



QBE Insurance (Australia) Limited

# Money/General Property

Commercial Accident Insurance Policy

<b>Contents</b>	
<b>About This Booklet</b>	<b>3</b>
<b>Important Information</b>	<b>3</b>
Duty of disclosure	3
The General Insurance Code of Practice	3
Privacy	3
Resolving complaints & disputes	4
Contacting QBE's CCU, AFCA or the OAIC	4
Cooling-off information	4
<b>Policy wording</b>	<b>5</b>
Our agreement with you	5
Paying your premium	5
Words with special meanings	5
<b>Types of cover</b>	<b>6</b>
<b>Section 1: Money</b>	<b>6</b>
What you are insured against	6
Basis of settlement	6
What you are not insured against	6
<b>Section 2: General Property</b>	<b>7</b>
Words with special meanings	7
What you are insured against	7
Conditions	7
What you are not insured against	7
When you are not covered	8
<b>General Conditions</b>	<b>9</b>
Changing your Policy	9
Other interests	9
Cancelling your Policy	9
Notices	9
You must protect the property insured	9
Contribution	9
Other Insurance	9
<b>Claims</b>	<b>10</b>

## 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.

### 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 contact details for your financial services provider are set out in the documentation they give you.

The section titled 'Claims' at the end of this booklet tells you the full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact:

- your financial services 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 largest insurers and reinsurers in the world.

## Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

### Duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

### 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 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 Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

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

#### *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 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, 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"> <li>complaints@qbe.com, to make a complaint.</li> <li>privacy@qbe.com, to contact us about privacy or your personal information.</li> <li>customercare@qbe.com, to give feedback or pay a compliment.</li> </ul>
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, 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

## 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'.

To cancel your Policy within the cooling-off period, contact your financial services provider electronically or in writing.

## Policy wording

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

### Our agreement with you

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 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
Business	The trade or occupation described in the Policy Schedule carried on at and from the location (and no other location, for the purpose of this insurance).
Business hours	Your office and working hours (including overtime) during which you or your employees are on the location for the purpose of your business.
Location	The place(s) listed in the Policy Schedule at which, and from where, you carry on your business.
Market value	The retail value of items of a similar type, age and condition, with adjustment for its special features, if any. Used price guides and any other information may be used to assist in determining market value.
Money	Cash, notes, negotiable instruments, cheques, postal notes, post office money orders, negotiable securities, stamps, credit card sales vouchers, instant lottery tickets, bus or transport tickets, telephone credit cards or franking machine credits.
Period of insurance	The period shown in the Policy Schedule.
Policy Schedule	The schedule of insurance or any endorsement schedule we give you.
Safe or Strongroom	A container or structure which has been specifically designed for the safe storage of money or valuables, and is designed to protect the contents against fire and to resist unauthorised opening by any person(s).
We, Our, Us	QBE Insurance (Australia) Limited, ABN 78 003 191 035.
You, your	The person(s), companies or firms named on the current Policy Schedule as the Insured.
Your vehicle	Any type of machine on wheels or self laid track made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine. The vehicle is described on the Policy Schedule.

## Types of cover

This Policy offers two types of insurance cover. You can choose cover under either Section 1 or Section 2, or both. You can choose:

- Section 1 - Money
- Section 2 - General Property.

The type of cover you have chosen will be shown on your Policy Schedule.

## Section 1: Money

If you have chosen this cover it will be shown on your Policy Schedule.

### What you are insured against

We will cover you for the period of insurance for the loss of or damage to money in your legal control in the course of carrying on your business, while it is:

- in transit anywhere in Australia,
- in a bank's night safe, or
- at the location, while it is contained in a locked safe or strongroom which has been approved by us.

We will also cover you for damage to safes and strongrooms caused by an incident covered by this Policy.

The most we will pay is the limit specified in the Policy Schedule.

