



QBE Insurance (Australia) Limited

General Property

Product Disclosure Statement and Commercial Accident Insurance Policy

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

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Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείσθε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पॉलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹੱਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦੱਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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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.

Information in this PDS might change. If the change is adverse then we'll issue a supplementary PDS or a new PDS at renewal. You can get an up-to-date paper copy of all updates (whether adverse or not adverse) at no charge by us, 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

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886. Our purpose is to give people the confidence to achieve their ambitions.

Important Information

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

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

This Policy may be accompanied by a Policy Schedule which sets out any applicable specific terms.

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 period

If you change your mind about your Policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and we'll give you a full refund. If you cancel your Policy in these circumstances, you will have no cover under the Policy.

You can also cancel your Policy outside the cooling off period, see 'Cancelling your policy'.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at codeofpractice.com.au

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at qbe.com/au

Privacy

We take the security of your personal information seriously.

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 ways we could use it. To get a copy at no charge by us, please visit 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.

Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

Step 1 – Talk to us

Your first step is to get in touch with the team looking after your Policy or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

Step 2 – Customer Care

If your complaint isn't resolved by the team looking after your Policy or claim, you can ask them to refer your complaint on to our Customer Care team or you can contact Customer Care directly.

Step 3 – Internal Dispute Resolution

If your complaint isn't resolved by Customer Care, or indeed at any time, you can ask for your complaint to be escalated for review by our Internal Dispute Resolution (IDR) team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

Step 4 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final IDR decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA.

Disputes not covered by the AFCA Rules

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not happy with how we've handled your personal information, call or email Customer Care.

If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE's Customer Care Unit, AFCA 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"> complaints@qbe.com, to make a complaint. privacy@qbe.com, to contact us about privacy or your personal information. customer care@qbe.com, to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

How to contact AFCA

Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority Limited, GPO Box 3, Melbourne VIC 3001

How to contact the OAIC

Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au
Post	GPO Box 5218, Sydney NSW 2001

Financial Claims Scheme

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

How to contact APRA

Phone	1300 558 849. Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	info@apra.gov.au
Online	www.apra.gov.au/financial-claims-scheme-general-insurers

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 you don't pay the premium your Policy may be cancelled and we'll write to you via your insurance intermediary to let you know when this will happen.

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
Cyber Incident	shall include: <ul style="list-style-type: none"> (a) unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof; (b) malware or similar mechanism; (c) programming or operator error whether by the insured or any other person or persons; (d) any unintentional or unplanned – wholly or partially - outage of the insured's computer system not directly caused by physical loss or damage; (e) affecting access to, processing of, use of or operation of any computer system or any electronic data by any person or group(s) of persons.
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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> • belonging to you, 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.
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:

- (a) fire, burglary, theft, malicious damage and extraneous perils;
- (b) water from or action by the sea, tsunami, tidal wave, high water and flood;
- (c) mechanical, hydraulic, electrical or electronic breakdown, failure malfunction or derangement of any machine or electrical or electronic device;
- (d) 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
- (e) wear and tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good;
- (f) error or omission in design, plan or specification or failure of design;
- (g) faulty materials or faulty workmanship;
- (h) spontaneous combustion, fermentation, heating or any process involving the application of heat;
- (i) 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;
- (j) 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;
- (k) erosion, subsidence or collapse;
- (l) settling, expansion, shrinkage or seepage;
- (m) any other movement of earth;
- (n) boiler explosion;
- (o) computer virus;
- (p) 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 (not economical to repair), we will either:
 - (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 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;
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

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

Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is illegal for us to do so.

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 losses (including but not limited to any loss of profit, loss of use of any plant or facility, loss of opportunity, loss of goodwill, loss of contract);
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, damage, liability, claim, cost or expense directly or indirectly caused or contributed to 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 or Cyber Incident;
 - (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,
- upon becoming aware of any of your property insured being lost, stolen, or maliciously or intentionally damaged notify the police as soon as practicable and provide details of the report to us. We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss,
- 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.

How claims administration and legal proceedings are undertaken

When we pay a claim under your Policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance. This may include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid. During the administration, conduct or settlement of the recovery, you can seek an update on the status of proceedings and we will consult you where appropriate.

When we pay a claim and some of the loss isn't covered by your Policy, we may offer to try to recover that loss for you when we take any steps to recover the covered loss. We can only do so if you agree to give us documents that support your loss and agree with us on how we'll handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take. We will talk to you about these steps before we take them.

If you've received a benefit under your Policy that you were not entitled to, we reserve the right to recover from you the amount we have paid. If we decline a claim for fraud, we reserve the right to recover our reasonable administration, investigation and legal costs.

We'll also report any suspected fraudulent act to the Police for further investigation.

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

section of the Policy.

Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to you or 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).

Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by your Policy that you won't hold them responsible then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.

Providing evidence and information

You must be able to demonstrate you've suffered a loss covered by your Policy for your claim to be accepted. We may ask you for this information if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following records:

- police reports;
- medical reports;
- proof or evidence of loss or damage;
- proof or evidence of ownership;
- receipts or tax invoices evidencing confirmation of purchase;
- valuation certificate;
- owner manuals or warranty books;
- all service and repair records.

We won't pay any claim when the only proof or evidence of ownership is:

- A photograph
- A photocopy of any documentation
- A copy of information downloaded from the internet

Unless you also submit a statutory declaration in support of these items attesting to you being the owner of the item(s) you're claiming for.

Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after we pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds.

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 may 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 or if you told us something that you knew to be incorrect or untrue during your application for cover) by informing you via your insurance intermediary 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 and your Policy is cancelled, we'll refund you the proportion of the premium for the remaining period of insurance, less any non-refundable government fees, duties or charges.

If you make a fraudulent claim on your Policy, we can cancel it and we won't provide any refund.

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. In the case of notices by email, we'll consider an email to be received by you when it enters your mail server, but in any event no later than 24 hours from the time it's sent out of our data system.

It's your responsibility to make sure we have your current email and mailing address on record, so you must let us know as soon as these change.

