Residential Students
Home Contents

Home & Contents Insurance Policy
RESIDENTIAL STUDENTS
HOME CONTENTS POLICY

Insured events

Welcome to QBE Commercial
In this Policy booklet you’ll find all the information you need to know about the type of cover(s) available, our terms and conditions, and making a claim.

Please read this booklet and make sure that you are satisfied with what we offer.

Unless we have already agreed to issue a Cover Note, insurance protection only begins when we receive and accept your completed application form and the premium.

This booklet and the insurance schedule we send you form your legal contract with us, so please keep them together in a safe place.

Please do not hesitate to contact your broker or agent if you have any questions about this Policy booklet or your insurance cover.

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.

Index

<table>
<thead>
<tr>
<th>Important information</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurer</td>
<td>2</td>
</tr>
<tr>
<td>Our agreement with you</td>
<td>2</td>
</tr>
<tr>
<td>Words with special meanings</td>
<td>2</td>
</tr>
<tr>
<td>Duty of Disclosure</td>
<td>2</td>
</tr>
<tr>
<td>Your Policy</td>
<td>3</td>
</tr>
<tr>
<td>Providing proof</td>
<td>3</td>
</tr>
<tr>
<td>Preventing our right of recovery</td>
<td>3</td>
</tr>
<tr>
<td>Cooling-off information</td>
<td>3</td>
</tr>
<tr>
<td>Goods and Services Tax</td>
<td>3</td>
</tr>
<tr>
<td>General exclusions applying to this policy</td>
<td>3</td>
</tr>
<tr>
<td>Privacy</td>
<td>4</td>
</tr>
<tr>
<td>The General Insurance Code of Practice</td>
<td>4</td>
</tr>
</tbody>
</table>

Contents cover

| What Contents means | 4 |
| What Contents does not mean | 4 |

What you are insured against

| Fire or explosion   | 5 |
| Storm               | 5 |
| Lightning or thunderbolt | 5 |
| Earthquake          | 5 |
| Theft               | 5 |
| Malicious acts      | 5 |
| Riot or civil commotion | 5 |
| Escaping liquids    | 5 |
| Impact              | 5 |
| Breakage of glass or ceramic materials | 6 |
| Fusion              | 6 |
| Spoillage of food   | 6 |

Date of preparation: 17 September 2004
Date effective: 1 January 2005
QM479-0105
Contents cover

Index

| How and how much we will pay | 6 |
| Limits on how much we will pay | 6 |
| Excess | 6 |
| Additional benefits | 7 |
| 1. Illegal use of credit card or financial transaction card | 7 |
| 2. Loss of rent or cost of temporary accommodation | 7 |

What you are not insured against | 7 |

**Legal liability** | 7 |
| What you are insured against | 7 |
| Additional benefit (Motor vehicle liability) | 7 |
| What you are not insured against | 8 |

**General Conditions** | 8 |
| Changes | 8 |
| Cancellation | 8 |
| Care and maintenance | 8 |

**Claims** | 8 |
| What you must do | 8 |
| What you must not do | 9 |
| What we do | 9 |
| What can affect a claim | 9 |
| If you have a concern | 9 |

RESIDENTIAL STUDENTS HOME CONTENTS POLICY

**Insured events**

**Important information**

**Insurer**
The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 62 Pitt Street, Sydney.

**Our agreement with you**
This Policy is a legal contract between you and us. You pay us the premium, and we insure you against loss, damage or liability as set out in the Policy, occurring during the period of insurance shown on your schedule or any renewal period.

**Words with special meanings**

<table>
<thead>
<tr>
<th>Word or term</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>We, our, us</td>
<td>QBE Insurance (Australia) Limited, ABN 78 003 191 035.</td>
</tr>
<tr>
<td>You, your</td>
<td>any person shown on the current schedule as the insured.</td>
</tr>
</tbody>
</table>

Some other words have special meanings, and these are explained where they occur in the Policy.

**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.

**Your Policy**
Your contents Policy consists of this booklet and the schedule attached to it.
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 broker or agent.
The address and telephone number of your QBE Commercial branch are on the schedule.

**Providing proof**
You should keep your Policy in a safe and convenient place, and also keep receipts or other evidence of ownership and value of items you have insured on the application and other items of significant value.

**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.

**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.

**How Goods and Services Tax affects any payments we make**
The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.
The sum insured and other limits of insurance cover shown on your Policy documentation are GST inclusive.
When we pay a claim, your GST status will determine the maximum amount we pay.
When you are:
(a) not registered for GST, the maximum amount we pay is the sum insured or the other limits of insurance cover including GST.
(b) registered for GST, the maximum amount we pay is the sum insured or the other limits of insurance cover less any Input Tax Credit to which you are entitled 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).
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.

