay for that part plus any costs reasonably and necessarily incurred to dismantle and reassemble the damaged property insured.
 - (b) If we decide that the property insured is uneconomical to repair, we will declare it a total loss and settle your claim in accordance with paragraph 1 above.

3. if, as a result of repairs to property insured, there is a resultant reduction in market value, we will pay the difference between the value after repairs and the market value of the property insured at the time of its damage. However, we will not pay more than the market value at the time of its damage where the total cost of repairs and reduction in market value exceeds the market value.
4. when you make a claim the most we will pay during each period of insurance is the sum insured or limit of liability stated in the Policy Schedule for your property insured.

Additional benefits:

Additional benefits included in your sum insured.

We will cover:

1. Theft in the open air

We will insure you for losses of or damage to property insured resulting from theft, without forcible and violent entry of property in the open air up to an amount of \$250.

Exclusions applying to this section of the Policy

This Policy does not cover:

1. loss or destruction of or damage to any property which is not specified as insured property in the Policy Schedule
2. any consequential loss whatsoever
3. loss or damage caused by your wilful act or a wilful act carried out with your knowledge and consent
4. loss or damage relating to fraudulent or dishonest acts, fraudulent misappropriation, embezzlement, forgery, counterfeiting or induced by deception. However this exclusion will not apply to theft by your employee where there has been forcible and violent entry to premises at the situation or where there has been felonious concealment by someone at those premises
5. loss or damage arising from the detention, confiscation, destruction or requisition by any lawfully constituted authority other than as provided for by this Policy
6. loss or damage arising from unexplained inventory shortages or disappearances resulting from clerical or accounting errors, shortage in the supply or delivery of materials to or from you
7. sporting equipment where loss or damage is due to usage
8. loss or damage due to any process of repairing, restoring, dismantling, testing, experimenting or overloading
9. property insured situated while it is outside Australia
10. loss or damage arising from actual or attempted, kidnapping, bomb threat, threat of contamination, hoax or extortion
11. loss or distortion of data information or records contained on data media in or on any machine when it is property insured and/or the cost of reinstating, replacing, reproducing or restoring such data information or records
12. loss or damage arising from any lawful seizure, expropriation, resumption, confiscation, nationalisation or requisition.

Section 3: Motor Vehicle

This section covers your horse floats and trucks that you choose to insure. If you choose to insure them, they will be listed in the Policy Schedule. We offer you four choices of cover:

- Cover 1 Comprehensive – accidental damage of any kind to your insured vehicle, and third party property damage.
- Cover 2 Third party property damage – damage you cause to other people's property using your vehicle.
- Cover 3 Third party, fire and theft – loss or damage to your vehicle caused by fire or theft and third party property damage.
- Cover 4 Own damage – accidental damage of any kind to your insured vehicle.

If you have chosen to cover your horse floats or trucks the type of cover you have chosen will be shown on your Policy Schedule.

What we insure

Under this section, we insure:

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

The motor vehicles and trailers that you have chosen to insure are shown in the Policy Schedule.

Definitions which apply to this section

Word or Term	Meaning
Motor vehicle	<p>any type of machine on wheels or self-laid tracks which is intended to be self propelled by other than human or animal power or item of mobile farm machinery that you have chosen, and</p> <p>(a) its standard accessories, tools and spare parts</p> <p>(b) driving lights, roof racks, tow bars, bull bars, gates, tarpaulins and chains attached to or within your vehicle</p> <p>(c) other tools and spare parts for your vehicle while in or on your vehicle up to \$250 in total</p> <p>(d) fitted baby seat or capsule</p> <p>(e) A cellular car telephone kit (excluding telephone) or two-way radio</p> <p>(f) any other accessories which you have told us about and we have agreed to insure.</p> <p>Motor vehicle does not mean any:</p> <ul style="list-style-type: none"> • sedan, station wagon or similar vehicle • goods carrying vehicle up to 2 tonnes carrying capacity • motor cycle <p>designed to carry a passenger or passengers.</p> <p>(These vehicles can be insured under a Farm Pack - Personal Policy or a Private/Business Motor Policy).</p>
Dangerous goods	<p>goods as defined by the Australian Code for the Transport of Dangerous Goods by Road and Rail, or</p> <p>(a) any infectious substance, or</p> <p>(b) the following substances or materials in excess of the following quantities:</p> <ul style="list-style-type: none"> • 1,000 litres of petroleum or substances having a closed cup flash point below 23 degrees Celsius • 5 kilograms of explosives • 100 kilograms of compressed gas • 500 litres in total of substances which are toxic chemicals corrosive acids or corrosive alkalis • 500 litres (where a liquid) or 50 kilograms (where a solid) of substances which form explosive mixtures with organic and other readily oxidisable materials, or <p>(c) any two (2) or more substances mentioned in (b) above being carried on your vehicle at the same time if the quantity of any substance carried is more than half the quantity stated above for each substance.</p>

