



QBE Insurance (Australia) Limited

# Home insurance listed events

Product disclosure statement and Policy Wording

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

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

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

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

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

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

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

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

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

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## About this booklet

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

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

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

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

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

### **For more information or to make a claim**

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact your financial services provider. The contact details for your financial services provider are set out in the financial services guide 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

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

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## 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.

### Your sum insured may not be adequate

The Policy provides replacement or reinstatement conditions for home and contents which means that claims are settled without contribution for age, depreciation or wear and tear. It is important that the sums insured you select cover the cost of replacing your home and contents on a new for old basis. The sums insured that you select must make allowance for structural improvements (such as sheds, pergolas, and fencing), and GST. It is recommended that you use the free, sum insured calculator, available on our website to determine your home sum insured.

It is important that you read the limits in the terms and conditions for items such as works of art, items of jewellery and collections. If you have any of these items that will cost more than the limit to replace, then you will need to nominate them to ensure that they are covered for more than the limit.

For example, there is a limit on jewellery of \$5,000 per item, and in total, 25% of the contents sum insured. If it would cost more than this to replace your jewellery as new, then you must specify your jewellery item(s) to ensure that you are covered for your jewellery's full value.

### The cost of this policy

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

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

- where the home or contents are located;
- the sum insured; and
- your previous insurance and claims history.

Some rating factors do not affect all components of the premium calculation. For example, age discounts, retiree discounts and loyalty discounts do not apply to the parts of the premium paid for liability cover or flood cover.

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## Cooling off period

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

To cancel your Policy within the cooling off period, contact your financial services provider.

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

## General Insurance Code of Practice

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

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

## Privacy

We take the security of your personal information seriously.

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the ways we could use it. To get a copy at no charge by us, please visit [qbe.com.au/privacy](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.

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## Complaints

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

### Step 1 – Talk to us

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

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

### Step 2 – Customer Care

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

### Step 3 – Internal Dispute Resolution

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

### Step 4 – Still not resolved?

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

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

#### *Disputes not covered by the AFCA Rules*

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

#### *Privacy complaints*

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

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

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## Contacting QBE's Customer Care Unit, AFCA or the OAIC

### How to contact QBE Customer Care

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

### How to contact AFCA

Phone	1800 931 678 (free call)
Email	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
Online	<a href="http://www.afca.org.au">www.afca.org.au</a>
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	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## Financial Claims Scheme

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

### How to contact APRA

Phone	1300 558 849. Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	<a href="http://www.apra.gov.au/financial-claims-scheme-general-insurers">www.apra.gov.au/financial-claims-scheme-general-insurers</a>

## Policy Wording

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

### Our agreement

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

- This Policy Wording; and
- 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;
- some conditions set out under 'Claims', which detail 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.

### Paying your premium

The ways you can pay your premium, and the frequency you can pay it, are described below:

- in one annual payment to your financial services provider according to their business practices; or
- in monthly instalments by direct debit from your credit card or from your account with your financial institution which facility can be arranged by your financial services provider.

Your premium and the date it's due are shown on your Policy Schedule.

### Annual premium

If you pay your premium annually, and it's not paid by the due date or if your payment is dishonoured, this Policy won't operate and there'll be no cover.

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## **Instalment payments**

If you pay your premium by instalment, your Policy Schedule will show the date and frequency of your instalments. If your direct debit details change you must tell us no later than seven days before your next instalment is due.

### *At renewal*

If you pay by instalments, and renew your Policy, we'll continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless you tell us to stop your direct debit.

### *What happens if you miss an instalment*

If you miss an instalment, we'll contact you to ask you to pay it or arrange to collect it from you. If you don't pay the missed instalment your Policy may be cancelled and we'll write to you to let you know when this will happen.

### *If your payment details change*

If your direct debit details change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date.

## **Adjustment of premium on renewal**

If we invite you to renew your Policy, we will send you a renewal invitation. If you make any changes to your Policy after we send you our renewal invitation, and we agree to continue to insure you, we'll send you an updated renewal invitation and you'll need to pay us any additional premium to ensure your cover is not affected.

If you claim for an incident that happened during a previous period of insurance, you must tell us about it and agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

If you had no knowledge or were otherwise unaware of the circumstances surrounding the claim during the previous period of insurance until after the renewal date, then no additional premium increase will be applied to that renewal term.

This condition doesn't affect any other rights we have at law or under this Policy.

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## 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.

When we say	We mean
Act of terrorism	<p>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:</p> <ul style="list-style-type: none"> <li>• involves violence against one or more persons; or</li> <li>• involves damage to property; or</li> <li>• endangers life other than that of the person committing the action; or</li> <li>• creates a risk to health or safety of the public or a section of the public; or</li> <li>• is designed to interfere with or to disrupt an electronic system.</li> </ul>
Action of the sea	tidal wave, high tide, king tide, storm surge, or any other movement of the sea except for tsunami.
Antique	an item valued for its rarity, aesthetic or historical significance which is over 100 years old. It does not include jewellery, watches or collections.
Damage or damaged	when property insured by this Policy is physically harmed, but not from wear and tear, and its value or usefulness is permanently reduced. It also includes where property insured is destroyed or unrecoverable.

When we say	We mean
	<p>It does not include:</p> <ul style="list-style-type: none"> <li>• where property can be cleaned using ordinary household chemicals and cleaning processes to bring it back to its pre-event condition. Property may be considered to be damaged if only professional cleaning can bring it back to its state prior to the event; or</li> <li>• scratching or denting which is cosmetic and that is the only damage.</li> </ul>
Earth movement	<p>includes landslide, landslip, mudslide, subsidence and the heaving, collapsing, vibration, erosion, settlement, shrinkage of earth but not earthquake.</p> <p>Note: 'Heave' is the upward movement of the earth supporting a building because of the expansion of soil.</p>
Flood	<p>the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:</p> <ul style="list-style-type: none"> <li>• a lake (whether or not it has been altered or modified);</li> <li>• a river (whether or not it has been altered or modified);</li> <li>• a creek (whether or not it has been altered or modified);</li> <li>• another natural watercourse (whether or not it has been altered or modified);</li> <li>• a reservoir;</li> <li>• a canal; or</li> <li>• a dam.</li> </ul>
Model aircraft or drone	<p>a micro or very small, remotely piloted aircraft that's a toy, or flown solely for hobby, leisure, sport or recreational purposes, provided that it:</p> <ul style="list-style-type: none"> <li>• isn't a kite;</li> <li>• is registered, if required by law;</li> <li>• isn't used for anything other than the purpose for which it was originally designed;</li> </ul>

