



# BUSINESS@HOME INSURANCE POLICY

Customer Information Booklet  
(Part 2 of the Product Disclosure Statement)



AAMI





# Welcome to AAMI Business Insurance

This Product Disclosure Statement was completed on 1 June 2008. Your complete Product Disclosure Statement is made up of three parts: a document titled "Part 1 of the Product Disclosure Statement", your Customer Information Booklet which contains the general terms that apply to your policy (known as "Part 2 of the Product Disclosure Statement") and the individual wordings for each section of cover you have chosen (known as "Part 3 of the Product Disclosure Statement").

Thank you for deciding to buy your business insurance direct. You've probably been dealing direct for your home or car insurance, so it makes sense to do the same for your business insurance.

AAMI Business Insurance is a specialist in providing direct insurance solutions to small businesses in Australia. AAMI Business Insurance offers a new way of buying business insurance that caters specifically for your needs and by dealing direct you have avoided paying any commissions or fees.

The other benefits that you will have experienced through AAMI Business Insurance include:

- package discounts
- peace of mind
- pay by the month
- customised cover
- hassle-free claims
- plain language policy documentation

You will have received, separate to this booklet (known as part 2 of the Product Disclosure Statement), your insurance schedule and the wording for the individual sections of the policy that you have selected.

This booklet contains general information about your insurance policy including general provisions (conditions, exclusions and definitions), not all of which will apply to you, depending on the specific sections of the policy chosen.

Australian Associated Motor Insurers Limited (AAMI) ABN 92 004 791 744, Australian Financial Services Licence No. 238173, is the issuer of AAMI Business Insurance policies. AAMI Business Insurance is a brand name under which this policy is sold and administered.

You should consider all of the parts of the Product Disclosure Statement when deciding to buy insurance. Visit the AAMI Business Insurance web page at [www.aami.com.au](http://www.aami.com.au) or call us on 13 22 44 to get all of the parts of the Product Disclosure Statement.

We look forward to offering you better insurance coverage, support and value, so you can concentrate on running your business more successfully.

Please note that AAMI Business Insurance products are not covered by AAMI's Customer Charter.

If you would like any further information don't hesitate to contact us on 13 22 44, or visit our web page at [www.aami.com.au](http://www.aami.com.au) for useful information.



## Contents

AAMI Business Insurance covers available to you	5
Important notices	7
The Goods and Services Tax (GST) and your insurance – GST registered policyholders only	10
Paying by instalments	11
Privacy Statement	13
About your insurance policy	15
Our contract with you	17
How the Goods and Services Tax (GST) affects this insurance	18
Making a claim	19
When we may refuse or reduce a claim	26
How we resolve your complaints	28
Inflation protection	30
Other conditions	31
General exclusions	33
Definitions	38

# AAMI Business Insurance covers available to you

AAMI Business Insurance offers a range of insurance covers for your home based business as part of our 'Business@Home Pack' and these are listed below. Not all of these covers are available on their own, some are dependent on your taking out another cover as well. For the covers you have selected please refer to "What's Covered" in the schedule. The covers listed in the schedule that you have selected make up part 3 of your Product Disclosure Statement.

Part A Section 1	Home and Contents
Part A Section 2	Personal Valuables
Part A Section 3	Home & Contents Legal Liability
Part B Section 1 A	Business Property: Fire & Defined Events
Part B Section 1 B	Business Property: Theft
Part B Section 1 C	Business Property: Breakdown of Business Machinery, Boilers & Pressure Plant, Business Computers & Business Electronic Equipment
Part B Section 1 D	Business Property: Restoration of Business Computer Data
Part B Section 1 E	Business Property: Business Computers – Increased Costs of Working
Part B Section 1 F	Business Property: Deterioration of Stock
Part B Section 2	Business Money
Part B Section 3	Business Portable & Valuable Items
Part B Section 4	Business Employee Dishonesty
Part B Section 5	Business Interruption



Part B Section 6	Business Goods in Transit
Part B Section 7	Business Legal Liability
Part B Section 8	Business Tax Probe®
Part B Section 9	Business LegalPower®
Part C Section 1	Motor

If you are interested in insurance or would like additional information about any of these covers please call us on 132244.

# Important notices

## **The information we need to know from you**

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When we agree to insure you, to renew or vary your policy, or to pay your claim, our decision relies on the accuracy of the information you give us. If that information is not accurate, we can potentially reduce or deny any claim you may make or cancel your policy. We never want to have to do that, so you must answer the questions we ask and disclose relevant information to us honestly and correctly.

You must observe the conditions contained in your AAMI policy.

You must pay or agree to pay us the premium we charge and any excesses that apply.

You should retain all of the parts of the Product Disclosure Statement that we've provided you so you can refer to those parts if needed.

When you renew your policy, we do not require you to comply with the general duty of disclosure. It is enough for you to simply tell us if the information on your renewal notice is incorrect or incomplete.

If you are a joint insured, the above applies to every person or organisation insured under this policy.

## **Cooling off and cancellation**

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### **How you may cancel**

You may cancel your policy at any time. We will refund you the unexpired portion of the premium less any cancellation processing charge to cover the reasonable administrative and transaction costs incurred by AAMI, unless you make a claim. To cancel your policy, please call us on 13 22 44 or write to:

AAMI Business Insurance, GPO Box 2470, Adelaide, SA 5001.

In addition, if you vary your policy and add additional cover, you have



the right to cancel that additional cover. In this instance we will refund you the amount you have paid for that additional cover less any cancellation processing charge, unless you make a claim.

### **How we may cancel**

We can only cancel your policy by giving you written notice in accordance with the Insurance Contracts Act 1984.

## **The General Insurance Code of Practice**

AAMI is a signatory to the General Insurance Code of Practice (Code) which sets out a commitment by the general insurance industry to raise standards of service and to promote better relations between customers and insurers.