### Basis of settlement

The value of property for the purpose of determining the amount of loss payable under this Section will be:

#### 1. Securities

the least of:

- (a) the actual cash value of the securities at the close of business on the day on which the loss was discovered, or if that day is not a business day, the business day immediately following, or
- (b) the actual cash value of the securities at the time of the loss, or
- (c) where the property is held as security, pledge or collateral for an advance or loan, the lesser of:
  - (i) the value of the property as determined and recorded by you when making the advance or loan, or
  - (ii) in the absence of such record, the unpaid portion of the advance or loan plus accrued interest on it at prevailing commercial rates.

We may, with your consent, settle any claim for loss of property with the owner of it. Any property for which we have paid a claim will become our property.

#### 2. Property other than Securities

the lesser of:

- (a) the actual cash value of such property, or
- (b) the actual cost of repairing such property or replacing it with property or material of like quality and value.

Where we decide to pay a claim in respect of property other than securities, we will choose in our absolute discretion whether to settle in accordance with (a) or (b) above.

## Conditions

You must comply with these conditions:

- (a) all persons engaged in the transit of money must be licensed to carry, and must carry, firearms and must be in the company of the money at all times while it is outside the safe or strongroom,
- (b) where the amount of money in transit exceeds \$50,000, you must engage two armed persons to accompany the money in transit,
- (c) all safes and strongrooms must be kept locked at all times, other than when money is being transferred to or from the safe or strongroom,
- (d) you must have a burglar alarm system installed at the location, which is the subject of a continuing maintenance contract with an installing engineer. The burglar alarm system must be:
  - > examined and tested by such an engineer at not more than six (6) monthly intervals,
  - > maintained in good condition and efficient working order at all times,
  - > tested each business day,
  - > made operative whenever the location is left unoccupied.

If you do not comply with these conditions, we will not pay any claim that arises as a result of your failure to do so.

### What you are not insured against

We will not cover loss of money:

- (a) owing to shortage resulting from clerical or accounting errors, or to errors in receiving or paying out to or by you
- (b) which is not discovered within seven (7) working days of the loss
- (c) owing to your fraud or dishonesty or that of any member of your family, directors or partners
- (d) owing to or through the collusion of, or any act of fraud or dishonesty by, any of your employees
- (e) carried by common carriers
- (f) from any safe or strongroom opened by a key, or by use of details of combination which have been left on the business premises outside business hours
- (g) where the transit of money exceeds eight (8) hours from the time of its collection.

## Section 2: General Property

If you have chosen this cover it will be shown on your Policy Schedule.

### Words with special meanings

Wherever the following words or terms are used in this Section 2, they mean what is set out below:

Word or term	Meaning
Insured item	The items which are specified in the Policy Schedule, including any carrying case and usual accessories, and which are owned by you or for which you are legally responsible.
Insured loss	Loss or damage arising from a sudden and unforeseen accident.

### What you are insured against

We will cover your insured items for insured loss anywhere in Australia during the period of insurance.

Where you have specified firearms as insured items on the Policy Schedule, the cover for firearms will only apply while the firearm is being worn in the course of carrying on the business or while the firearm is contained in a securely locked safe at the location.

#### How we will pay

We will settle any claim you make which is covered by this Section 2 as follows :

- (a) where the insured item is declared by us to be a total loss, we will at our option:
  - (i) pay the market value of the insured item at the time it was lost or destroyed, or
  - (ii) replace the insured item with an item equal to but no better than the insured item was when it was new,
- (b) where the insured item is damaged but we consider it to be repairable, we will at our option:
  - (i) pay the reasonable cost of repairs, provided that where the loss or damage is confined to a part of the insured item we will only pay for that part plus any costs reasonably and necessarily incurred to dismantle and reassemble the damaged insured item, or
  - (ii) if we decide that the insured item is uneconomical to repair, we will declare it a total loss and settle your claim in accordance with paragraph (a) above,
- (c) if, as a result of repairs to an insured item, there is a resultant reduction in market value, we will pay the difference between the value after repairs and the market value of the insured item at the time of its damage. However, we will not pay more than the difference between the market value at the time of its damage and the total cost of repairs,
- (d) when you make a claim the most we will pay during each period of insurance is the sum insured or limit of liability stated in the Policy Schedule for your insured item.