**General exclusions applying to this Policy**
1. This Policy excludes loss, damage, destruction, liability, cost or expense of any nature directly or indirectly caused by, resulting from 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:
   (a) 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
   (b) 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.
For the purpose of this exclusion an act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any
person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with political, religious, ideological or ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

(c) radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This exclusion 1. also excludes any loss, destruction, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a), (b) or (c) above.

Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth) and its principles when collecting and handling your personal information. QBE Commercial 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 may need to disclose personal information to our reinsurers, (who may be located overseas), insurance intermediaries, insurance reference bureaus, credit reference agencies, our advisers and those involved in the claims handling process (including assessors and investigators), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of litigation.

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

Please contact your Financial Services Provider to obtain a copy of the QBE Commercial Privacy Promise information brochure. A copy of the brochure may also be obtained from any QBE Commercial office or from our web site at www.qbecommercial.com.au

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:

- promotes better communication between insurers and customers which will lead to better public understanding of insurance to allow customers to make informed choices, and

- outlines good standards of practice and service to be met by insurers to enhance their reputation for responding efficiently to their customers’ needs.

Contents cover

Your schedule indicates whether your Contents are insured at the site shown on the schedule.

It shows unspecified contents and specified contents which are items of particular value you have insured on the application.

What contents means

(a) all household goods and personal effects within your private room on campus which belong to you or for whose loss or damage you are legally liable

(b) articles of special value which you have listed on the schedule under “contents specified items”

(c) if you are a tenant, landlord’s fixtures and fittings for which you are legally liable and fixtures and fittings installed by you for your own use

(d) golf buggies, motorcycles up to 125cc engine capacity, garden equipment or motorised wheelchairs none of which require registration

(e) canoes, surfboards, surf skis or sailboards and any watercraft not exceeding 3 metres in length and 10 horsepower whilst contained within your private room on the campus.

What contents does not mean

1. fish, birds or animals of any description

2. trees, shrubs and any other plant life (other than pot plants)

3. any caravan or trailer

4. motorised vehicles other than in (d)

5. watercraft other than in (e)

6. aircraft or their accessories (other than a non-pilotable model aircraft)

7. accessories or spare parts of motor vehicles, caravans, trailers, aircraft or watercraft while they are in or on the motor vehicle, caravan, trailer, aircraft or watercraft

8. photographic and video equipment and musical instruments or musical equipment used for earning income

9. any property illegally in your possession

10. commercial or retail trade stock

11. contents whilst contained in any other building or common area
## What you are insured against

You are insured for loss or damage to your contents during the period of insurance whilst they are at the site caused directly by any of the insured events set out in the following table (except to the extent indicated in the table). There are also some limits and exclusions which you must read.