Word or Term	Meaning
Insured vehicles	all the Motor Vehicles and Trailers that you have chosen to insure. They will be listed in the Policy Schedule.
Third party property damage	your legal liability for any damage you cause to other people's property resulting from the use of your insured vehicle.
Total loss	<p>an insured vehicle:</p> <p>(a) where the cost to repair the vehicle plus the value of any salvage (if applicable) exceeds the lesser of the 'market value' or 'sum insured', or</p> <p>(b) which is stolen and not recovered within a reasonable period of time as determined by us.</p>
Trailer	<p>a wheeled trailer that you have chosen to insure which is registered for use on public roads.</p> <p>Trailer does not mean any kind of Caravan.</p>

Cover options

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

Cover 1 – Comprehensive

This insures you for:

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

Cover 2 – Third party property damage only

This insures your legal liability for damage you cause to other people's property.

Cover 3 – Third party, fire and theft

This insures you for:

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

Cover 4 – Own damage

This insures you for accidental damage to, or theft of the insured vehicle only. It does not insure you for third party property damage or personal injury.

How much we will pay

Cover 1 – Comprehensive

If you have chosen comprehensive cover, we will pay the amounts that are shown below:

- third party property damage

We will provide the same cover as is set out for cover 2 – third party property damage (other than the cover for uninsured third party vehicles).

(b) accidental damage including theft

For accidental damage to or theft of your insured vehicle:

- (i) if it is economical to repair the damage, we will pay the cost of repair
- (ii) if it is not economical to repair the damage or your insured vehicle is not recovered following theft, we will pay the lesser of the market value and the sum insured for the insured vehicle.

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

- (iii) if your damaged vehicle is a total loss:
 - We will settle the claim on the basis of market value or sum insured depending on the cover shown on the Policy Schedule
 - We will at our option:
 - replace your vehicle with an equivalent vehicle or pay you its market value or sum insured, whichever is the lesser, at the time of the total loss, and
 - replace all insured accessories or pay you the cost to replace them as new less depreciation.

- (iv) if your damaged vehicle is NOT a total loss:
 - We will repair it to a similar condition to that which it was in before the loss or damage.
 - If it is necessary to repair to a better condition than it was in before the loss or damage, then we may ask you to contribute the additional amount to repair it to the better condition.
 - If you have insured any accessories we will either repair them or pay for the cost to replace them as new, less an amount for depreciation, wear and tear.

(c) New motor vehicle replacement

In the event of your insured vehicle being classed as a total loss, we will at our option replace it with a new vehicle of the same or similar make and model as long as it is available in Australia, provided:

- the period from the date of original registration as a new motor vehicle to the date of the loss did not exceed 12 months, and
- your vehicle was
 - a truck not greater than 5 tonnes carrying capacity or not greater than 7500 kgs gross vehicle mass.
- we obtain the written agreement of any other party with a financial interest in the motor vehicle.

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

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

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

(d) Automatic cover – trailer

In addition to the sum insured, we will pay the lesser of its market value or \$1,000 for damage to any box trailer you own which is not more specifically insured under this section if it is damaged while it is attached to your insured vehicle.