When we say	We mean
	<ul style="list-style-type: none"> <li>• has a wingspan of no more than 150 centimetres;</li> <li>• weighs no more than two kilograms, including anything in, on or attached to it (for example, a camera or gimbal); and</li> <li>• costs no more than \$1,500 when new including anything in, on or attached to it.</li> </ul> <p>A model aircraft or drone does not include anything that is ever used in connection with or in relation to any commercial purpose or earning any income.</p>
Negotiable instruments	treasury notes, savings certificates, stamps, money orders, gift certificates, stored value cards and any other negotiable instruments.
Open air	anywhere at the site not fully enclosed by walls and a roof.
Period of insurance	the period shown in the current Policy Schedule.
Policy Schedule	the document we give you which sets out the details of your cover which are particular to you. It forms part of the Policy. It shows the cover and any options that you have selected. When your Policy is changed or renewed, we will give you a new Policy Schedule. The information on your Policy Schedule can modify the terms set out in this Policy.
Power surge	an unexpected, temporary, uncontrolled increase in current or voltage in an electrical circuit. Also known as a power swell, brown out, voltage variation or power spike.
Reasonable costs	<p>if we arrange the repair, rebuild, replacement or work for which a cost is incurred: the actual cost that we incur.</p> <p>If you arrange the repair, rebuild, replacement or work for which a cost is incurred with our prior consent: the actual cost as set out in a valid tax invoice.</p>



When we say	We mean
	<p>If you arrange the repair, rebuild, replacement or work for which a cost is incurred without our prior consent because of an emergency and you act reasonably in:</p> <ul style="list-style-type: none"> <li>• making arrangements by engaging reputable service providers or sourcing replacement property at market rates; or</li> <li>• arranging repairs, rebuild or replacements at market rates that are necessary to restore your property to a condition no better than when new; or</li> <li>• taking proportionate steps to protect your property from further damage:</li> </ul> <p>the actual cost as set out in a valid tax invoice.</p> <p>If you arrange the repair, rebuild or replacement or work for which a cost is incurred without our prior consent because of an emergency and you do not act reasonably: the cost that you would have incurred if you had acted reasonably.</p> <p>If you arrange the repair, rebuild, replacement or work for which a cost is incurred without our prior consent and there is no emergency: the cost we would have incurred if you had obtained our prior consent and we had made the arrangements.</p> <p>In this definition, when we say 'work' this includes services such as temporary accommodation costs.</p> <p>In this definition, when we say 'act reasonably' this means acting prudently, as if you did not have insurance.</p>
Site	the address shown on your Policy Schedule where your home is located or your contents are kept.
Storm surge	the covering of normally dry coastal land by water as a result of wind and low atmospheric pressure caused by a storm.

When we say	We mean
Total loss	<p>your property is a total loss when:</p> <ul style="list-style-type: none"> <li>• we pay the total sum insured or item limit; or</li> <li>• your insured home and/or contents, Specified Contents items or Specified Valuables items are lost or destroyed.</li> </ul>
Unliveable	<p>the home is unliveable if, due to an incident:</p> <ul style="list-style-type: none"> <li>• it is unsafe to live in; or</li> <li>• the disabled access and/or mobility handles and rails required by you and/or your family are damaged to the extent that they are no longer fit for purpose; or</li> <li>• it is not furnished such that it is comfortably habitable; or</li> <li>• it does not contain a functioning refrigerator and cooking appliance; or</li> <li>• it does not have functional bathroom facilities; or</li> <li>• it is not connected to the electricity supply; or</li> <li>• it is not connected to hot and cold running water.</li> </ul>
Unoccupied	<p>a property is unoccupied in a period of 100 consecutive days if, during that period, the following did not happen:</p> <ul style="list-style-type: none"> <li>• you, your family, or someone with your consent slept and ate there for at least two consecutive nights in that 100 day period; and</li> <li>• on those two nights the property: <ul style="list-style-type: none"> <li>○ was furnished such that it was comfortably habitable; and</li> <li>○ contained at least one usable bed/mattress; and</li> <li>○ contained at least one table or bench and a chair; and</li> <li>○ contained a functioning refrigerator and cooking appliance; and</li> </ul> </li> </ul>

When we say	We mean
	<ul style="list-style-type: none"> <li>○ was connected to the electricity supply; and</li> <li>○ was connected to hot and cold running water.</li> </ul> <p>You may be asked to prove the occupancy of the property in the event of a claim. This may be supported by the usage of the utilities that are connected to the property. Sometimes we might ask for other evidence of occupancy.</p>
We, our, us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
Your family	any member of your family who lives permanently with you, including your partner.
You, your	<p>the person(s), companies or firms named on the current Policy Schedule as the 'Insured'. Family members are also insured as long as they normally live with the insured. Family members include:</p> <ul style="list-style-type: none"> <li>● the insured's partner;</li> <li>● children of the insured;</li> <li>● children of the insured's partner;</li> <li>● the insured's parents; and</li> <li>● the insured's partner's parents.</li> </ul> <p>If the insured noted on the Policy is a company or a trust then "you" also includes the following people if they normally live at the site:</p> <ul style="list-style-type: none"> <li>● that company's directors or owners or that trust's owners or beneficiaries; and</li> <li>● their respective family members as listed above.</li> </ul> <p>In this Policy all these people are called 'you' or 'your'.</p>

## Section 1: What 'Home' and 'Contents' mean

### Home

Your Policy Schedule indicates whether your home is insured and the sum insured.

#### What 'Home' means

Your 'Home' is the dwelling used entirely or primarily as a place of residence at the site shown on your Policy Schedule including any professional offices or surgeries in the Home.

'Home' includes the following:

- (a) outbuildings, fixtures and structural improvements including in-ground swimming pools, tennis courts, in-ground spas, saunas, fixed solar photovoltaic or hot water systems, water tanks, jetties, wharves, moorings and pontoons all of which are used for domestic purposes,
- (b) fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings,
- (c) services (whether underground or not) that are your property or which you are liable to repair or replace or pay the cost of their repair or replacement,
- (d) landscaping, paved pathways and paved driveways, retaining walls, fences and gates entirely or partly on the site,
- (e) individual community title units or lots that are legally authorised to be insured by you and that the body corporate, community association or similar body is not required by law to insure,
- (f) water in water tanks but only if there is no drinkable water supply available at the site.

#### What 'Home' does not mean

'Home' does not include:

- (a) carpets (whether fixed or not), curtains or internal blinds unless you regularly lease out the home on an unfurnished basis,
  - (b) earth or gravel pathways or driveways or other unpaved surfaces,
  - (c) a hotel, motel, nursing home or boarding house,
  - (d) buildings of flats or caravan (whether fixed to the site or not), unless this is expressly endorsed on your Policy Schedule,
-

- (e) strata title, company title or any common community title property with respect to insuring the building, however we will insure contents contained within these units,
- (f) any building used for any business or trade, except a dwelling used principally as a place of residence that also contains an office or surgery,
- (g) a building in the course of construction,
- (h) a building in the course of being demolished, or that is vacant pending demolition,
- (i) a temporary building or structure,
- (j) trees, shrubs and any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch,
- (k) water in tanks if there is a drinkable water supply available at the site such as mains water.