<table>
<thead>
<tr>
<th>Loss or damage to your contents caused directly by any of the following events</th>
<th>But not:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Fire or explosion</td>
<td>Loss or damage to any item caused by:</td>
</tr>
<tr>
<td></td>
<td>• the deliberate application of heat</td>
</tr>
<tr>
<td></td>
<td>• scorching, melting, or charring</td>
</tr>
<tr>
<td>(b) Storm or rainwater</td>
<td>Loss or damage caused by:</td>
</tr>
<tr>
<td></td>
<td>• Storm, rainwater or wind to trees, shrubs or plants</td>
</tr>
<tr>
<td></td>
<td>• Storm, rainwater or wind to retaining walls, free standing walls, fences or gates not constructed of brick, concrete, masonry or stone (except in Queensland &amp; Western Australia)</td>
</tr>
<tr>
<td></td>
<td>• Flood</td>
</tr>
<tr>
<td></td>
<td>• “Flood” means the inundation of normally dry land by water from any watercourse, lake, canal, dam or reservoir</td>
</tr>
<tr>
<td></td>
<td>• The action of the sea, high water, tidal wave, tsunami</td>
</tr>
<tr>
<td></td>
<td>• “Tsunami” means a sea wave caused by a disturbance of the ocean floor or by seismic movement</td>
</tr>
<tr>
<td></td>
<td>• Water seeping through a wall or floor</td>
</tr>
<tr>
<td></td>
<td>• Mildew, algae</td>
</tr>
<tr>
<td></td>
<td>• Atmospheric or climatic conditions other than storm</td>
</tr>
<tr>
<td></td>
<td>• Water entering the home through an opening made for the purpose of alterations, additions, renovations or repair</td>
</tr>
<tr>
<td>(c) Lightning or thunderbolt</td>
<td>Loss or damage caused by fluctuations in the power supply unless there is evidence of a lightning strike</td>
</tr>
<tr>
<td>(d) Earthquake</td>
<td>The first $200 for earthquake damage</td>
</tr>
<tr>
<td>All destruction or damage occurring within a period of 48 hours of the earthquake is regarded as the one insured event</td>
<td></td>
</tr>
<tr>
<td>(e) Theft</td>
<td>Loss or damage caused by:</td>
</tr>
<tr>
<td></td>
<td>• theft by any person who is living at the site unless there is evidence that your home has been entered forcibly and violently</td>
</tr>
<tr>
<td></td>
<td>• theft of cash or negotiable securities unless there is evidence that your home has been entered forcibly and violently</td>
</tr>
<tr>
<td>(f) Malicious acts</td>
<td>Loss or damage intentionally caused by: you, your family, or your family visitors, a tenant, or tenant visitors</td>
</tr>
<tr>
<td>(g) Riot or civil commotion</td>
<td></td>
</tr>
<tr>
<td>(h) Bursting, leaking, discharging or overflowing of fixed basins, shower bases, or other fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid of any kind</td>
<td>Loss or damage which:</td>
</tr>
<tr>
<td>If we accept a claim we will also pay the reasonable costs of locating the cause of the damage, and the costs of reinstating the property damaged or disturbed in the course of work</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• occurs gradually over time</td>
</tr>
<tr>
<td></td>
<td>• results from water escaping from a shower base not fitted with a tray or water proof membrane</td>
</tr>
<tr>
<td></td>
<td>• is caused by the porous condition of any tiles, grouting or sealant</td>
</tr>
<tr>
<td></td>
<td>Repair or replacement of the apparatus, tank or pipe itself</td>
</tr>
<tr>
<td>(i) Impact by:</td>
<td>• An animal kept at the site</td>
</tr>
<tr>
<td></td>
<td>• A vehicle, an aircraft or a water-borne craft</td>
</tr>
<tr>
<td></td>
<td>• Space debris or debris from an aircraft, rocket or satellite</td>
</tr>
<tr>
<td></td>
<td>• An animal</td>
</tr>
<tr>
<td></td>
<td>• A falling tree or part of a tree</td>
</tr>
<tr>
<td></td>
<td>• A mast or a television or radio aerial that has broken or collapsed.</td>
</tr>
<tr>
<td></td>
<td>‘Impact’ means a collision of 2 or more objects</td>
</tr>
<tr>
<td></td>
<td>• Felling or lopping trees at the site</td>
</tr>
</tbody>
</table>
How and how much we will pay

### Loss or damage to your contents caused directly by any of the following events:

<table>
<thead>
<tr>
<th>Event</th>
<th>Coverage</th>
</tr>
</thead>
</table>
| (i) Breakage of:  
  - Glass forming part of an item of furniture, or, domestic telephones | Damage to any property other than the broken glass or ceramic material shower base, basin, sink, lavatory pan, cistern or telephone  
  - Any item that is chipped or scratched  
  - Glass in a picture frame, or clock  
  - Glass in television sets, radios, VDU's or any other computer or electrical equipment  
  - Glassware, crystal or ornaments  
  - Mobile cellular telephones |
| (k) Fusion in an electric motor  
  We will pay the cost of rewinding the motor, or, at our option, replacing it.  
  ‘Fusion’ is the process of fusing or melting together of the windings of an electric motor following damage to their insulating material as a result of overheating caused by electric current  
  You will have to contribute towards the total cost of repair or replacement including labour charges as follows:  
  - Motors up to 10 years from the date of purchase when new or rewinding – no contribution  
  - For each additional year ÷ 20% per year, In no case will your contribution exceed 90% after applying the excess | Motors more than 15 years from the date of purchase when new or more than 15 years from the date of rewinding  
  Repair or replacement of additional parts or service items |
| (l) If this Policy insures your contents we also pay for spoilage of food in domestic refrigerators or freezers at the site caused by:  
  - Breakdown of the refrigerator or freezer  
  - Failure of the electricity supply to the home | Spoilage as a result of:  
  - Strikes  
  - Switching off or disconnecting the electricity supply |

### How and how much we will pay for loss or damage

**Contents:**

At our option we:

- repair or replace the items, or
- pay the reasonable cost of repair or reinstatement to a condition substantially the same as, but not better than when new, or
- pay up to the sum insured.