The Code describes standards in areas such as buying insurance, claims handling, responding to catastrophes and disasters, information and education and dispute resolution. The Code was introduced in 1995 with the backing of consumer groups, the Federal Government, insurers and the Insurance Council of Australia. It was revised in 2005.

You can obtain more information on the Code, or a copy of the Code from the Financial Ombudsman Service (FOS). You can contact the FOS on 1300 780 808, toll free, or you can access the Code at [www.fos.org.au](http://www.fos.org.au)

## **Interested parties**

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We will not insure the interests of any person other than you, unless you have notified us in writing of such interest, and the interest has been noted in the schedule.

## **Subrogation agreements**

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Where another person is liable to compensate you for any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after the loss or damage occurred that you would not seek to recover any monies from that person, we will not cover you under the policy for any such loss or damage.

## **Under insurance**

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If you have insured your gross income, you should ensure that the insured amount represents all monies paid or payable to you for goods sold, services rendered, or rental received, less the purchase price of your stock. If this is not done, any claim you make for these may not be paid in full.



## **The Goods and Services Tax (GST) and your insurance – GST registered policyholders only**

GST has an impact on the way in which claim payments are calculated under your policy. We will calculate the amount of any payment we make to you having regard to your GST status.

If, for example, we make a cash payment to you for the purchase of goods or services for which you are entitled to claim an input tax credit, we will only pay you an amount equal to your net cost – i.e. your cost after claiming input tax credits. The wording contained in this booklet sets this out.

In respect of your policy with us, therefore, where you are registered for GST purposes, you should calculate your sums insured or advise us your asset values or turnover having regard to your entitlement to input tax credits.

You should, therefore, consider the net amount (after all input tax credits have been taken into account) which is to be insured and calculate and advise to us insured amounts, asset values or turnover on a GST exclusive basis.

If you are either wholly or partially input taxed, you are in a special category under the GST legislation, and will need to advise us your sums insured, asset values or turnover on a GST inclusive basis.

This outline of the effect of the GST on your policy is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to your particular circumstances.

# Paying by instalments

You may be eligible to pay in regular instalments by direct debit.

When you pay this way, the total premium may be higher than we charge for one annual payment, reflecting the higher costs we experience. Any premium discounts we may provide are applied before these additional costs are calculated.

## **Your responsibilities when paying by instalments**

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When paying by instalments:

- you must be an authorised signatory on the account nominated for your direct debit payments; and

- you must ensure that your nominated account can accept direct debits and has sufficient funds to meet each payment at each due date.

Your financial institution may also apply its own fees (including dishonour fees). Those fees are your responsibility.

## **What happens if your instalment remains unpaid?**

AAMI may cancel your policy without notice if an instalment payment remains unpaid for 30 days or more.

AAMI will not accept any claims if an instalment payment has remained unpaid for a period of 14 days or more.

## **Changing your instalment payments**

If you wish to change or cancel your direct debit arrangements, you need to contact us at least seven days before the debit day.

If you cancel the direct debit arrangement completely, you will need to arrange for another way to pay us your premium, to ensure you remain covered.



## **Important things to remember when paying by instalments**

When you first commence your direct debit payments, or when you change your account details, it may take up to fourteen days for us to first debit your account.

If you believe that we may have incorrectly debited your account, please contact us on 13 22 44.

When you claim on your policy and we decide that the damage or loss to your building, business or car is so severe that it will need to be rebuilt or replaced, we will require you to pay the total unpaid balance of your premium before your claim can proceed.

# Privacy Statement

The Privacy Act 1988 (as amended) now applies and requires us to inform you of the following:

## **Why do we collect your personal information?**

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AAMI collects personal information from or about you for the purposes of providing insurance services to you.

This includes deciding whether to agree to an application or any amendment or increase of any insurance provided; to provide, administer and manage insurance covers relating to an accepted application; investigating and, if covered, managing claims for any insurance you have with us or other members of the same group of companies.

AAMI may disclose (and receive) your personal information in connection with the purposes listed above, to other members of the same group of companies, government bodies, loss assessors, claim investigators, reinsurers, other insurance companies, mailing houses, repairers, insurance reference providers, and other service providers.

AAMI may also use your personal information for the purpose of providing information about our products and services to you. If you do not wish to receive this information please let us know.

## **What happens if you choose not to provide us with this information?**

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If you are unable to provide us with the personal information we need, we will be unable to consider your application for insurance cover, administer your policy or manage any claim under your policy.



## **How you can access the information we hold about you**

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You can request access to the personal information we hold about you by calling us on 13 22 44, or by writing to AAMI Business Insurance at GPO Box 2470, Adelaide, SA, 5001 or email us at [businessinsurance@aami.com.au](mailto:businessinsurance@aami.com.au) and providing us with the full details you require.

## **How we will handle your request for access to your personal information**

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We will respond to your request for access to personal information as quickly as possible. Depending on the nature of your request and the accessibility of the information, we aim to respond within three working days, but may be able to respond immediately. If accessing your personal information will take an extended period of time, we will inform you of the delay.

In some circumstances we may not agree to allow you access to some or all of the personal information we hold about you, such as when it is unlawful to give it to you. In such cases we will give you the reasons for our decision.

## **What happens if you have a dispute about your personal information?**

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If you have a complaint about privacy or you do not agree with a decision we have made about access to your personal information, we have an internal dispute resolution procedure. To access this please call us on 13 22 44.

# About your insurance policy

In the insurance policy:

You/your means any of the following:

in Part A:

the persons insured in the schedule, and  
any member of the family that normally lives at the home.

in Part B:

the business insured in the schedule.

in Part C:

for private motor vehicles, the persons insured in the schedule, and  
any member of the family that normally lives at the home, and  
for business motor vehicles, the business insured in the schedule.

We/our/us means Australian Associated Motor Insurers Limited (AAMI)  
ABN 92 004 791 744, Australian Financial Services Licence No. 238173  
as the issuer.