## Contents

Your Policy Schedule indicates whether your contents are insured and the sums insured.

The total contents sum insured consists of:

- a sum insured for unspecified contents; and
- a sum insured for specified contents.

Specified contents are items of particular value that you have individually listed as specified items and that are listed on the Policy Schedule under 'Contents, specified items'.

### What 'Contents' means

'Contents' means, items (a) to (u) below, while they are at the site, and which belong to you or your family or for whose loss or damage you or your family are legally liable.

Contents are:

- (a) all household goods (including carpets whether fixed or not, curtains and internal blinds), clothing and personal effects, cash, coins and negotiable instruments,
  - (b) articles of special value which you have listed on the Policy Schedule under 'Contents specified items',
  - (c) if you live in or own a strata title unit, the internal paint work, wallpaper and any fixture or structural improvement within or attached to that residence which the Body Corporate is not required by law to insure,
  - (d) if you are a tenant, landlord's fixtures and fittings for which you are legally liable and fixtures and fittings installed by you for your own use,
-

- (e) any of the following equipment if it does not require registration:
  - > golf buggies;
  - > motorcycles up to 250cc engine capacity;
  - > garden equipment;
  - > motorised wheelchairs and mobility scooters;
  - > remote controlled model or toy motor vehicles;
- (f) model aircraft or drones, or toy kites,
- (g) canoes, kayaks, surfboards, surf skis or sailboards, and any other watercraft up to:
  - > four metres in length; and
  - > which does not require registration under state or territory legislation.

This means that if the watercraft is not a canoe, kayak, surfboard, surf-ski or sailboard and it is either longer than four metres, or it requires registration under state or territory legislation, it is not covered.

A watercraft motor:

- > not attached to a watercraft; and
- > at the site

will be treated by us as a watercraft accessory. If the watercraft motor belongs to watercraft that requires registration, then it is not covered by this Policy.

- (h) bicycles and other sporting equipment,
  - (i) accessories and spare parts for the following: motor vehicles, motorcycles, bicycles, caravans, trailers, watercraft, golf buggies, ride-on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis, kayaks and canoes,
  - (j) swimming pools, saunas and spas that are not permanently installed,
  - (k) accessories for any swimming pools, saunas and spas that are not permanently installed,
  - (l) jewellery and watches, items that contain gold or silver (this does not include items thinly covered with gold or silver) and collections of stamps, money or medals,
  - (m) items thinly covered with gold or silver that are not jewellery or watches,
  - (n) paintings and prints, tapestries, Persian or similar rugs, antiques and any other works of art,
-

- (o) projectors and screens,
- (p) equipment for developing and enlarging photographs,
- (q) processed film, slides and prints,
- (r) tapes, cassettes, cartridges and discs, including software,
- (s) data stored on any computer, computer disk or computer tape (including the cost of restoring the data),
- (t) plants or trees growing in pots or tubs,
- (u) furniture and equipment of an office or surgery used by you or your family in your own business in the home and tools and equipment used for earning income by you or your family.

### **What 'Contents' does not mean**

'Contents' does not include:

- (a) fish, birds or animals of any description,
  - (b) trees, shrubs and any other plant life including grass or lawns, or soil, bark or mulch other than plants and trees growing in pots or tubs,
  - (c) any caravan or trailer,
  - (d) motorised vehicles other than those listed in point (e) under the heading 'What 'Contents' means',
  - (e) watercraft other than those listed in point (g) under the heading 'What 'Contents' means',
  - (f) aerial devices, aircraft or their accessories (other than model aircraft or drones, or toy kites noted in point (f) of 'What 'Contents' means'),
  - (g) accessories or spare parts, keys or remote locking or alarm devices of motor vehicles (including motorcycles and motor scooters), caravans, trailers, aircraft or watercraft while they are in or on the motor vehicle, caravan, trailer, aircraft or watercraft,
  - (h) photographic and video equipment while they are being used for earning any income,
  - (i) bicycles while they are in use for competitive racing or pace-making,
  - (j) sporting equipment while it is being used,
  - (k) any property:
    - > illegally in your possession; or
    - > stored in a dangerous and illegal way,
-

- (l) any equipment connected with growing or creating any illegal substance,
- (m) your home or any part of your home.

### Contents with limits

The maximum we pay on the following contents items is shown in the table below. You may obtain higher limits (except for cash) by having any of these items specified on your Policy Schedule. Additional conditions may be imposed, for example, it may be required to keep items in a safe when not being used. We will pay up to the amount specified for each item.

Contents where a maximum limit applies	Maximum limit
(a) Items of jewellery, gold or silver articles, furs, watches.	\$5,000 per item and in total 25% of the sum insured for contents.
(b) Collections of stamps, money or medals.	\$10,000 per collection and in total 25% of the sum insured for contents.
(c) Equipment, including business stock kept temporarily in the home, used by you or your family for earning income in your or their own business in the home other than equipment used as part of an office or surgery.	\$5,000
(d) Accessories, or spare parts of motor vehicles (including motor cycles and motor scooters), caravans, trailers and watercraft not in or on the motor vehicle, caravan, trailer, or watercraft. We include motor vehicle keys, remote locking or alarm devices as accessories while they are not in or on the motor vehicle but we do not pay for any re-coding of devices or changing of vehicle locks.	\$1,500 per item up to \$2,500 in total.



Contents where a maximum limit applies	Maximum limit
(e) Cash, coins, negotiable instruments or bullion.	\$1,200 in total.
(f) Storm or flood damage to or theft of contents in the open air.	The greater of: <ul style="list-style-type: none"><li>• \$5,000; or</li><li>• 8% of your unspecified contents sum insured, but this limit does not apply to above-ground swimming pools, saunas or spas.</li></ul>

**Note:** Where an item could be classified under more than one of the above maximum limits, (a) through to (f), the lower or lowest limit applies. For example, a piece of gold jewellery may be considered to be a work of art, however the jewellery limit would be applied.

## Section 2: Cover for your Home & Contents – Insured events

### What you are insured against, and what you are not

You are insured for loss or damage to your home, contents or both, caused directly by any of the 'Insured events' which occur at the site set out in the left column of the following table (except to the extent indicated in the right column of the table). Whether you have selected cover for your home, contents or both is shown on your Policy Schedule.

There are also some limits and exclusions described under 'Contents with limits', 'Claims' and 'When you are not covered (General exclusions)', which you must read.