The maximum we pay on the following contents items is shown in the table.

<table>
<thead>
<tr>
<th>Contents where a maximum limit applies</th>
<th>Maximum Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Works of art, pictures, tapestries, rugs, antiques</td>
<td>$500 per item, and $1250 for each resident</td>
</tr>
<tr>
<td>(b) Items of jewellery, gold or silver articles, furs, watches, photo- graphic equipment including video cameras, sporting equipment, collections of any kind</td>
<td>$500 per item or collection and in total $1250 for each resident</td>
</tr>
<tr>
<td>(c) Bicycles</td>
<td>$500 for each resident</td>
</tr>
<tr>
<td>(d) Cash, treasury notes, savings certificates, stamps, money orders, and other negotiable instrumentsbullion or documents.</td>
<td>$200 for each resident</td>
</tr>
</tbody>
</table>

**Floor coverings, blinds and curtains**

For carpets and other floor coverings, curtains and internal blinds we pay only for items in the room, hall or passage where the damage occurred.

**Pairs, sets and collections**

If any item lost or damaged is part of a pair, set or collection, we pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a pair, set or collection, or for any reduction in value of the remaining part or parts.

A pair, set or collection means 2 or more articles the collective value of which exceeds the sum of their individual values.

**Excess**

We deduct the excess shown in the Policy document or on the current schedule from the amount of your claim.

Excess means the first amount of any claim which you contribute.

For earthquake claims the excess is $200, or the amount shown on your schedule, whichever is greater.

All loss, destruction or damage occurring within a period of 48 hours of the earthquake is regarded as the one earthquake.
Additional benefits

We pay additional benefits 1 to 2 as part of your sum insured for contents.

1. Illegal use of credit card or financial transaction card
   If this Policy insures your contents and a credit card or financial transaction card is lost or stolen, we pay up to $200 towards any legal liability you incur from its unauthorised use.
   We do not pay if:
   • the card does not belong to you
   • you have not complied with the card issuer’s requirements
   • the unauthorised user of the card is someone living at the site.

2. Loss of rent or temporary accommodation
   If the home is so damaged by an insured event that it cannot be lived in:
   We pay up to $2000 for each resident.

What you are not insured against

(applies to Contents)

You are not insured against:

(a) loss or damage intentionally caused by you or a member of your family or a person acting with your or their consent
(b) loss or damage resulting from or caused by:
   1. the lawful seizure, confiscation, nationalisation or requisition of the property insured
   2. destruction of or damage to property by a government or public or local authority
   3. inherent defects, structural defects, faulty workmanship, faulty design or any gradual process
   4. wear, tear, rust, corrosion, depreciation or gradual deterioration
   5. mildew, algae, atmospheric or climatic conditions (other than storm)
   6. settling, shrinkage or expansion in buildings, foundations, walls or pavements
   7. the removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repair
   8. damage to swimming pools or similar structures caused by hydrostatic pressure
   9. mechanical, electrical or electronic breakdown where fusion does not occur
   10. loss of or damage to electronic data caused by electronic or mechanical derangement or malfunction or by a virus, or processing error
   11. any consequential loss other than that specifically provided by this Policy

12. any process of cleaning involving the use of chemicals
13. vermin, insects, wildlife
14. tree roots
15. erosion, subsidence, landslide or earth movement other than as a direct result of one of the following insured events:
   • (b) storm
   • (d) earthquake
   • (h) escaping liquid
   and occurring no more than 24 hours after the event.
16. The action of the sea, high water, tidal wave, tsunami
   ‘tsunami’ means a sea wave caused by a disturbance of the ocean floor or by seismic movement
   (c) Loss or damage to sporting equipment while in use or play.

Legal liability

What you are insured against

When we insure your contents, we insure you against any claim for compensation or expenses which you become legally liable to pay for:
   • the death of, or bodily injury to, any person
   • the loss of, or damage to, property resulting from an occurrence during the period of insurance
We pay up to the amount shown on the schedule for any one occurrence.
We do not pay more than this amount in total under all policies we have issued to you which cover the same liability.
In addition to this amount we pay legal costs which we approve.