Some other words used in the policy have special defined meanings. These words are in bold (although as noted below, some of the definitions may not be relevant for the sections you have chosen). Some of the words we have defined are listed in the "Definitions" section of this booklet. We also explain the meaning of some words in the sections themselves.



Your insurance policy is made up of:

- this Customer Information Booklet (known as part 2 of the Product Disclosure Statement) with general conditions, exclusions and definitions,
- the individual wordings for each section you have chosen, (known as part 3 of the Product Disclosure Statement)
- any endorsements, (which are part of your schedule) and
- the schedule which shows the insured amounts, the premium and any relevant government charges.

Please note that some of the general conditions, exclusions and definitions may not be relevant for the sections you have chosen.

You should read the schedule and the policy together, to tell you what we cover, what we exclude, what we pay to settle claims and other important information. Each section of the policy has exclusions which are listed under "What we do not cover". There are also some general exclusions listed in this booklet that apply to the whole policy (although, as noted above, some of the general exclusions may not be relevant for the sections you have chosen).

The headings and shaded areas of the policy are not part of the policy itself. Their purpose is to provide you with a general guide about the content of the text.

# Our contract with you

The insurance policy is a legal contract between you and us. The contract is based on the information you gave us when you applied for the insurance, and any subsequent information which you have supplied.

We will provide cover for the sections of the policy shown under "What's Covered" on your schedule for the period of insurance.

You must pay the premium and any relevant government charges for the period of insurance and comply with all of the policy conditions.

## Applicable law

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The policy is subject to Australian law, including the Insurance Contracts Act 1984.

## Evidence of ownership

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Please read the policy carefully and keep all documents in a safe place. If there is something you do not understand, please contact us. You should also keep any evidence of value of property and proof of ownership (receipts, valuations, owner's manuals or warranty books, etc. as we may ask you to provide them if you make a claim).



## How the Goods and Services Tax (GST) affects this insurance

In addition to the premium, we will charge you an amount on account of GST.

You must inform us of the extent to which you are entitled to an input tax credit for that GST amount each time that you make a claim under the policy. No payment will be made to you for any GST liability that you may have on the settlement of a claim if you do not inform us of your entitlement or correct entitlement to an input tax credit.

Despite the other provisions of this insurance (including provisions in the policy, the schedule and any endorsement), our liability to you will be calculated taking into account:

- (a) any input tax credit to which you are entitled for any acquisition which is relevant to your claim, or which you would have been entitled were you to have made a relevant acquisition; and
- (b) also (for claims for business interruption only) the GST exclusive amount of any supply made by your business which is relevant to your claim.

If your insured amount is not sufficient to cover your loss, we will only pay an amount for GST (less any relevant input tax credit) that relates to our proportion of your loss. We will pay that GST amount in addition to your insured amount.

In respect of loss or damage to your vehicle, if your vehicle is a total loss and you have chosen the agreed value option, we will not deduct any input tax credit entitlement from the amount of the agreed value shown in the schedule.

# Making a claim

You must follow the procedures outlined if something happens that causes loss or damage or injury which may lead to a claim. Please bear in mind, if you do not, we may refuse your claim or reduce the amount we pay you.

## When loss or damage occurs

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When loss or damage occurs, as soon as possible you must:

- (a) take all reasonable steps to reduce the loss or damage and to prevent further damage;
- (b) immediately make a report to the police if:
  - you know or suspect that your property or motor vehicle has been stolen;
  - someone has broken into your premises; or
  - someone has caused malicious damage to your property or motor vehicle;
- (c) not make any admission of liability, offer, promise or payment in connection with any event;
- (d) preserve and retain any damaged property and make it available for inspection by us or our agent (including a loss adjuster);
- (e) not authorise the repair or replacement of anything without our agreement.



## **If you have an accident in your motor vehicle**

As soon as possible after the accident or event that causes the loss, damage or legal liability (as described in the Motor Section of the policy):

- (a) report the accident to the police, particularly if your vehicle has been stolen and/or maliciously damaged;
- (b) if you have an accident involving another vehicle, write down these details:
  - name and address of the other vehicle owner;
  - name, address and licence number of the other driver;
  - insurance company of the other vehicle and their policy details;
  - registration number of the other vehicle;
  - description of the other vehicle and the damage it sustained; and
  - name and address of any witnesses;
- (c) take all reasonable steps to minimise or prevent further loss or damage;
- (d) if you receive any demands or legal documents from the other party, immediately advise a motor claims specialist assigned to your claim;
- (e) if your stolen vehicle is recovered, please advise us immediately.

## How your car is repaired

When your car is damaged, for your peace of mind, we choose the repairer and arrange the repair for you.

Usually, damage to cars is repairable.

If your car has been damaged and can be repaired, our responsibility to you when we authorise repairs is to ensure that the repair work is properly carried out. So we can ensure the quality of the repair and give you peace of mind, we choose the repairer and arrange the repair for you.

We ordinarily obtain two independent quotes from repairers recommended by AAMI. If you want you can choose a repairer to provide one of the quotes. Our assessor will review the quotes, including any quote from a repairer you choose. We will choose the repairer who has submitted the more competitive and complete quote and that will be the repairer who repairs your car.

## If your tax or financial affairs are going to be investigated

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- (a) provide us immediately with full written details of any proposed audit as soon as you are aware of it;
- (b) before retaining any professional, other than your accountant, obtain our prior approval of that person's engagement and of the fees and disbursements likely to be incurred;
- (c) keep us fully informed of all material developments in relation to the claim and the audit;
- (d) take all reasonable steps to minimise cost and delay;
- (e) submit to us all accounts for professional fees immediately after receiving them. Provide fully itemised details of accounts so we can determine the nature of the work done;



(f) when you have made a claim:

we or our agent may investigate any matter that is or may be the subject of the claim;

you are required to provide us with direct access at all times to your professional adviser;

if we so request, you are required to instruct your professional adviser to assist us in connection with any claim;

you are required to instruct your professional adviser to assist us with any matter we seek to pursue with the department, body or agency conducting the audit which is or may be the subject of a claim under this policy.