You are insured against loss or damage caused directly by the following insured events	But not
<p>(a)</p> <ul style="list-style-type: none"> <li>&gt; fire;</li> <li>&gt; charring, melting or scorching as a result of heat from a fire;</li> <li>&gt; smoke, ash or soot from a fire; and</li> <li>&gt; explosion</li> </ul>	<p>Charring, melting or scorching, caused by heat generated from an item in the ordinary course of its use, such as:</p> <ul style="list-style-type: none"> <li>• an electrical or gas appliance intended to produce heat for example a toaster, kettle, clothes iron, heater or cooking appliance; or</li> <li>• smoking items for example cigarettes, cigars or pipes.</li> </ul> <p>Damage to an item designed to be exposed to or generate heat, caused in the ordinary course of its use, such as a fireplace, a clothes iron or a cooking or heating appliance, where that's the only damage that occurs.</p> <p>Damage deliberately caused by:</p> <ul style="list-style-type: none"> <li>• you or your family; or</li> <li>• someone with your consent or the consent of your family.</li> </ul>

You are insured against loss or damage caused directly by the following insured events	But not
	<p>The cost to repair or replace the item that exploded. For example, we won't pay to replace a hot water system, solar heater or water tank that exploded.</p>
<p>(b) Storm (including cyclone or hurricane) and/or rain, which may be accompanied by snow, sleet, wind or hail, and flood</p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• storm, flood, rainwater or wind to trees, shrubs or plants (other than pot plants);</li> <li>• the action of the sea;</li> <li>• water, rain, wind, hail or debris entering the home through an opening made for the purpose of alterations, additions, renovations or repair;</li> <li>• storm, rain, flood or wind to retaining walls, gates and fences that you were aware, or a reasonable person in the circumstances would have been aware, were: <ul style="list-style-type: none"> <li>○ in a poor or damaged condition before the incident; or</li> <li>○ installed or constructed incorrectly.</li> </ul> </li> </ul> <p>More than the greater of:</p> <ul style="list-style-type: none"> <li>• \$5,000; or</li> <li>• 8% of your unspecified contents sum insured</li> </ul> <p>for damage to contents in the open air, however, this limit does not apply to spas, saunas or swimming pools.</p>

You are insured against loss or damage caused directly by the following insured events	But not
(c) Lightning or thunderbolt	
<p>(d) Earthquake or tsunami.</p> <p>All damage caused by earthquake or tsunami, occurring within seven days of the first damage occurring, will be regarded as damage resulting from one incident.</p> <p>If any earthquake or tsunami damage occurs after that, each subsequent seven day period in which damage occurs will be regarded as a separate incident. An excess applies for each incident.</p> <p>Tsunami means a sea wave caused by a disturbance of the ocean floor or seismic movement.</p>	<p>The first \$250 for earthquake or tsunami damage, or the excess amount shown on your Policy Schedule, whichever is greater.</p> <p>Damage caused by any action of the sea.</p>
(e) Theft or attempted theft	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• theft by any person who is living at the site unless there is evidence that your home has been entered forcibly and violently;</li> <li>• theft of cash or negotiable instruments, unless there is evidence that your home has been entered forcibly and violently.</li> </ul>

You are insured against loss or damage caused directly by the following insured events	But not
	<p>'forcible and violent entry' does not include:</p> <ul style="list-style-type: none"> <li>○ entry through a door or window that has been left open or unlocked;</li> <li>○ where the home has been entered with the consent of the owner or occupier of the home.</li> </ul> <p>More than \$1,200 for cash and negotiable instruments when there is evidence of forcible and violent entry.</p> <p>More than the greater of:</p> <ul style="list-style-type: none"> <li>● \$5,000; or</li> <li>● 8% of your unspecified contents sum insured</li> </ul> <p>for theft of contents in the open air.</p>
<p>(f) Vandalism or malicious acts</p> <p>As soon as reasonably possible after the vandalism or malicious act, you must report the incident to the police and provide details of the report to us. See 'What you must do after an incident' for more information.</p>	<p>Loss or damage intentionally caused by:</p> <ul style="list-style-type: none"> <li>● you, your family, or your family's visitors;</li> <li>● a tenant, or a tenant's visitors or family, unless we have agreed to extend this cover to include 'Optional cover – malicious damage by tenants, tenant's visitors or family'.</li> </ul>
<p>(g) Riots, civil commotions, industrial or political disturbances</p>	

You are insured against loss or damage caused directly by the following insured events	But not
<p>(h) Escape of liquid - Bursting, leaking, discharging or overflowing of:</p> <ul style="list-style-type: none"> <li>○ fixed basins or other fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid of any kind;</li> <li>○ a bath, basin, sauna, spa, sink, toilet or tiled floor that has drainage holes;</li> <li>○ a washing machine, dishwasher, air conditioner, refrigerator or freezer;</li> <li>○ an aquarium;</li> <li>○ a waterbed.</li> </ul> <p>If a claim is accepted because damage has occurred as a direct result of the liquid escaping, we will also pay the reasonable costs of locating the cause of the damage, and the costs of reinstating the property damaged or disturbed in the course of work.</p>	<p>Damage:</p> <ul style="list-style-type: none"> <li>• deliberately caused by: <ul style="list-style-type: none"> <li>○ you or your family; or</li> <li>○ someone with your consent or the consent of your family.</li> </ul> </li> </ul> <p>Loss or damage which:</p> <ul style="list-style-type: none"> <li>• is due to: <ul style="list-style-type: none"> <li>○ lack of maintenance;</li> <li>○ a defect or faulty workmanship; or</li> <li>○ a gradual process such as condensation, rising damp or splashing;</li> </ul> </li> </ul> <p>that</p> <ul style="list-style-type: none"> <li>○ you were aware of, or a reasonable person in the circumstances would have been aware of; and</li> <li>○ you knew, or a reasonable person in the circumstances would have known may result in water or other liquid damage or further damage;</li> </ul> <ul style="list-style-type: none"> <li>• results from water escaping from a shower recess or shower base;</li> <li>• is caused by the porous condition of any tiles, grouting or sealant.</li> </ul>

You are insured against loss or damage caused directly by the following insured events	But not
	<p>Costs to:</p> <ul style="list-style-type: none"> <li>• fix leaks;</li> <li>• repair or replace defective parts or items that caused the damage, for example we won't pay to replace a dishwasher hose that broke; or</li> <li>• fix defects in the design or construction of a system.</li> </ul>
<p>(i) Impact by:</p> <ul style="list-style-type: none"> <li>○ a vehicle, a trailer, or a waterborne craft or anything falling from them;</li> <li>○ an aircraft or space debris or debris from an aircraft, rocket or satellite;</li> <li>○ a falling tree or part of a tree;</li> <li>○ a communication or a television or radio aerial, mast, dish, tower or power pole or lines that have broken or collapsed.</li> </ul> <p>'Impact' means a collision of two or more objects.</p>	<p>Loss or damage caused by felling or lopping trees at the site.</p>
<p>(j) Accidental breakage. This cover applies when the item is fractured or chipped. Items covered for accidental breakage are:</p>	<p>Accidental breakage to any other property other than referred to in the Policy.</p> <p>Any item that is chipped or scratched prior to the breakage.</p>