Additional benefit – Motor vehicle liability

We insure you against any claim for compensation or expenses which you become legally liable to pay for:
   • the death of, or bodily injury to, any person
   • the loss of, or damage to, property, arising from the ownership, custody, or use of:
     – any vehicle not required to be registered by law
     – any motorised wheelchair
     – any domestic trailer not attached to any vehicle.
We also insure you against claims for:
   • death or bodily injury caused by you solely as a result of you being passengers in a registered vehicle
   • death or bodily injury caused by any registered vehicle if the occurrence causing the death or bodily injury takes place at the site.
We do not insure you:

- if you are entitled to be wholly or partly insured by any compulsory statutory insurance or accident compensation scheme, or would have been, but for failure to register the vehicle or to apply for cover under the scheme or to comply with a term or condition of the scheme
- if you are entitled to be wholly or partly protected by any other Policy of insurance which specifically covers the vehicle.

What you are not insured against

(appplies to Legal liability and Motor vehicle liability)

We do not insure you against liabilities arising from:

1. any liability arising out of any agreement unless liability would have attached to you if that agreement did not exist
2. death of or bodily injury to you or to any person who normally lives with you
3. death of or bodily injury to anyone employed by you or by someone who lives with you if the death or injury arises out of their employment
4. damage to property belonging to you or any person who normally lives with you or to your or their employees
5. any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme
6. the ownership, custody, or use of any lift, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 3 metres in length (except canoes, surfboards, surf skis or sailboards) or motorised watercraft in excess of 10 horsepower
7. the conduct of any activity carried on by you or your family for reward except part time babysitting or letting the home for domestic purposes
8. vibration or the weakening of, removal of or interference with support to land, buildings or other property
9. construction or demolition of a building, including the home if the value of the work exceeds $50,000
10. death or bodily injury to any person arising out of pregnancy or the transmission of any communicable disease by you or your family
11. the ownership of land, buildings or structures other than the home insured by this Policy
12. loss, damage or injury intentionally caused by you or a person acting with your or their consent.
13. the lawful seizure, confiscation, nationalisation or requisition of the property insured
14. destruction of or damage to property by any government or public or local authority
15. the ownership or use of any motor vehicle other than the cover given by the Additional benefit – Motor vehicle liability.

We do not insure you against fines, penalties, or punitive, aggravated or exemplary damages.

General Conditions

Changes

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

Cancellation

You may cancel this Policy at any time by notifying us in writing.

We refund to you a proportion of the premium for the unexpired period of insurance.

We may cancel this Policy by notice in writing for any reason available to us at law. We refund you a proportion of the premium for the unexpired period of insurance.

If the premium is paid by instalments, we may cancel this Policy at any time by giving notice in writing if any instalment of premium has remained unpaid for 1 month or more.

Care and maintenance

You must take reasonable care to:
- protect and maintain the property insured
- prevent damage or injury to others or their property
- comply with all statutory obligations and by-laws or regulations relating to the safety of person or property.

Claims

What you must do

If an event happens which may give rise to a claim you must:
- take all reasonable precautions to prevent further loss, damage or liability
- notify the police immediately if any of your property is lost, stolen, or maliciously or intentionally damaged
- tell us or your insurance broker or agent as soon as possible. You will be provided with a claim form and advice on the procedure to follow
- supply us with all information we require to settle or defend the claim
- notify us of any other insurance covering the same loss, damage or liability
- 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.

In an emergency outside normal business hours you may ring our emergency service on 1800 023387 for assistance. If in doubt at any time, ring us or your insurance broker or agent for advice.
What you must not do
You must not:

- authorise repairs to or arrange replacement of any of the property insured in connection with any claim without our consent, other than emergency repairs necessary to prevent further loss. If we agree to pay your claim, we will pay for these repairs, but you must retain all receipts.
- admit liability if an accident occurs which is likely to result in someone claiming against you.

What we do
We have the right to take over and conduct in your name the defence or settlement of any claim or to prosecute in your name for damages. We have full discretion in the conduct of any proceedings and in the settlement of any claim.

What can affect a claim
We will reduce the amount of a claim by the excess shown in the Policy document or on the 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 schedule.

We pay only once for loss or damage from the same event to property insured 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.

If you have a concern
We will do everything possible to provide a quality service to you, our customer. 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.

QBE Commercial staff at each branch are always available to listen to you and to help where they can.

If, after talking to a staff member, you wish to take the matter further, we have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to your complaint within 15 working days.

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 General Insurance Enquiries and Complaints Scheme (IEC), an external dispute resolution body. IEC also has a Claims Review Panel which will adjudicate on claims.

Access to the Dispute Resolution process is free of any charge to you. In addition, although QBE Commercial is bound by the panel’s decision, you are not and you have a right to pursue the matter elsewhere if you disagree.

We will provide the contact telephone number and address of your local IEC office upon request.