## **Making a claim**

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If you wish to make a claim you must:

- (a) promptly call the claims team on 13 22 44;
- (b) give us all the information and documentation which we request. If we ask for it, you must provide us with a statutory declaration verifying the truth of your claim and any matters connected with it;
- (c) immediately send us any court documents or other communication you receive about the claim. Do not take any action yourself or ask anyone else to do so on your behalf.

## Proceedings and negotiations

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- (a) we control all claims;
- (b) we require that you give us all information and assistance we may need:
  - to settle or defend claims; or
  - to recover from others any amount we have paid for a claim;
- (c) you must allow us to:
  - make admissions, settle or defend claims on your behalf; and
  - take legal action in your name against another person to recover any payment we have made on a claim before we have paid your claim, or whether or not you have been compensated or paid in full for your actual loss;
- (d) allow us or our agent to enter your premises or make them available to us for inspection; and
- (e) allow us or our agent 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 it to us.

## Fraudulent claims

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If you or someone acting on your behalf makes a false or fraudulent claim, we will:

- (a) refuse to pay the claim;
- (b) cancel the policy; and
- (c) take legal action against you.



## Subrogation agreements

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Where another person is liable to compensate you for any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after the loss or damage occurred that you would not seek to recover any monies from that person, we will not cover you under the policy for any such loss or damage.

## AAMI's commitment to you

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In the event of a claim the team at AAMI Business Insurance will provide:

- (a) support – 24 hours a day, 7 days a week;
- (b) freedom from the stress and inconvenience of filling out claim forms;
- (c) the service of claims professionals who care about you;
- (d) licensed, professional repair contractors who adhere to our stringent standards;
- (e) lifetime guarantees on repairs to sedans, 4 wheel drives, light commercial vehicles (less than 2 tonnes carrying capacity) while the vehicle is still owned by you;
- (f) free post-repair inspections (if requested);
- (g) pro-active communication that keeps you fully informed.

## Additional accident plan tips

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These steps may help your home based business recover promptly after a loss. (Please note: this is only a guide and is not limited to the following):

- (a) close out current books as of the date of the loss. Maintain a separate business log of extra expenses incurred because of the loss;
- (b) obtain authorisation from your insurer before removing damaged goods or debris;
- (c) if non-food stock has been damaged, separate damaged goods from unaffected goods;
- (d) secure the business from potential looters and weather damage;
- (e) use temporary signs to redirect parking and traffic;
- (f) consider making a public or limited announcement advising any changes during the recovery process. (This will help lessen concerns and manage expectations.)



# When we may refuse or reduce a claim

We may refuse or reduce a claim if:

- (a) the information you provided us when we agreed to insure you, renew or vary your policy was not accurate;
- (b) you are paying by instalments and an instalment payment has remained unpaid for a period of 14 days or more;
- (c) you do not at all times take all reasonable care as we require you to do under the "Taking care" section of this booklet;
- (d) you do any of the following without us agreeing to it first:
  - make or accept any offer or payment or in any other way admit you are liable,
  - settle or attempt to settle any claim, or
  - defend any claim;
- (e) cover is specifically excluded in the policy;
- (f) you have not complied with any of the requirements of the "Making a claim" section of this booklet; or
- (g) you are in breach of any other conditions of the policy.

Remember, if you prevent our right to recovery from someone else or 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 the policy, we will not cover you under the policy for that loss, damage or liability.

## How claims affect your insured amount

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With respect to Part A Sections 1 to 3, except in two situations that we discuss below (about personal valuables and specified items), this is how claims affect your insured amount:

if we pay you any claim which is for less than the insured amount, the insured amount remains at the same amount it was before you made the claim.

this means that if you need to make another claim for loss or damage within the period of insurance, you can still claim against your original insured amount.

but if we pay you any claim which is equal to the insured amount, your insurance contract with us ends.

## Personal valuables

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In our personal valuables section, we limit the amount you can claim for each period of insurance. This means that, during any one period of insurance, you can only make claims up to the amounts we have set out in that policy, unless you ask to keep your original insured amount and pay any extra premium needed to do this.

## Specified items

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If we agree to pay a claim for the total loss of a specified item, you must tell us if you want the replacement item to be insured as a specified item. Otherwise, insurance for the replacement item is on the basis that it is not specified. This means that if you make a later claim for that item, the limits for items that are not specified apply to the amount you can claim.



## How we resolve your complaints

If you think we have let you down in any way, or our service is not what you expect, please let us know so we can help you. You can tell us about your complaint by phone or in writing. If you phone, you will be given the name of the person who will be dealing with the matter. If you write to us, your letter will be directed to the correct person.

Your complaint will be handled by the person who has the authority to deal with it and this person will consider the facts and contact you to resolve your complaint as soon as possible, usually within 24 hours of receiving your complaint. If this person is not able to resolve the matter to your satisfaction, then it will be referred to the relevant AAMI Business Insurance manager and you will be contacted usually within 5 working days.

If you are not satisfied with the relevant AAMI Business Insurance manager's response, you can ring, write to or email the AAMI Customer Ombudsman or the Financial Ombudsman's Service. The AAMI Customer Ombudsman acts with the authority of AAMI's Chief Executive Officer in dealing with disputes.

The AAMI Customer Ombudsman will respond to your complaint within five working days of receiving your call, letter or email.

How to contact the AAMI Customer Ombudsman

Telephone: 1300 130 794 (local call costs apply)

9am to 5pm EST Monday to Friday.

Fax: (03) 9529 1214

Write to: The AAMI Customer Ombudsman, Australian Associated Motor Insurers Limited, PO Box 14180, Melbourne City Mail Centre, Victoria 8001

Email: [consumerappeals@aami.com.au](mailto:consumerappeals@aami.com.au)

If you disagree with the AAMI Customer Ombudsman's decision, you can choose to have the matter resolved externally, for example, through mediation, arbitration or by taking legal action.