You are insured against loss or damage caused directly by the following insured events	But not
<ul style="list-style-type: none"> <li>○ if you have insured your home, any fixed glass in your buildings including glass houses (and any window tinting, shatter proofing material or burglar alarm tapes attached to the glass), shower base, basin, sink, bath, lavatory pan or cistern, chandeliers and pendant lights;</li> <li>○ if you have insured your contents, mirrors, glassware, crystal, crockery or any glass forming part of an item of furniture, or, domestic telephones;</li> <li>○ if you have insured your contents and you are living in a rented property, you are covered for accidental breakage of fixed shower bases, basins, sinks, spas, baths, toilets, mirrors, stone bench tops and splashbacks. This cover only applies when your rental agreement makes you responsible for these items.</li> </ul>	<p>Glass in television sets, radios, VDUs (Visual Display Units) or any other computer or electrical equipment.</p> <p>Glassware, crystal, mirrors, crockery or china while they are being used, cleaned or carried by hand.</p> <p>Damage to glass that is designed to be exposed to heat, in the ordinary course of its use including glass in:</p> <ul style="list-style-type: none"> <li>• fireplaces and heaters; or</li> <li>• oven doors, stove tops or other cooking surfaces.</li> </ul>



You are insured against loss or damage caused directly by the following insured events	But not
<p>(k) Fusion of an electric motor:</p> <p>Fusion is the process of fusing or melting together of the windings of an electric motor following damage to their insulating material as a result of overheating caused by an electric current.</p> <p>We will pay the cost of rewinding the motor or replacing it. For refrigerators and air conditioning units, we pay for the replacement of refrigerant gas and refrigerant dryers, only if replacement of the refrigerant gas or dryer is made necessary because of the fusion.</p>	<p>Motors more than 15 years from the date of purchase when new or more than 15 years from the date of rewinding.</p> <p>The cost of repair or replacement of additional parts or service items, including worn or broken bearings or switches.</p> <p>Maintenance of refrigerant dryers.</p> <p>Lighting elements (for example, light bulbs or fluorescent tubes) or heating elements, solenoids, fuses or protective devices (for example a fuse or circuit breaker).</p> <p>Electrical contact points where sparking or arcing occurs during ordinary use.</p> <p>The cost of retrieving, removing or replacing the pump section of pool or pressure pumps or the cost of retrieving submersible pumps or their driving motors.</p> <p>Electronic controllers or other electronics.</p> <p>Transformers.</p>

You are insured against loss or damage caused directly by the following insured events	But not
<p>(l) Power surge confirmed by an appropriately qualified contractor, to domestic appliances or domestic equipment directly caused by an identifiable and verifiable source outside your home including; a lightning strike, an object contacting power lines, the resumption of power following a blackout caused by a storm or unexpected interference with a power company transformer by an animal or vehicle.</p>	<p>Domestic appliances or domestic equipment more than 15 years from the date of purchase when new.</p> <p>Any power surges caused at the site.</p>
<p>(m) Erosion, subsidence, landslide or earth movement but only if it is directly as a result of one of the following Insured Events;</p> <p>(a) <b>Explosion;</b></p> <p>(b) <b>Storm, rain or flood;</b></p> <p>(d) <b>Earthquake or tsunami;</b></p> <p>(h) <b>Escape of liquid;</b></p> <p>and it occurs no more than 72 hours after the insured event.</p>	<p>Any other earth movement.</p>

You are insured against loss or damage caused directly by the following insured events	But not
(n) Damage caused by animals or birds.	<p>Any damage caused by or resulting from:</p> <ul style="list-style-type: none"> <li>• any animal kept at the site;</li> <li>• rodents, vermin or insects, (at any stage of their life cycle);</li> <li>• any gnawing, chewing, pecking, clawing, scratching or in any way polluting or soiling:               <ul style="list-style-type: none"> <li>○ your contents in the open air; or</li> <li>○ any exterior part of your home; or</li> <li>○ within the roof cavity or an enclosed crawl space or storage cage.</li> </ul> </li> </ul> <p>This exclusion will not apply in respect to damage by an animal that gives rise to subsequent loss or damage caused by an insured event to your insured property caused by, for example, Insured Events (a) <b>Fire</b>, <b>Explosion</b> or (h) <b>Escape of liquid</b>.</p>
(o) Deliberate or intentional acts	Loss or damage as a result of a deliberate or intentional act by you, a tenant or someone with your or a tenant's authority.

## Section 3: Cover for your Legal Liability

### What you are covered against

#### If this Policy covers your home

If this Policy covers your home or, if the home is a strata titled residence and your contents are insured under this Policy, we insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for:

- (a) the death of, or personal injury to, any person, and
- (b) the loss of, or damage to, property

resulting from an occurrence during the period of insurance arising out of the ownership of the home or occupancy of the home.

Under this section we include land, trees, shrubs and other plant life on the site as part of your home.

#### If this Policy covers your contents

If this Policy covers your contents and the home is your primary residence, we insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for:

- (a) the death of, or personal injury to, any person, and
- (b) the loss of, or damage to, property

resulting from an occurrence during the period of insurance, anywhere in the world that is not related to the ownership of your home.

An 'occurrence' includes continuous or repeated exposure to substantially the same general conditions. We regard all death, personal injury or loss or damage to property arising from one original source or cause as one occurrence.

'Personal injury' means bodily injury, shock, mental anguish or mental injury, libel, slander or defamation of character, including death.

'Personal injury' does not include the publication or utterance of a libel or slander:

- made prior to the commencement of the period of insurance; or
  - made by or at the direction of you with knowledge of its falsity; or
  - relating to advertising, broadcasting or telecasting activities by or on behalf of you.
-

'Bodily injury' means physical bodily harm including sickness or disease that results from it and required care, loss of services, loss of consortium, and/or resultant death.

'Damage to property' means physical injury to or destruction of tangible property, including the loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits and similar instruments but does not include the value represented by such instruments.

## Additional benefits – Liability

The 'Motor vehicle liability' and 'Committee member of a social or sporting club' Additional benefits apply only when you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence.

### Motor vehicle liability

#### What we insure you against:

(a) We insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for:

- the death of, or personal injury to, any person; and
- the loss of, or damage to, property

arising from the ownership, custody, or use of:

- any vehicle which is a type that is not required to be registered by law;
- any motorised wheelchair;
- any domestic trailer not attached to any vehicle

resulting from an occurrence during the period of insurance,

(b) We also insure you or any member of your family against claims for:

- death or personal injury caused by you or your family solely as a result of you or your family being passengers in a registered vehicle; and
- death or personal injury caused by any registered vehicle if the occurrence causing the death or personal injury takes place at the site

during the period of insurance.

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**When we do not insure you or your family**

We do not insure you or your family:

- (a) if you or your family are entitled to be wholly or partly insured by any compulsory statutory insurance or accident compensation scheme, or would have been, but for failure to register the vehicle or to apply for cover under the scheme or to comply with a term or condition of the scheme, or
- (b) if you or your family are entitled to be wholly or partly protected by any other Policy of insurance which specifically covers the vehicle (except where this exclusion would contravene s.45 of the *Insurance Contracts Act 1984 (Cth)*).