(e) Protection and removal costs

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

- protecting the insured vehicle
- emergency repairs that are necessary to allow you to continue your journey (up to a maximum of \$500)
- removing the insured vehicle to the nearest repairer or place of safety
- re-delivery of the insured vehicle to you from those premises following repair
- cleaning up and removal of debris arising from the site of an accident (up to a maximum of \$10,000).

(f) Travelling, accommodation and expenses

We will pay up to \$1,000 for any reasonable additional travelling and accommodation expenses incurred by you and your family resulting from a claim we accept under this section.

(g) Signwriting

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

If your insured vehicle is a total loss, then we will pay for the replacement of the signwriting on any replacement motor vehicle you purchase.

(h) Theft of personal belongings following an accident:

- (i) personal belongings in a vehicle other than a caravan

If following a collision with another vehicle or theft of your insured vehicle, any of your personal property in your vehicle at the time is stolen, we will pay for the loss of such personal property.

We will pay you the indemnity value of the property stolen, that is the new replacement cost of any item in Australia less an allowance for age, wear, tear and depreciation.

There is NO cover:

- if the vehicle is only broken into while parked
- for money, cheques or negotiables
- for unset gemstones, gold or silver nuggets
- for pets or any living animal, bird or fish
- tools of trade, stock or samples, or
- for mobile phones or two way radios for which there is a fitting installed in the vehicle.

In this clause, personal property means private household or personal possessions belonging to you or any member of your family who normally live with you.

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

(i) automatic 21 day replacement cover

If you dispose of your insured vehicle and replace it within seven days with a similar vehicle, then provided the replacement vehicle is worth less than \$100,000, we will automatically insure it under the same cover for 21 days from the date you acquire it.

If you want to insure the replacement vehicle after this time, you must ask us to do so within the 21 days. You must pay us any premium we require. We may alter the excess.

(j) hire car costs following theft

If your vehicle is stolen, and such theft is covered under this Policy, we will reimburse you for the reasonable cost of hiring a similar vehicle providing you first obtain our approval, but:

- we will not pay for hiring charges incurred after your vehicle is found
- we will not pay for fuel or other running costs
- cover is limited to a total period of 14 days, or 7 weekends
- cover stops once we pay the claim.

The maximum amount we will pay is \$1,000 for any one event.

Cover 2 – Third Party Property Damage

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

(i) accidental property damage

For each accident we will pay:

The amount you (or any person you have allowed to drive, use or be in charge of your insured vehicle), may be held legally liable to pay for accidental damage to property belonging to other people caused by or arising out of:

- the use of your insured vehicle or goods falling from the insured vehicle

- the operation of loading and unloading your insured vehicle but not the collection or delivery of the load to or from your insured vehicle
- the transportation of dangerous goods. The maximum amount we will pay under this clause is \$500,000
- pollution or contamination of buildings or other structures, water, land or the atmosphere. The maximum amount we will pay under this clause is \$500,000
- any person who is driving, using or in charge of your insured vehicle with your permission as if they were you and provided they are not entitled to indemnity under any Policy or statute and provided such cover is not otherwise excluded.

(ii) substitute vehicle or trailer

if your insured vehicle is disabled and you are using a substitute which does not belong to you, we will pay all sums you are legally liable to pay another person for damage to their property which is accidentally caused by the use of the substitute, provided that:

- you are only using one substitute motor vehicle or trailer at the time,
- the substitute vehicle is not already covered under another insurance Policy,
- the substitute is of a similar type to the disabled insured vehicle, and
- the substitute vehicle is not owned by you.

(iii) Compulsory Third Party Insurance gap

we will pay the amount which you or any person driving using or in charge of your insured vehicle with your permission may be held legally liable to pay by way of compensation or damages for death of or bodily injury to persons arising out of the use of your insured vehicle.