You can also raise complaints about certain services we provide directly with the Financial Ombudsman Service. This is an independent body and its service is free to you.

You can contact the Financial Ombudsman Service on 1300 780 808 toll free or by email to [info@fos.org.au](mailto:info@fos.org.au) or write to GPO Box 3, Melbourne, Victoria 3001.

You can visit the Financial Ombudsman Service web site at [www.fos.org.au](http://www.fos.org.au)



## Inflation protection

To protect you from the effects of inflation, if you have the Fire and Defined Events section under “What’s covered” and “Inflation Protection” shown in the schedule we will automatically change the insured amount at renewal in line with movements in the Consumer Price Index or another similar index.

If the insured amount increases because of index linking, the new premium and relevant government charges will be based on the new insured amounts shown on the schedule.

# Other conditions

## Keeping us up to date

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During the period of insurance and at renewal you must tell us of any of the following changes (for which we may ask for an additional premium to maintain cover):

- if the building is not in a good state of repair;
- work on the building other than routine maintenance or decoration;
- any change in the business;
- any change of premises;
- details of any conversion or modification to your vehicle made by someone other than the manufacturer. For example, if you give your vehicle wide tyres or wheels, or lower its suspension;
- if there is anyone under the age of 25 years who is likely to be a regular driver of the vehicle;
- if there is any change in the use of your vehicle. For example, if you start using your vehicle for courier services.

## Taking care

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You must:

- take all reasonable steps to prevent loss of or damage to the property insured by the policy;
- take all reasonable care to prevent injury to another person or damage to another person's property;
- comply with all laws and safety requirements imposed by any authority or by state or national legislation;
- employ only competent employees;
- keep all property well maintained;
- keep all vehicles in a roadworthy condition.



## **Complying with our requirements**

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You must comply, within a reasonable time which we will specify, with any request made by us:

- to be allowed to survey your premises or examine your products;
- for the protection or improvement of your property;
- to reduce the likelihood of injury or loss of or damage to property.

You must give us, and pay for, all of the information we reasonably ask for about a claim. You must also help us to take legal action against anyone or help us defend any legal action if we ask you to.

## **Third party interests**

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We will not insure the interests of any person other than you, unless you have notified us in writing of such interest, and the interest has been noted in the schedule.

## **Joint insureds**

If more than one person takes out this insurance, each is a joint insured. Each joint insured gives authority to each other joint insured to make any changes to this policy including cancelling this policy or removing a joint insured. AAMI may agree to any change without notice to any person other than the joint insured requesting the change.

# General exclusions

These are the policy exclusions which apply to all the sections of your policy, unless otherwise specified.

We will not cover:

## Nuclear risks

any loss, destruction, consequential loss, damage, injury, legal liability or business legal liability directly or indirectly caused by or contributed to by, or arising from:

ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or fission of nuclear fuel; or

the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

## Nuclear weapons

any loss, destruction, consequential loss, damage, injury, legal liability or business legal liability directly or indirectly caused by or contributed to by, or arising from nuclear weapons material.

## War risks

any consequence of war or warlike activities which includes invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

## Confiscation, nationalisation or expropriation

any loss, damage or consequential loss due to confiscation, nationalisation or expropriation.

any loss, damage or consequential loss caused by any person or organisation who lawfully destroys or takes away your ownership or control of any property or vehicle covered by the policy.



## **Sonic bangs**

any loss, damage or consequential loss due to pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.

## **Existing damage**

any loss or damage which happens before this cover starts or which arises from an event before the period of insurance cover starts.

## **Deliberate damage**

any loss or damage caused deliberately by you, your family or a person acting with the consent of you or your family, any director, business partner, principal, or employee of yours, or with your permission.

This does not apply to Part B Section 7 of the policy.

## **Unoccupied premises**

any loss or damage where the premises has been totally unoccupied for 30 (thirty) or more consecutive days, unless our written consent has been obtained before the premises are left so unoccupied.

This does not apply to Part B Section 7 of the policy.

## **Contractual liability**

any loss or damage in respect of which you have entered into an agreement which excludes your right to recover from a third party or any claim for liability where you have admitted liability without our agreement.

## Consequential loss

consequential loss of any kind including loss by delay, confiscation or detention by customs or other lawful authority, loss of market, lack of performance, loss of contract or depreciation in the value of land and stock.

This does not apply to Part B Section 5 of the policy.

## Electronic data exclusion

This exclusion prevails over any other provision in the policy except any terrorism exclusion.

- (a) we will not cover:
  - (i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data,
  - (ii) error in creating, amending, entering, deleting or using electronic data, or
  - (iii) total or partial inability or failure to receive, send, access or use electronic data for any time or at all,

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

- (b) we will not cover legal liability or business legal liability for communication, display, distribution or publication of electronic data.

However, this exclusion does not apply to bodily injury, death, sickness, disease, disability, shock, fright, mental injury, mental anguish or loss of consortium resulting from any of them.



- (c) where an event listed below (being an event covered under “What we cover” in Part B Section 1 and/or Part B Section 3 of the policy but for this exclusion) is caused by any of the matters described in paragraph (a) above, the policy, subject to all its provisions, will insure:
  - (i) loss of or damage to insured property directly caused by the event, and/or
  - (ii) consequential loss insured by the policy.

This exclusion does not apply where an event listed below (being an event covered under “What we cover” in Part B Section 1 and/or Part B Section 3 of the policy but for this exclusion) caused any of the matters described in paragraph (a) above:

- fire
- lightning or Thunderbolt
- explosion
- earthquake, including subterranean fire, volcanic eruption
- impact by any road vehicle, space debris, animal, falling tree
- impact by aircraft or anything dropped from them
- wind and/or water (including snow, sleet and hail)
- sprinkler leakage
- theft of electronic data solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such electronic data
- (d) for the purposes of the “What we pay” provision in the policy, computer systems records includes electronic data.