### Conditions

You must comply with these conditions.

Where the value of firearms specified as insured items on the Policy Schedule exceeds \$10,000, any safe(s) at the location used

for storage of firearms must be:

- (a) approved by us, and
- (b) separate from any safe(s) utilised for storage of money.

If you do not comply with these conditions, we will not pay any claim that arises as a result of your failure to do so.

### What you are not insured against

We will not cover for any loss or damage directly or indirectly caused by:

- (a) mechanical, electronic or electrical breakdown or derangement unless as a consequence of an insured loss,
- (b) cracking, scratching or breakage of glass or fragile items or surfaces unless as a consequence of insured loss,
- (c) rust, or oxidation, mildew, mould, moths, vermin, insects, change of colour, or any process of heating, drying, cleaning, dyeing or alteration to any insured item,
- (d) the action of light or atmospheric conditions or gradually developing conditions, vibration, wear, tear and/or depreciation,
- (e) dishonesty by you or others to whom any insured item may be delivered, entrusted, loaned or rented,
- (f) action of the sea, tidal wave, high water or flood,
- (g) theft by employees, or your directors, partners or members of your family,
- (h) unexplained inventory shortage,
- (i) theft, other than theft resulting from forcible and violent entry evidenced by visible damage to the securely locked portion of any building or vehicle containing any insured item.

We will not cover:

- (a) loss, damage or liability during any period in excess of sixty (60) consecutive days during which the business location is left unoccupied, unless we have given our written consent. To have been occupied, the business location must have been used for business purposes for at least two (2) consecutive days
- (b) any consequential loss or damage.

## When you are not covered

### General exclusions applying to this Policy

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

1. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
2. 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, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

### Additional exclusions applying to this Policy

This Policy does not cover:

1. loss of or damage to property caused by its undergoing any process necessarily involving the application of heat
2. damage or liability intentionally caused or incurred by:
  - (a) you, or
  - (b) a member of your family, or
  - (c) a person acting with your express or implied consent or that of a member of your family,
3. loss, destruction, damage or liability caused by error or omission in design, plan or specification or failure of design;
4. loss of or damage to electronic data.

Notwithstanding anything contained in this Policy or any endorsement attached to it this Policy does not cover electronic data. However, where cover is otherwise provided by this Policy, we will indemnify you for losses to electronic data arising out of fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption, impact, aircraft and/or other aerial device and/or articles dropped from them, sonic boom, theft which is a consequence of theft of any computer and/or computer

hardware and/or firmware and/or microchip and/or integrated circuit and/or similar device containing such electronic data, breakage of glass, the acts of persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising, storm and/or tempest and/or rainwater and/or wind and/or hail, water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes.

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

### 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, or any local autonomous sanctions.

## General Conditions

### Changing your Policy

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

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

### Other interests

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

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

### Cancelling your Policy

#### How you may cancel this Policy

- You may cancel this Policy at any time by telling us in writing that you want to cancel it.
- Where 'you' involves more than one (1) person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

#### How we may cancel this Policy

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

#### The premium

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

### Notices

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

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

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

### Changes to information previously advised

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.

You must tell us immediately in writing of:

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

### You must protect the property insured

You must take all reasonable precautions for the care, safety and protection of the property insured under this Policy and comply with all statutory obligations, bylaws and regulations imposed by any public authority and by this Policy for the safety, use and storage of the property insured.

## Contribution

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

### Other Insurance

You must notify us in writing of any insurance or insurances already effected or which may be subsequently effected covering, whether in whole or in part, the property insured under this Policy.

## Claims

### What you must do

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

- tell us or 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 property insured under this Policy 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 or damage,
- 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,
- preserve any damaged property insured under this Policy and make it available for inspection by a representative or agent of ours (including a loss adjuster). You must allow us to take possession of any damaged property and deal with it in a reasonable manner. If we do not take possession of the damaged property, you cannot abandon the property to us.

If in doubt at any time, ring us or your Financial Services Provider for advice.

### What we do

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

### What can affect a claim

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

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

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one (1) 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.