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

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

We will not pay if:

- (a) your insured vehicle is not registered.
- (b) you or any person using your insured vehicle
- is wholly or partly covered under any compulsory statutory insurance scheme or accident compensation scheme, or
 - would have been entitled to be covered under any such scheme as it existed at the commencement date of the period of insurance, even though there may have been a change in the law during that period of insurance, or

- would have been entitled to be covered under any such scheme if it were not for the application of any excess or deductible applying under the scheme, or
- would have been entitled to be covered under any such scheme had cover not been refused because you did not:
 - register your insured vehicle
 - apply for cover under the scheme
 - comply with a term or condition of the scheme.

(iv) uninsured trailer

We will also pay all sums you are legally liable to pay another person for damage to their property which is accidentally caused by the use of any trailer being towed by a motor vehicle, provided that:

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

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

(v) your employer's or principal's liability

We will pay the amount your employer, principal or partner may be held legally liable to pay for accidental damage to property belonging to other people as a result of an accident while you are using your insured vehicle on business as long as it is not a use that is excluded by this section under cover 2.

(b) Limit of liability

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

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

Cover 3 – Third party fire and theft

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

(a) third party property damage

we will provide the same cover as is set out for Cover 2 – Third party property damage.

(b) your motor vehicle

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

- if it is economical to repair the damage, we will pay the cost of repair
- if it is not economical to repair the damage or your insured vehicle is not recovered following theft, we will pay the lesser of the market value and the sum insured for the insured vehicle.

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

(c) stolen insured vehicle

if your insured vehicle is stolen, we will, at our option:

- supply a temporary replacement vehicle for up to fourteen days, or
- pay the reasonable cost of hiring a replacement vehicle of a similar type (subject to local availability) until you obtain a replacement vehicle or your insured vehicle is returned to you after repair for up to 14 days hire or a maximum amount of \$1,000.

Cover 4 – Own vehicle

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

(a) accidental damage including theft

for accidental damage to or theft of your insured vehicle:

- if it is economical to repair the damage, we will pay the cost of repair
- if it is not economical to repair the damage or your insured vehicle is not recovered following theft, we will pay the lesser of the market value and the sum insured for the insured vehicle.

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

(b) protection and removal costs

after an accident or theft involving your insured vehicle, we will pay the reasonable and necessary cost of:

- protecting the insured vehicle
- emergency repairs that are necessary to allow you to continue your journey (up to a maximum of \$500)
- removing the insured vehicle to the nearest repairer or place of safety
- re-delivery of the insured vehicle to you from those premises following repair
- cleaning up and removal of debris arising from the site of an accident (up to a maximum of \$10,000).

The maximum amount we will pay

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

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

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

Excess

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

Standard excess

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

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

Driver experience excesses

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

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

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

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

Undeclared driver's excess

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

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

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

You will not have to pay this excess if:

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

No undeclared driver excesses are payable for the following vehicles:

- (a) mobile farm machinery
- (b) any unregistered cycle, and
- (c) caravans.

When no excess applies

You will not have to pay any excess if:

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

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

Exclusions which apply to this section

We will not pay for:

1. any international or interstate freight charges or more than the manufacturer's latest price for parts which are not available locally (unless these costs are incurred with our consent)
2. If your vehicle has been imported and any part is not available in Australia, more than the cost of parts used in the repair of your vehicle up to the manufacturer's recommended list price in Australia. However if such list is not available, we will only pay for the cost of the parts plus the cost of freight such parts by sea transport
3. loss of use, depreciation, wear and tear, rust or corrosion
4. any structural failure, mechanical, electrical, electronic or hydraulic breakdown failure or breakage. However we will cover damage to your vehicle if an accident occurs to your vehicle resulting from structural failure, mechanical, electrical, electronic or hydraulic breakdown failure or breakage, or faulty design or workmanship, if such loss is otherwise covered by this section
5. damage to tyres caused by the application of brakes or by punctures, bursts or road cuts
6. any loss or damage due to failure to take reasonable steps to ensure the safety of the insured vehicle
7. any loss or damage, if your vehicle was not reasonably secured against further damage or theft, following an accident
8. theft or any malicious act, committed by:
 - any person who is insured by this Policy or in collusion with any person insured by this Policy, or
 - any person or entity to whom the insured vehicle is lent, leased or hired.
9. loss or damage caused by lawful repossession, seizure or other operation of law
10. monetary loss incurred by you through contractual or financial arrangements involving your insured vehicle