- (e) where damage to property or property are used in the policy, they do not include electronic data.

This does not apply to Part B Sections 1E, 8, 9 or 10 of the policy.

## **Terrorism**

Except as otherwise provided in the Terrorism Insurance Act 2003 we will not cover:

- (a) personal injury, damage to property, legal liability, business legal liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the personal injury, damage to property, legal liability, business legal liability, loss, damage, cost or expense;
- (b) personal injury, damage to property, legal liability, business legal liability, loss, damage, cost or expense of whatsoever 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 any act of terrorism.



# Definitions

The following policy definitions apply to all sections of your policy unless otherwise specified:

**Act of terrorism.** An act, including but not limited to the use of force or violence and/or the threat thereof 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, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## **Additional costs.**

Claimant's costs,

First aid costs (other than medical costs which we are not allowed to pay by law),

Defence costs incurred with our written consent,

Any other costs and expenses incurred with our written consent.

**Agreed value.** The amount we agree to insure your vehicle for. This amount is shown in the schedule.

**Boilers and pressure plant.** Those parts of the permanent structure of the machinery described in the schedule which are subject to internal steam gas or fluid pressure (other than atmospheric pressure) including fittings and direct attachments which are connected to the permanent structure without intervening valve or cock.

Supporting structures of the machinery described above (other than foundations, masonry or brickwork) such as furnace doors, access doors, external combustion chambers, smoke boxes and casings.

Metal parts of pressure and water gauges and their connections to the permanent structure.

**Broken.** (When we use it with glass), means when glass is broken through its entire thickness. It does not mean glass that is only chipped or scratched or that has imperfections.

**Building or buildings.** Buildings and structural improvements, including services, fences, walls, gates and landlord's fixtures and fittings.

**Business.** The business described in the schedule as The Business, including the ownership of any business buildings.

**Business buildings.** Buildings and structural improvements including services, fences, walls, gates and landlord's fixtures and fittings, which are used solely or primarily in connection with the business, but excluding your home.

**Business computer equipment, business computer or business computers.** Electronic data processing equipment use in connection with the business, comprising a central processing unit with flexible programming ability, video display units, printers, hard disks, floppy disk drives, micro diskettes including read/write heads, electro/mechanical motors and passive components, but does not include software.

**Business contents.** Business equipment, plant, fixtures, fittings, business furniture and tools of trade used in connection with the business,

Business documents, patterns, models, moulds, dies or lasts, but limited to the value of such items in your financial records used in connection with the business,

Paintings, works of art, antiques and curios up to \$5,000 any one item, and \$20,000 for all such articles, unless a different amount is shown in the schedule, used in connection with the business.



Business contents also includes:

Tenants' improvements (when you are the tenant but not the owner of the premises), and

Landlords fixtures and fittings for which you as tenant are legally liable,

But excluding your contents.

**Business diagnostic equipment.** Electronic research, diagnostic or electro-medical equipment, used in connection with the business.

**Business documents.** Documents, manuscripts, business books, computer system's records, plans or designs. These items are only insured for their value in an unused or blank state as stationery or media as the case may be.

**Business equipment.** Business machinery, boilers and pressure plant, business computers, business electronic equipment and business general electronic equipment, used in connection with the business.

**Business general electronic equipment.** Telecommunication transmission and receiving equipment, lighting facilities, audio visual amplification and surveillance equipment, and office machines, used in connection with the business.

Business general electronic equipment does not include business diagnostic equipment.

**Business hours.** The time that you or any of your employees are on the premises in connection with the business, including overtime.

**Business machinery.** Any item or component of an item used in connection with the business, including electronic and other integral parts which generates, contains, controls, transmits, receives, transforms, or utilises any form or source of energy or power as described in the schedule.

Business machinery does not include business computer equipment, business general electronic equipment, business diagnostic equipment, coin/card operated machines, lifts and escalators, storage tanks and vats, stationary and mobile pressure vessels containing explosive gases, domestic type hot water systems, mobile plant, ducting, reticulating electrical wiring, water and gas piping and any other machinery not owned by you or not installed or used at the premises unless specified in the schedule.

**Business money.** Current coin, bank notes or negotiable instruments such as but not limited to cheques, stamps, vouchers or tickets all belonging to the business, or for which you are legally responsible, but excluding lottery tickets, which are used in connection with the business.

**Business property.** Business buildings, business contents, stock, capital additions and any other business items specified in the schedule, owned by you or for which you are legally responsible, which are used solely or primarily for business use but excluding:

business money,

explosives,

aircraft and/or watercraft of every kind and description, or

registered motor vehicles and trailers, unless these items are specified in the schedule.

**Capital additions.** Alterations or additions to business buildings or business contents at the premises carried out after the commencement of the period of insurance.

**Cigarettes and liquor.** Cigarettes, cigars, tobacco, liquor and spirits.



**Collapse.** The sudden distortion of the furnace or firebox of an internally fired boiler or any part of a pressure vessel caused by bending or crushing of the permanent structure by force of steam, gas, fluid, pressure or vacuum including damage caused by overheating resulting from a deficiency of water.

**Collision.** Accidental, sudden and violent contact.

**Computer virus.** A corrupting, harmful, or otherwise unauthorised piece of code that infiltrates your computer equipment, including a set of unauthorised instructions, programmatic or otherwise, that propagates itself through your computer equipment. Computer virus includes “Trojan horses”, “worms” and “time or logic bombs”.

**Contaminants or pollutants.** Includes smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants and other contaminants or pollutants.

