

# General Property

**QBE Insurance (Australia) Limited**

Product Disclosure Statement and Commercial Accident Insurance Policy



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## About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

We may need to update information in this PDS. If we need to do this, we'll either send you a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

### For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- Your financial services provider. The details for your financial services provider are set out in their FSG.

### To make a claim

To make a claim, you should also contact your financial service provider.

### About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.



## Important Information

The information provided in this section includes high level information about the Policy including privacy, our dispute resolution process, how to make a claim and other relevant information.

The Policy Wording section sets out the detailed terms, conditions and exclusions relating to the Policy.

This Policy may be accompanied by a Policy Schedule which will set out the specific terms applicable to the cover.

## Duty of disclosure

Before you enter into an eligible contract of insurance with us, you have a duty of disclosure under the *Insurance Contracts Act 1984* (Cth).

We may ask you questions that are relevant to our decision to insure you and on what terms. If we do, you must tell us anything that you know and that a reasonable person in the circumstances would include in their answer.

You have this duty until we agree to insure you.

### If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

## The cost of this policy

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium we take a number of factors into account, including:

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

## Cooling-off information

If you change your mind within 21 days of buying your Policy, you can cancel it and receive a full refund. Naturally, this doesn't apply if you've made or are entitled to make a claim. Even after the cooling off period ends, you still have the right to cancel your Policy. However, we may deduct some costs from any refund, as set out in the Policy Wording under 'Cancelling your Policy'.

- Your financial services provider. The details for your financial services provider are set out in their FSG.

## General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

## Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing

claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

## Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

### Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

#### Step 1 - Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

#### Step 2 - Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

#### Step 3 - Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

#### *Disputes not covered by the FOS Australia Terms of Reference*

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

#### *Privacy complaints*

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

## Contacting QBE's CCU, FOS or the OAIC

### How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> <li>• <a href="mailto:complaints@qbe.com">complaints@qbe.com</a>, to make a complaint.</li> <li>• <a href="mailto:privacy@qbe.com">privacy@qbe.com</a>, to contact us about privacy or your personal information.</li> <li>• <a href="mailto:customercare@qbe.com">customercare@qbe.com</a>, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, PARRAMATTA NSW 2124

### How to contact FOS Australia

Phone	1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays)
Email	<a href="mailto:info@fos.org.au">info@fos.org.au</a>
Online	<a href="http://www.fos.org.au">www.fos.org.au</a>

### How to contact the OAIC

Phone	1300 363 992 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## Financial claims scheme

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

More information may be obtained from the Australian Prudential Regulation Authority (APRA).

### How to contact APRA

Phone	1300 558 849 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	<a href="http://www.apra.gov.au">www.apra.gov.au</a>

## Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

## Our agreement

Your Policy is an agreement between you and us, made up of:

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

### Excesses

You must pay any excesses which apply to your claim. The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

### How much we'll pay

The most we'll pay for a claim is the sum insured which applies to the cover or section you're claiming under, less any excess.

## Paying your premium

You can pay your premium to your financial services provider in accordance with their usual business practices. Your due date for payment is set out in your Policy Schedule.

You must pay your premium by the due date shown on your Policy Schedule. If we don't receive your premium by the date, or if your payment is dishonoured, this Policy won't operate and there will be no cover.

## Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

Word or term	Meaning
Market value	the cost to buy property of a similar type, age and condition to the damaged or destroyed item at the time of the loss or damage: (a) adjusted for any special features, and (b) having regard to used prices guides and any other information.
Period of insurance	The period shown in the Policy Schedule.
Policy Schedule	The schedule of insurance, or any endorsement schedule we give you.
Property insured	The property described in the Policy Schedule: • belonging to you, or • for which you have assumed responsibility to insure prior to the occurrence of any loss or damage

Word or term	Meaning
	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.
We, our, us	QBE Insurance (Australia) Limited, ABN 78 003 191 035 AFSL 239 545.
You, your	The person(s), companies or firms named on the current Policy Schedule as the 'Insured'.
Your family	Any member of your family who lives permanently with you, including your partner.

## Cover for your property insured

You're insured against physical loss or damage to property insured caused by any insured peril described in the Policy Schedule and occurring during the period of insurance.

### Insured perils

You can choose cover for any or all of the insured perils defined below. Each of the insured perils is optional. you will only be covered for an insured peril if it is shown on your Policy Schedule.

### 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:

- fire, burglary, theft, malicious damage and extraneous perils;
- water from or action by the sea, tsunami, tidal wave, high water and flood;
- mechanical, hydraulic, electrical or electronic breakdown, failure malfunction or derangement of any machine or electrical or electronic device;
- 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
- wear and tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good;
- error or omission in design, plan or specification or failure of design;
- faulty materials or faulty workmanship;
- spontaneous combustion, fermentation, heating or any process involving the application of heat;
- 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;
- 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;
- erosion, subsidence or collapse;
- settling, expansion, shrinkage or seepage;
- any other movement of earth;
- boiler explosion;
- computer virus;
- data corruption caused by unauthorised amendment or erasure of data by electronic or non electronic means.

### Collision or overturning of vehicle

Collision or overturning of vehicle means damage to property insured caused by the collision or overturning of any conveying vehicle.