Section 3

11. loss or damage to your caravan, annexe and personal belongings when:
 - left unattended for more than 24 hours at a place other than your farm, or a recognised caravan park with a resident manager or caretaker
 - let out on hire
 - your caravan is being used other than for private purposes.
12. loss suffered as a result of inability to use your caravan
13. any claim for liability for property damage or personal injury to others if your insured vehicle is not registered at the time of the accident
14. any claim caused by vibration or the weight of your insured vehicle and its load
15. any claim for property damage caused by or arising from the use of your insured vehicle or anything attached to it as a tool of trade for any form of reward
16. property damage or bodily injury or liability for more than \$500,000 for loss or damage or liability in respect of any one accident or series of accidents arising out of any one event from the transport of dangerous goods
17. any liability for loss or damage to any vehicle other than your own, which is being used to tow a caravan insured by this section
18. any claim if at the time of the loss or accident your insured vehicle was used to carry a number of passengers in excess of that for which your insured vehicle was constructed, registered or licensed
19. any claim if at the time of the loss or accident your insured vehicle was carrying a load in excess of that for which it was designed, registered or licensed
20. any claim if at the time of the loss or accident your insured vehicle was being:
 - tested other than in connection with or while undergoing service or repair
 - used in any experiments
 - used in or prepared for reliability trials, speed trials, hill climbing tests, rallies, races or other motor sports events or demonstrations
 - used in or prepared for any stunt for film, video or audio recording, or
 - used while in an unroadworthy or dangerous condition.
21. any claim if at the time of the loss or accident your insured vehicle:
 - was used otherwise than in accordance with the description of use stated in the Policy Schedule
 - was used for the conveyance of passengers for hire, fare or reward other than under a private pooling arrangement
 - was let out on hire
 - formed part of your stock in trade
 - was used in the business of a motor driving school
 - was used for the business or occupation of the collection and delivery of goods articles or livestock for reward unless noted in the Policy Schedule.
22. any claim if at the time of the loss or accident:
 - you or any person driving or riding with your consent was not licensed to drive or ride your insured vehicle under any law, or
 - your insured vehicle was being driven or ridden on a public road by a person who was not licensed to drive or ride the insured vehicle on a public road.
23. any claim if at the time of the loss or accident you or any person were driving your insured vehicle:
 - under the influence of, or when impaired by any drug or intoxicating liquor, or
 - when the percentage of alcohol in the breath or blood was in excess of that permitted by law

but if you can prove you did not know that the driver of your insured vehicle was so affected, we will indemnify you.
24. any claim for damage if, following an accident involving your insured vehicle, you or any person entitled to cover under this section refused to submit to a test to determine the percentage of alcohol in the breath or blood when requested to do so
25. any claim for loss or damage resulting from the use of a fuel system that does not comply with the appropriate Australian Standard code
26. any claim for loss or damage resulting from or occasioned by you (or any person entitled to cover under this Policy) stealing, converting, absconding with or otherwise misappropriating your insured vehicle or deliberately inflicting damage with or to your insured vehicle
27. loss or damage resulting from theft due to trickery or deception
28. any additional costs, such as but not limited to hire car costs, (other than those covered elsewhere in this Policy), because you cannot use your insured vehicle even though your insured vehicle may not be available following loss or damage covered under this section
29. any loss, damage or liability if any articulated motor vehicle covered under this section is, at the time of an accident, being driven by or is in the charge of a person who is under 25 years of age
30. any loss, damage or liability if any rigid body motor vehicle with a carrying capacity of 8 tonnes or greater is, at the time of an accident, being driven by or is in the charge of a person under 21 years of age
31. any loss or damage under cover 1 of this section if, at the time of an accident, your crane was lifting, lowering, carrying or suspending a load in excess of that for which it is constructed to, or for which it is licensed to lift, lower, carry or suspend

32. any loss, damage, or liability under cover 2 of this section arising out of the use of your crane if at the time of accident, it is lifting, lowering, carrying or suspending any object
33. any breakage of or damage to boring equipment while the boring machine is in operation
34. any breakage of or damage to the blades of mobile farm machinery while in operation
35. any loss or damage or liability in respect of any underground sewers, water pipes, gas pipes, electric wire cables or their supports, including any transmission cables and their supports or any other underground pipes or cables or their supports.