**Contents.** Any of the items we list below (including the high risk items) that you either own, or are legally responsible for, but only if you normally keep them in your home, or at the site or in the case of glass, at the premises:

- (a) items you have listed as specified items in the schedule,
- (b) furniture, furnishings, carpets, or floor rugs,
- (c) curtains, or internal blinds,
- (d) portable household electrical appliances,
- (e) household goods (but not mirrors, glassware, crystal, crockery or china while it is being used or carried),
- (f) clothing, or personal belongings (but not sporting clothing or sporting equipment while they are being used),
- (g) free-standing swimming pools that can be moved from the site,

- (h) wheelchairs, motorised golf buggies, or ride-on lawn mowers if they do not require registration,
- (i) money, business money, financial transaction cards, negotiable instruments, or bullion,
- (j) documents,
- (k) any non motorised craft up to 3.5m in length that floats or travels on water, whilst stored at the site, and
- (l) glass that forms part of your furniture, which is not permanently fixed in your home or business buildings.

Contents does not mean any of the items we list below (including the high risk items):

- (a) fish, birds, or animals of any kind,
- (b) lawns, hedges, trees, shrubs, or plants,
- (c) motor vehicles, motorcycles, trail bikes, mini bikes, caravans, or trailers, and any equipment that is part of or belongs to any of these,
- (d) aircraft, or watercraft, and any equipment that is part of or belongs to either of these,
- (e) any non motorised craft up to 3.5m in length that floats or travels on water that is away from the home or site at the time of the loss or damage,
- (f) unregistered or unlicensed firearms,
- (g) any item that is included in the definition of home,
- (h) business property other than business visitors' contents, signs, glass, and transaction cards, that are used in connection with the business, or
- (i) any more than \$500 for business money.



**Damage or damaged.** Sudden and unforeseen physical damage or destruction to the insured property but does not include wear and tear.

**Dangerous goods.** substances which are shown in the Australian Code for the Transport of Dangerous Goods by Road or Rail,

liquid fuels, liquefied or compressed gasses, toxic chemicals, acids, organic peroxides, or corrosives,

infectious, explosive radioactive, or oxidising substances, or

substances with a flashpoint of below 22.7°C.

**Depreciation.** The accounting process we use to work out how much to reduce our assessment of the value of your property by because of its age and condition.

**Domestic type hot water systems.** Any heating or hot water system of any kind used for domestic purposes not exceeding 500 litres and normally operating at a temperature not exceeding 99°C.

**Economically repaired.** Economically repaired means that it costs less to repair the item than to either:

replace the item, or

where we indicate in the policy, replace the item after applying depreciation to it.

**Electronic data.** Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronics and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

**Employee or employees.** Any person engaged in the business under a contract of service or apprenticeship.

**Event or events.** One incident or all incidents of a series consequent on, or attributable to, one source or original cause.

**Excess or excesses.** The first amount of each and every claim that shall be paid by you, after the application of any limits. The excess will be deducted after the application of any limits or terms imposed by the policy.

For example if a limit of \$1,000 applies, and an excess of \$250 is payable by you, the amount we pay will be \$750.

If you suffer loss or damage which leads to a claim under more than one section of the policy, or for more than one item of property:

- (a) the highest excess is payable, but
- (b) only one excess is payable.

## **Expendable items**

electrical and electronic glass bulbs, tubes, x-ray tubes, contacts, fuses and heating elements,

tracks, rails, wear plates, cutting edges, tools, dies, engraved cylinders, moulds, patterns, shear pins, filters, chains, belts, tyres, tracks or conveyor belts and any other part or parts which require periodic replacement.

**Family.** Any of the following people who normally live at the home:

- parents, grandparents,
- spouse, de facto spouse,
- children, grandchildren, and
- brothers, sisters.



**Fire.** Burning with flames, where what is burning is not intended to be burned. It does not include scorching, melting or charring if that happens without flames.

**Fixture or fixtures.** Any item that is permanently attached or fixed to your home. You would not normally take this type of item with you if you moved house. For example, kitchen cupboards, built-in wardrobes or bathroom fittings such as taps and towel rails.

**Flood.** The complete covering of normally dry land by any water escaping or released from the normal borders of:

- any lake or natural watercourse, whether or not altered or modified, or
- any reservoir, canal, dam, or stormwater channel, or

that, because of water that has already escaped or been released, cannot enter:

- any lake or natural watercourse, or
- any reservoir, canal, dam or stormwater channel.

**Glass.** Any of the following that are permanently fixed to your home or business buildings:

- (a) shower base,
- (b) basin or sink,
- (c) bath,
- (d) toilet or toilet cistern, or
- (e) glass.

**Goods.** Stock, plant and or machinery that you buy, sell or use in connection with your business.

**Gross income.** The money paid or payable to you for goods sold, services rendered, or rental received, less the purchase price of stock.

**High risk items.** Any of the items listed below that you have not specified:

- (a) any curios, collections of stamps, medals, coins, or other collectables that are sold or issued as part of a set or collection, and
- (b) any portable musical instrument, and
- (c) contact lenses, hearing aids, prosthetic or dental aids, and
- (d) any watches, or pieces of jewellery, gems, and
- (e) if you live in the home as a Strata Title owner, fixtures and fittings that you have put in the home for your own use, and
- (f) if you live in the home as a tenant, any landlord's fixtures and fittings that you are responsible for under the lease.

High risk items does not include bullion.

## Home

Your house, and

any fixture or home improvement on the site, including:

gates, fences and retaining walls,

in ground pools, saunas or spas,

pergolas and gazebos,

wharves, jetties or pontoons not used for commercial purposes,

outbuildings, and

glass.



Home does not mean:

- carpet (unless you lease out your home),
- pool covers,
- hedges, trees, shrubs or plants,
- free-standing swimming pools, saunas or spas that can be moved from the site,
- motor vehicles, watercraft or aircraft,
- glass that forms part of your contents (please note that insurance for this is available if you insure your contents with us), or
- any business property.

**Home improvement.** Any permanent addition to or around your home, that adds value to it so that the cost of rebuilding, replacing or repairing your home is increased. For example, a garden shed, carport, fixed swimming pool or fence.

Home improvement does not mean trees, shrubs, soil, or any natural bushland.