**Committee member of a social or sporting club****What we insure you against:**

We insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable in Australia to pay for an alleged or actual act or omission arising out of your position as a committee member of a sporting club or social club.

We will not pay if you receive any payment or remuneration of any kind exceeding \$1,000 per year for holding the position.

The most that we will pay under this Additional benefit in any one period of insurance is \$10,000.

**We do not insure you or your family against liabilities arising from:**

- (a) any act or omission for which you or your family receive reimbursement from the sporting or social club, or
  - (b) any act or omission which is committed or alleged to have been committed prior to the period of insurance commencing or after it has ended.
-

## **Liability cover for the site continues following a home total loss**

If your home is a total loss as the result of an insured event and your home Policy comes to an end, we will continue to provide you with this liability cover in relation to the site that your home formerly occupied until the earliest of:

- any construction commencing at the site;
- the sale of the site or any part of it;
- another Policy that includes liability cover being taken out in relation to the site;
- the commencement of construction of a home to replace the insured home at another site; or
- six months from the date of the damage that caused the total loss, or, the Policy expiry date, whichever occurs later.

## **Expenses incurred in attending court**

In addition to the limit of your liability cover, we will pay or reimburse you for reasonable expenses incurred in attending court in relation to a liability claim covered by this Policy at our request up to \$250 per day but excluding the first day, and up to a total of \$5,000 in any one period of insurance for proven income loss. We will only reimburse income loss for days on which you are not able to conduct any income-earning activity whatsoever for most of that day.

If you are:

- self-employed or a working director, then 'income' means the gross daily income from such personal exertion after allowing for the costs and expenses incurred in deriving that income;
- an employee, then 'income' means the gross daily income from personal exertion, excluding overtime payments, bonuses, commissions or allowances.

In each case the amount of your income will be averaged over the 12 months immediately preceding our request or such shorter period during which you have been so engaged. You must provide any documentation, records, correspondence or other information that we reasonably request in support of any claim for lost income.

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## What you are not covered against

(Applies to 'Section 3: Cover for your Legal liability' and 'Additional benefits – Liability')

### When we do not insure you or your family

#### We do not insure you or your family:

- (a) against any liability caused by or arising directly or indirectly, out of or in connection with the actual or alleged use or presence of asbestos,
- (b) against fines, penalties, or punitive, aggravated, multiple or exemplary damages.

#### We do not insure you or your family against liabilities arising from:

- (a) any agreement, unless liability would have attached to you or your family if that agreement did not exist, or unless the agreement is a lease agreement for your residential tenancy that complies with the relevant Residential Tenancies Act or similar,
- (b) death of or personal injury to you or to any person who normally lives with you.

In this exclusion a person normally lives with you, if that person:

- > has lived with you in your home as their primary residence for 60 days or more out of any 90 consecutive day period (irrespective of the commencement date of the Policy) during which there is an occurrence; or
  - > has lived with you in your home and intends or intended to use your home as their primary residence for 60 days or more out of any 90 consecutive day period (irrespective of the commencement date of the Policy) during which there is an occurrence,
  - (c) death of or personal injury to anyone employed by you or by someone who lives with you if the death or injury arises out of their employment,
  - (d) damage to property belonging to you or any person who normally lives with you or to your or their employees,
  - (e) any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme,
-



- (f) the ownership, custody, or use of any lift (other than a lift that exclusively services your home provided that your home is freestanding and solely occupied by you and your family), aerial device or aircraft (except model aircraft or drones or toy kites), aircraft landing area, boat exceeding four metres in length (except canoes, kayaks, surfboards, surf skis or sailboards) or motorised watercraft that require registration in your state or territory, or, personal water craft (for example, Jet Skis),
- (g) the conduct of any activity carried on by you or your family for reward except for letting the home for domestic purposes or babysitting on a casual basis.

Babysitting cannot be considered to be on a casual basis where:

- > the babysitting is not of a casual nature;
- > any licence or other permission is required by any government body or public authority in order to legally conduct the babysitting;
- > the income derived from babysitting is the primary or only source of the household's income;
- > there is a registered business associated with the babysitting.

This exclusion does not apply to a domestic garage sale provided:

- > the garage sale is held at the site;
  - > the goods sold belong to you or your family or immediate family members that do not live with you;
  - > the goods sold are second hand domestic goods sold in domestic quantities;
  - > the sale does not form part of any business, trade or profession;
  - > the goods sold at the garage sale by you or your family have not been purchased for the sole purpose of re-sale; and
  - > you do not hold more than one garage sale per period of insurance (a garage sale over one weekend would be considered as one garage sale),
- (h) building work, construction or demolition of a building, including the home if the value of the work exceeds \$100,000,
  - (i) vibration or the weakening of, removal of or interference with support to land, buildings or other property,
-

- (j) death or personal injury to any person arising out of pregnancy or the transmission of any communicable disease by you or your family,
- (k) the ownership of land, buildings or structures other than the home. If you have insured your contents only, then you are not covered for any legal liability arising from the ownership of any land, buildings or structures,
- (l) loss, damage or injury intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family unless the action was reasonable and to prevent or reduce loss, damage or injury to property or persons,
- (m) the lawful seizure, confiscation, nationalisation or requisition of the property insured,
- (n) destruction of or damage to property by any government or public or local authority,
- (o) the ownership or use of any motor vehicle other than under the cover given by the 'Additional benefit – Motor Vehicle Liability',
- (p) any act or omission that is knowingly illegal, dishonest, fraudulent, wilful, malicious or done with reckless disregard for their consequences by you, your family or a person acting with the consent of you or your family,
- (q) gaining a personal profit or advantage that is illegal,
- (r) a conflict of duty or interest.

## What we will pay

We pay up to \$30,000,000 for any one occurrence.

We do not pay more than this amount in total under all Policies we have issued to you which cover the same liability.

In addition to this amount, we pay legal costs for which we have provided prior written approval.

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## Section 4: Additional benefits

We give you the following Additional benefits. For any Additional benefits to be payable, you must suffer or incur the relevant loss, liability or damage during the period of insurance.

**The Additional benefits will be paid in addition to the sum insured as listed on your Policy Schedule.**

### 1. Temporary removal of your contents

If this Policy insures your contents in your primary residence, we also insure them:

- in a bank or safe deposit; or
- for a period of up to 180 consecutive days while you or any member of your family is residing in any dwelling or residential flat, boarding house, boarding school, hotel, motel, residential club, nursing home or hospital;
- if they are sporting equipment which is stored within a club room;
- if they are your or your family's student personal belongings including sporting equipment whilst you or your family are away from home attending school, college or university

anywhere in Australia.