## Theft

Theft means the stealing or other dishonest appropriation of property insured with the intention of permanently depriving you of it and caused by:

- (a) theft or any attempted theft where there has been actual forcible and violent entry to the premises at the situation;
- (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 in which the insured property is contained.

## Fire

Fire means the physical loss or destruction or damage to property insured caused by:

- (a) fire, provided that the fire was not caused by:
  - spontaneous fermentation or heating, or
  - undergoing any process involving the application of heating, or
  - undergoing any process involving the application of heat
- (b) lightning or thunderbolt
- (c) civil authorities through attempts to prevent the spread of fire.

## Flood

The word 'flood' means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- (a) a lake (whether or not it has been altered or modified);
- (b) a river (whether or not it has been altered or modified);
- (c) a creek (whether or not it has been altered or modified);
- (d) another natural watercourse (whether or not it has been altered or modified);
- (e) a reservoir;
- (f) a canal;
- (g) a dam.

## Malicious damage

Malicious damage means any loss or damage to the property insured caused with intent and without your consent by persons other than your employees, tenants or your family.

## Extraneous perils

Extraneous perils means physical loss or destruction of or damage to property insured caused by:

- (a) aircraft or other aerial devices or articles dropped from them, sonic boom;
- (b) earthquake, subterranean fire, volcanic eruption;
- (c) storm, tempest, rainwater, wind or hail but not:
  - by water from or action of the sea, tsunami, tidal wave, high water and flood,
  - to gates, fences, retaining walls, textile awnings and blinds,
  - to property in the open air unless the property is part of a permanent structure designed to function without the protection of walls or a roof,
  - by erosion, subsidence, landslide or any other earth movement,
- (d) water, liquids or substances discharged, overflowing or leaking from apparatus, appliances, pipes or other systems;
- (e) riots, civil commotions, strikes or locked out workers or persons taking part in labour disturbances, malicious persons other than your employees, tenants or your family or any lawfully constituted authority in connection with any of these acts, but not by:
  - total or partial cessation of work, or
  - cessation, interruption or retarding of any process or operation as a direct result of strikes, labour disturbances or locked out workers,
- (f) explosion or implosion but not damage to boilers (other than boilers used for domestic purposes only), economisers, vessels under pressure or their contents resulting from their own explosion;
- (g) impact by:

- vehicles, but not watercraft,
- animals.

## How we'll pay

We'll 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, at our option we'll:
  - (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, at our option we'll:
  - (a) pay the reasonable cost of repairs, provided that where the loss or damage is confined to a part of the property insured we'll 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'll 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 won't 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'll pay during each period of insurance is the sum insured or limit of liability stated in the Policy Schedule for your property insured.

## General exclusions

These general exclusions apply to all sections of 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. 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 of the day 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) of the day or de facto, and which:
  - involves violence against one (1) 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, 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.

## Sanctions limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

### Additional exclusions applying to this 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.
13. 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.

## General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

### Assistance and co-operation

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
- Be truthful and frank
- Not behave in a way that's abusive, dangerous, hostile, improper or threatening
- Co-operate fully with us, even after we've paid a claim.

### Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor. At all times, you must:

- Prevent damage to property insured, as well as to others and their property
- Minimise the cost of any claim under your Policy
- Comply with all laws.

### Other interests

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

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

### Other party's interests

You must tell us of the interest of all parties (eg financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule.

## Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

### What you must do

If an event happens which may give rise to a claim under this Policy you must:

- tell your financial services provider as soon as possible. You will be provided with a claim form and advice on the procedure to follow,
- notify the police immediately if any of your property insured is lost, stolen, or maliciously or intentionally damaged,
- supply us with all information we require to settle the claim,
- take all reasonable precautions to prevent further loss, damage or liability,
- not negotiate, admit, repudiate or pay any claim by any person,
- co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person,
- notify us in writing of any insurance or insurances covering any of the property insured by this Policy.



## 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 Wording or on 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 (1) section of the Policy.

## Contribution

If at the time of any loss, damage or liability there's any other insurance (whether effected by you or by any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

## Other insurance

You must notify us of any other insurance which will or may, whether in whole or in part, cover any loss insured under your Policy.

## Preventing our right of recovery

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your Policy, we won't cover you for that loss, damage or liability.

## Providing proof

You must be able to prove to us you've suffered a loss covered by your Policy before we'll pay you for it. We may ask you for this proof if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following:

- Receipts
- Valuation certificate
- Owner manuals or warranty books.

## Recovery action & uninsured loss

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

## Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after you make, and we agree, to pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds. We may choose to sell the items or materials to you, provided you agree to pay market price.

## Subrogation

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

## Taxation implications

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- Your ABN
- The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

## Other terms

These other terms apply to how your Policy operates.

## Cancelling your Policy

You can cancel your Policy at any time by telling us. If there are other people named as insured on your Policy, we only need a request to cancel it from one of you.

We may cancel your Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date) by informing you in writing.

We'll give you notice in person or send it to your address (including an electronic address) last known to us.

If you've paid your premium in advance, we'll refund you the proportion of the premium for the remaining period of insurance, less any administration fees.

## Changing your Policy

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

## Notices

Any notice we give you will be in writing, and will be effective once it's delivered to you personally or to your last known address (including when it's an electronic one).

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