Conditions which apply to this section

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

Maintenance

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

Repairs

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

Cancellation/salvage

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

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

Alterations

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

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

General average

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

Accident or loss occurring within 9 weeks of renewal

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

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

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

Special clauses

Only those clauses shown in the Policy Schedule will apply.

- **Dangerous goods**

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

- **Radius restriction**

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

- **Windscreen protection clause**

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

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

- **Off road clause**

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

- **Theft clause**

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

- **Protected no claim bonus clause**

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

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

Section 4: Personal Liability

What you are insured against

We insure you against any claim for compensation or expenses which you become legally liable to pay for:

- (a) personal injury
- (b) property damage

Occurring during the period of insurance, anywhere in the world not related to the ownership of your home.

Words with special meanings

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

Word or Term	Meaning
Aircraft	any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
Deductible	the amount you first bear in relation to each occurrence. The deductible applies to all amounts payable under this Policy.
Employee	any person engaged under a contract of or for service or apprenticeship with the insured designated in the Policy Schedule but does not include any person employed under such contract who is excluded from the definition of 'worker' under any workers' compensation legislation.
Employment practices	any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination directly or indirectly related to employment or prospective employment of any person or persons by you.
Hovercraft	any vessel, craft or thing made or intended to float on or in or travel on or through the atmosphere or water.
Internet operations	(a) transfer of computer data or programs by use of electronic mail systems by you or your employees, including part-time and temporary staff, contractors and others within your organisation whether or not such data or programs contain any malicious or damaging code, including but not limited to computer virus, worm, logic bomb, or trojan horse (b) access through your network to the world wide web or a public internet site by your employees, including part-time and temporary staff, contractors and others within your organisation

Word or Term	Meaning
Internet operations (continued)	(c) access to your intranet (meaning internal company information and computing resources) which is made available through the world wide web for your customers or others outside your organisation, and (d) the operation and maintenance of your web site.
Limit of liability	the applicable limit of liability specified in the Policy Schedule.
Occurrence	an event which results in personal injury or property damage, neither expected nor intended from your standpoint. All personal injury or property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be construed as arising out of one occurrence.
Pollutants	any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
Property damage	(a) physical damage to or loss or destruction of tangible property including any resulting loss of use of that property, or (b) loss of use of tangible property which has not been physically damaged, lost or destroyed provided such loss of use is caused by an occurrence.
Territorial limits	Anywhere in the world.
Watercraft	Any vessel, craft or thing made or intended to float on or in or travel on or through or under water.
Your vehicle	any type of machine on wheels or self laid track made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine. The vehicle is described on the Policy Schedule.

What you are not insured against

We do not insure you:

- (a) against fines, penalties, or punitive, aggravated, multiple or exemplary damages.

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

- (a) any agreement, unless liability would have attached to you or your family if that agreement did not exist
- (b) personal injury to you or to any person who normally lives with you.

We consider that a person normally lives with you, if that person:

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

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

- (c) personal injury to anyone employed by you or by someone who normally lives with you if the death or injury arises out of their employment
- (d) damage to property belonging to you or any person who normally lives with you or to your or their employees
- (e) any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme
- (f) the ownership, custody, or use of any lift, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 4 metres in length (except canoes, surfboards, surf skis or sailboards) or motorised watercraft in excess of 10 horsepower
- (g) the conduct of any activity carried on by you for reward
- (h) building work, construction or demolition of a building
- (i) death or bodily injury to any person arising out of pregnancy or the transmission of any communicable disease by you
- (j) any liability caused by or arising directly or indirectly, out of or in connection with the actual or alleged use or presence of asbestos
- (k) any personal injury arising directly or indirectly out of or due to the inhalation or ingestion of, or exposure to tobacco or tobacco smoke
- (l) any personal injury or property damage arising, directly or indirectly, out of, or in any way involving your internet operations, or
- (i) property damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
- the use of any computer hardware or software
 - the provision of computer or telecommunication services by you or on your behalf