We also insure the unspecified contents that you temporarily entrust to someone else for no more than 60 days, only for personal use at their address. We will not pay for claims:

- to contents that have been entrusted for more than 60 days; or
- for cash or negotiable instruments;
- for contents for which we impose a limit under 'Contents with limits'; or
- for portable electronic equipment (such as portable computers or mobile phones) that have been entrusted.

We also insure your contents when they are being carried by you or your family anywhere in Australia, excluding any cover for theft (apart from any cover under 'Additional benefit 2 – Robbery away from home').

Under this Additional benefit we do not pay for any loss or damage to:

- (a) contents in a vehicle, caravan, tent, watercraft or aircraft as a result of storm, flood, rainwater, wind or impact by a vehicle,
  - (b) property used in connection with a profession, trade or business,
-

- (c) accessories and spare parts for motor vehicles, motor cycles, mini-bikes, caravans, trailers, watercraft, golf buggies, mobility scooter, surfboards, sail boards, surf skis, kayaks and canoes.

We pay up to 25% of the sum insured under contents on the Policy Schedule, however the limits will also apply as set out in the table under 'Contents with limits'. (Contents temporarily entrusted are not insured if a limit applies).

Contents are not covered for loss or damage if you have permanently removed them from the home, other than as provided under 'Additional benefit 9 – Change of site'.

## 2. Robbery away from home

This Additional benefit applies if this Policy insures your contents in your primary residence.

We will insure your handbag and/or wallet and personal effects contained in them if you are assaulted and robbed of your handbag and/or wallet while you are away from your home, if:

- (a) you (or if you are hospitalised, you or someone on your behalf) report the incident to police as soon as possible, and
- (b) you can demonstrate evidence of an assault.

We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss.

The maximum we will pay under this Additional benefit is:

- (a) for the handbag or wallet, up to \$300 each,
- (b) for personal effects contained in the handbag or wallet, excluding cash and negotiable instruments, up to \$300,
- (c) for cash or negotiable instruments contained in the handbag or wallet, up to a maximum of \$400,
- (d) a total of \$1,000 in any period of insurance.

## 3. Fees

If this Policy insures your home, and:

- it is damaged as a result of an insured event; and
- your claim is accepted

we pay any reasonable fees which we have approved and which are incurred directly in relation to repair or replacement of your home.

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## 4. Removal of debris

If this Policy insures your home, and:

- it is damaged as a result of an insured event; and
- your claim is accepted

we pay the reasonable costs of demolition and removal of debris from the site to the nearest authorised facility.

If the damage for which a claim is accepted is caused directly by a fallen tree or branch that has, as a result of the insured event, become debris, we will remove the tree or branch from the site. We will remove a standing tree or branch that formed part of the tree that caused the insured damage only if:

- (a) the remaining tree or branch is unsafe,
- (b) the remaining tree or branch only became unsafe as a direct result of the insured event causing damage to the tree, and
- (c) all necessary approvals have been obtained and removal of the tree or branch would not result in a breach of any laws, by-laws, regulations or contractual obligations.

We will remove a stump that formed part of the tree that caused the insured damage only if:

- (a) all necessary approvals have been obtained and removal of the stump would not result in a breach of any laws, by-laws, regulations or contractual obligations, and
- (b) not removing the stump would interfere with repairing or replacing the damaged part of the home required to settle your claim.

We will also pay the cost of removing and disposing of the fallen tree or parts and treatment of the stump to prevent regrowth.

If this Policy insures your contents, and

- they are damaged by an insured event; and
- your claim is accepted

we pay the reasonable costs of removal of contents debris from the site to the nearest authorised facility.

## 5. Extra costs of reinstatement

If this Policy insures your home, and it is damaged as a result of an insured event and your claim is accepted, we pay the extra costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your home at the site.

If only part of your home is damaged, we pay only the extra costs you incur in repairing that part.

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We do not pay any extra costs which resulted from any notice which a statutory authority served on you before your home suffered loss or damage.

The most we will pay is \$25,000. In addition, if you have not exhausted the sum insured, we will pay up to the remaining balance of the sum insured.

## **6. Illegal use of credit card or financial transaction card**

If this Policy insures your contents in your primary residence and a credit card, debit card, stored value card, financial transaction card or mobile SIM card is lost or stolen, or used fraudulently on the internet we pay up to \$5,000 towards any legal liability you incur from its unauthorised use.

We do not pay if:

- the card does not belong to you or your family;
- you have not complied with the card issuer's requirements;
- the unauthorised user of the card is someone living at the site.

## **7. Visitors' contents**

If this Policy insures your contents in your primary residence, we also insure contents up to \$5,000 in total belonging to any guests, employees, exchange students or visitors temporarily living with you at the site if they are lost or damaged.

If this Policy insures your contents in your primary residence, we also insure money or negotiable instruments up to \$1,000 in total belonging to any guests, employees, exchange students or visitors temporarily living with you at the site if they are lost or damaged.

We do not pay for visitors' contents that are insured under another Policy taken out by someone other than you or your family.

## **8. Replacement of locks and keys**

We pay up to \$1,500 to replace/alter locks or keys, if:

- locks to your home are damaged; or
- keys to your home are stolen or you have reason to believe that they have been duplicated.

## **9. Change of site**

If this Policy insures your contents and you are moving into a new home within Australia, we insure your contents at both sites for a maximum of 60 days. The most we will pay in total is the sum insured shown on your Policy Schedule.

You must tell us of your new address within 60 days of first moving to it. If you wish to insure your contents at your new address after that 60 days, we must agree to insure them at that address.

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## 10. Contents being conveyed to your new residence

This Additional benefit applies if this Policy insures your contents in your primary residence.

We insure your contents if they are damaged while they are in a vehicle being used to convey your contents. The damage must occur directly as a result of:

- theft from the conveying vehicle involving the use of violent force;
- fire on the conveying vehicle;
- collision and/or overturning of the conveying vehicle;
- flooding of the conveying vehicle

while your contents are in transit by land to:

- your new, principal place of residence; or
- a storage facility at which your contents or some of your contents will be temporarily located

within Australia.

We do not insure your contents:

- for removal to any residence other than one intended to be occupied by you as your principal residence;
- for damage to china, glass, earthenware or any other item of a brittle nature;
- for damage caused by scratching, denting, bruising or chipping;
- outside Australia.

## 11. Contracting purchaser

If you have entered into a contract to sell your home, we will extend your home cover under the Policy to the purchaser until:

- the contract settlement date; or
- the purchaser insures the home

whichever happens first.

This cover will stop immediately if:

- the sale contract is terminated; or
- your home insurance comes to an end.

## 12. Trees, shrubs and plants

If this Policy insures your home, we pay up to \$1,000 for loss or damage to any one tree, shrub or plant up to \$5,000 in total in any one period of insurance caused directly by an insured event other than storm or flood, or other events connected to the weather.