**House.** The main residential building on the site. It does not mean any:

- relocatable home, or park home,
- mobile home or caravan, or
- display home.

**Indemnity period.** The period beginning when the damage took place, and ending when the business is no longer affected by the damage, or the period shown in the schedule, whichever is the sooner.

**Indemnity value of the building.** The value of the building at the time of loss or damage taking into account the age and condition of the building.

**Insured amount or insured amounts.** The relevant amount(s) specified in the schedule.

**Loss or losses.** Sudden and unforeseen physical loss or losses but does not mean the insured property is accidentally lost or misplaced.

**Malicious.** Malicious means that the person doing the act intends the act to cause damage.

**Market value.** The amount you would have to pay to buy a vehicle similar to your vehicle immediately before the loss or damage, taking into account its make, model, age, kilometres travelled and condition.

To determine the market value, we may refer to an accepted motor vehicle valuation guide used by the motor industry.

**Negotiable instrument or negotiable instruments.** A legal document or documents that represents money and that can be legally transferred in title from one person to another. For example, a cheque or money order.

**New residence.** A residential building in Australia that:

you have permanently moved to, or

you are in the process of permanently moving to,

that is structurally sound, well maintained, fully enclosed by walls and a roof and can be locked up.



**Occurrence or occurrences.** An event, including continuous or repeated exposure to substantially the same general conditions which results in personal injury or damage to property neither expected nor intended by anyone insured by the policy.

**Office.** A room used solely for clerical and/or administrative duties.

**Open air.** Any area at the site that is:  
not fully enclosed by walls and a roof of a building, and  
not able to be locked up.

**Other business property.** Items described in the schedule.

**Period of insurance.** The period of time beginning on the date shown by "Start Date" on the schedule, and ending at midnight on the date shown by "Expiry Date" on the schedule.

**Personal effects.** Clothing and personal belongings normally worn or carried but excluding personal computers, musical instruments, curios, works of art, money or credit cards.

**Personal injury.** Death, bodily injury, sickness, disease, disability, shock, fright, mental injury, mental anguish, or loss of consortium resulting from any of them; or

the effects of:

false arrest, false imprisonment, wrongful eviction, wrongful detention, and humiliation;

libel, slander, defamation of character or invasion of the right of privacy; or

assault and battery not committed by, or at the direction of, you unless committed for the purpose of preventing or eliminating danger to persons or property.

Where the personal injury consists of any latent medical condition, we will consider the personal injury to have happened at the time that the medical condition was first diagnosed.

**Premises.** The premises at the insured address stated in the schedule.

**Premium.** The amount you must pay us for the insurance you select.

**Pressure pipe systems.** In respect of boilers and pressure plant any pressure pipe systems with valves, fittings, traps and separators which contain steam condensate, gas or fluids under pressure (other than atmospheric pressure) and which is generated in whole or in part within the machinery specified in the schedule, including any feed water piping between such boiler and its feed pump or injector, but not including any such pipe systems which form part of any other vessel or apparatus.

In respect of refrigeration and air-conditioning machinery specified in the schedule the interconnecting coils and pipework containing transfer media.

**Product or products.** Anything (after it has ceased to be in your possession or control) including its packaging or container which is manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied, or distributed in or from Australia or its external territories by you in the normal course of the business, and also including directions, markings, instructions or warnings given or omitted to be given by you in connection with such products.



**Safe or strongroom or safes or strongrooms.** 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 hand-held or power operated tools, but excluding any automated teller machine.

## **Schedule**

Your most recent policy schedule. We will give you a schedule when:

- you first buy a policy from us,
- you change any part of any policy or any personal details relevant to it, or
- we offer to renew any policy you have with us.

## **Seasonal increase period or seasonal increase periods.**

- 20 days prior to and including Easter Sunday,
- 10 days following Easter Sunday,
- 1 December to 29 January the following year (inclusive).

**Signs.** Advertising or identification signs made out of glass or electrically illuminated permanently fixed to the building or contained within the premises.

**Site.** The following area at the insured address stated in the schedule:

- the land your home is built on, and
- the part of the yard or garden surrounding your home that is used only for domestic purposes.

**Specified accessory or specified accessories.** Equipment (including auxiliary equipment attached to earthmoving, lifting or maintenance vehicles) and optional extras that:

- are not supplied by the manufacturer as original equipment,
- you tell us about,
- are listed in the schedule, and
- are in or on a vehicle listed in the schedule.

**Stock.** Stock in trade and cigarettes and liquor.

**Stock in trade.** Merchandise and customers' goods for which you are legally liable including the value of the work done and any containers or packaging materials used in connection with the business, but excludes cigarettes and liquor, and bullion.

**Stock transfers.** Transfer of goods between your premises.

**Storm.** Any violent wind, cyclone or tornado, including such events that may occur with rain or snow.

**Territorial limits.**

Australia including its external territories

Anywhere else in the world except North America or states or territories incorporated in or administered by any country in North America.

**Total loss.** When your vehicle is stolen and not recovered, or is damaged so badly it would cost more to repair than the value of your vehicle.



**Trade samples.** Samples of your goods carried for the purpose of demonstration.

**UNEP.** Montreal Protocol with respect to substances which deplete the ozone layer.

**Unoccupied.** Unoccupied means either:

no-one is using the house as a residence, or

someone is using the house as a residence, but without your consent.

**Value of your vehicle.** The market value or agreed value, whichever is shown in your schedule.

**Vehicle or vehicles.** A mechanically propelled motor vehicle or trailer that is designed for use on land only, including any of its accessories, emergency and servicing equipment and spare parts installed by the manufacturer as standard equipment (but not gates, chains, ropes, tarpaulins or other articles or materials used to cover or secure loads), and specified accessories, which are your property and specified in the schedule.

**Watercraft.** Any craft designed for use on or about water (excluding non motorised craft up to 3.5m in length).

**Weekly benefit.** The amount shown in the schedule.



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