- the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.

but this exclusion does not apply to:

- (ii) personal injury or property damage arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site, or
- (iii) liability which arises irrespective of the involvement of your internet operations, and

nothing in this exclusion shall be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion.

- (m) the ownership of land, buildings or structures
- (n) loss, damage or injury intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family
- (o) the lawful seizure, confiscation, nationalisation or requisition of the property insured
- (p) destruction of or damage to property by any government or public or local authority
- (q) the ownership or use of any motor vehicle
- (r) any act or omission that is knowingly illegal, dishonest, fraudulent, wilful, malicious or done with reckless disregard for their consequences by you, your family or a person acting with your consent.

What we will pay

- (a) We pay up to \$10,000,000 for any one occurrence.
- (b) We do not pay more than this amount in total under all policies we have issued to you which cover the same liability.
- (c) In addition to this amount, we pay legal costs for which we have provided prior written approval.

What you must pay if you make a claim – Excess

Applies to all sections of this Policy

‘Excess’ means the first amount you must contribute to any claim you make under this Policy.

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

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

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

When you are not covered

These exclusions apply to all sections of this Policy

General exclusions applying to this Policy

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

1. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
2. (a) in respect of: Section 3 – Motor Vehicle in respect of passenger vehicles, utilities and motorcycles used for private purposes only:

Any act(s) of terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

- (b) in respect of all other Sections of this policy (including, in respect of Section 3, vehicles other than passenger vehicles, utilities and motorcycles used for private purposes only):

Any act(s) of Terrorism

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

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

3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

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

Additional exclusions applying to this Policy

This Policy does not cover:

1. loss or damage to electronic data.

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

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

2. any cost unless it is specifically listed in the Policy
3. replacement of undamaged property
4. any claim which arises from any deliberate act committed by you or your family or by any person acting for you or with your express or implied consent
5. claims which arise out of venereal disease, herpes, acquired immune deficiency syndrome (AIDS) or other communicable disease
6. punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages
7. fines, or penalties, or liquidated damages.

Special clauses

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

General conditions

These general conditions apply to all sections of this Policy

Changing your Policy

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

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

Other interests

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

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

Cancelling your Policy

How you may cancel this Policy

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

How we may cancel this Policy

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

The premium

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

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

Notices

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

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

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

Alteration of risk

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

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

You must tell us

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

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

Mortgagee's rights

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

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

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

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

Claims

Making a claim

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

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

When loss or damage occurs you must:

- take all reasonable steps to reduce the loss or damage and to prevent further damage
- immediately report to the Police:
 - if you know or suspect that property has been stolen
 - if someone has broken into your premises
 - if someone has caused malicious damage to your property
 - full details surrounding the circumstances of any motor vehicle accident.
- if the loss or damage involves another motor vehicle, obtain the name and address of the other driver and (if different) the name of its owner, and the make, type and registration number and details of the insurance on the other vehicle

- (d) not authorise the repair or replacement of anything without our agreement
- (e) not make any admission of liability, offer, promise or payment in connection with any event
- (f) promptly inform us by telephone or in person
- (g) preserve any damaged property and make it available for inspection by a representative or agent of ours (including a loss adjuster).

To make a claim you will need to:

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

Proceedings and negotiations

We control all claims that are made against you.

You must give us all information and assistance we need:

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

You must allow us:

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

Discharge of our liabilities

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

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

If we do so:

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

Excess

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

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

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

Inspection and salvage

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

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

Automatic reinstatement

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

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

Other insurances

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

Contribution

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

What we do

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

What can affect a claim

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

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

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

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

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