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### 13. Veterinary expenses for domestic cats and dogs

If you have insured your home and/or contents, we pay the reasonable veterinary expenses incurred by you if your pet, normally kept at the site, is accidentally injured or killed as a result of a road accident, fire, lightning, earthquake, burglary or attempted burglary.

We will not pay:

- more than \$1,000 in total in any one period of insurance;
- costs or expenses resulting from the physical loss or theft of an animal;
- routine elective or preventative veterinary treatment such as vaccinations, spaying or heartworm testing;
- for treatment of any pre-existing condition;
- for treatment of injury or illness arising from or connected with business, occupation or commercial activity, including but not limited to guard dog services or commercial breeding; or
- if the injured cat or dog was not registered and/or micro-chipped as required by any law or regulation made by any government or public authority.

### 14. Taxation audit

If you have insured your home and/or contents, we will pay or reimburse you for accountants fees which you reasonably incur as a result of your personal taxation affairs being audited by the Australian Taxation Office.

The maximum we pay is \$5,000 for any one audit.

We do not pay or reimburse you for:

- any fines, penalties or shortfall in the amount of tax payable;
  - any audit conducted in relation to criminal activity;
  - any audit not commenced during the period of insurance;
  - any fees incurred outside any statutory time limit;
  - any fees in relation to any Self Managed Superannuation Fund (SMSF) audits;
  - any fees incurred as a result of any fraudulent act or fraudulent admission or any statement made by you or on your behalf to a taxation officer which:
    - is false or misleading in a material particular; and
    - can be attributed to deliberate evasion or recklessness leading to a tax shortfall penalty or imposition of additional tax exceeding 25%.
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## 15. Legal defence costs

If you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence, we will pay or reimburse you for your legal fees, costs, and expenses which you reasonably incur in legal proceedings brought by you or initiated against you by a third party (and defended by you) but only where the proceedings are commenced in Australia during the period of insurance.

The maximum we pay is \$5,000 for any one claim or series of claims arising from the same cause or event.

We do not pay or reimburse for proceedings or claims:

- for or relating to fines, penalties, punitive damages;
- by family members including spouse, ex-spouse, partner, or ex-partner;
- for or relating to divorce, separation, child visiting, maintenance, property disputes;
- for or relating to dishonesty, intentional violence, or misconduct;
- for or relating to defamation or slander;
- relating to facts or occurrences, occurring prior to the commencement of the Policy which you knew or ought to have known at the time of commencement of this Policy, would, or might, give rise to a claim;
- initiated, threatened or commenced prior to the commencement of this Policy;
- under or relating to any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme or compulsory third party insurance;
- which could have been made under 'Section 3: Cover for your Legal Liability' if you had chosen to insure your home (if you own it) or your contents.

## 16. Waiver of excess if your property is a total loss

You are not required to pay an excess if we pay a claim as a result of damage that renders your home, contents or both a total loss.

## 17. Monitored alarm attendance after theft

If this Policy insures your contents, we will pay up to \$1,250 for the reasonable costs actually incurred by you for the security firm that monitors your burglar alarm to attend your home during or immediately after an actual or attempted theft or malicious damage or acts of vandalism from your home if:

- there is evidence of forcible or violent entry, or there is evidence of malicious damage or acts of vandalism;
-

- the theft or attempted theft is not committed by any person who is living at the site; and
- you report the incident to police as soon as possible after the theft or attempted theft occurred.

We do not pay:

- for any false alarms; or
- where there is no evidence of a theft or an attempted theft; or
- more than \$1,250 in any period of insurance.

## **18.Replacement of documentation**

We will pay to reinstate, reproduce or restore your documents and the information contained in them if the documents are destroyed or damaged by an event that has caused a claim that is accepted, while they are contained at the site or in a security vault.

## **19.New replacement residence – Temporary cover**

If this Policy insures your home, we will provide cover for the carpets, curtains and internal blinds and other contents items included in the contract for the purchase of an additional residential building when you purchase it, for a maximum of 42 days from the date you sign a contract of purchase. The amount of cover provided is limited to the sum insured on your home shown on your Policy Schedule. We only provide this cover when the residential building is replacing the home on your Policy Schedule as your primary residence.

If this Policy insures your home, we will provide cover for the carpets, curtains and internal blinds and other contents items included in the contract for the sale of the home when you are selling it, for a maximum of 42 days from the date you sign a contract of sale. The amount of cover provided is limited to the sum insured on your home shown on your Policy Schedule.

## **20.Building materials**

If this Policy insures your home, which is your primary residence, we will pay up to \$2,000 in any one period of insurance if your unfixed building materials are lost or damaged at the site due to an insured event covered by this Policy. Cover only applies to building materials intended to be used for repairs, alterations or additions to your home at the site. (We do not insure soil, sand, gravel, bark or mulch or any similar materials.) We do not cover any gas or electrical appliances unless they are in a locked and fully enclosed building where those items are not visible from the outside of the building.

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## 21. Loss of rent or temporary accommodation

We pay the following benefit if your home is so damaged by an insured event that it is unliveable:

### If this Policy insures your home

We pay up to \$20,000 or 20% of the sum insured for your home, whichever is the higher, for:

- (a) loss of rent or rentable value if the home is tenanted or is between tenants at the time the loss or damage occurred,
- (b) additional cost of:
  - reasonable temporary accommodation expenses for the period in which you are unable to live in your home;
  - additional living expenses.

We will also pay for up to \$1,000 for emergency accommodation of your pets.

### If this Policy insures your contents

We pay up to \$20,000 or 20% of the sum insured for your contents, whichever is the higher, for:

- (a) loss of rent or rentable value if the home is a strata title residence and it is tenanted or is between tenants at the time the loss or damage occurred,
- (b) additional cost of:
  - reasonable temporary accommodation expenses for the period in which you are unable to live in your home;
  - additional living expenses;
  - emergency storage of your contents;
  - emergency accommodation of your pets

where you are a tenant or strata title owner permanently residing in the home as your primary place of residence.

### Forced evacuation by Government Authority – Temporary accommodation cover

If this Policy insures:

- (a) your home and you own and live in the home, or
- (b) your contents and:
  - you own and live in a unit; or
  - you are a tenant

and the home or unit cannot be lived in because of:

- damage to a home, strata title property, road or street caused by an event covered by this Policy;
- a burst water main;
- a bomb threat or bomb damage;
- a riot;
- a lift malfunction at the site (and you have a medical certificate stating you must use a lift); or
- emergency services or a government authority refusing you access to your home or unit or evacuating you for safety reasons due to the immediate threat of physical damage to your home caused by an event covered by this Policy

we will pay:

- (a) if you own and live in the home or unit: the reasonable of temporary accommodation costs for you and your pets that you normally keep at your site, or
- (b) if you are a tenant: any reasonable extra rent costs, over and above the amount for which you were renting the home or unit, for temporary accommodation for you and your pets that you normally keep at your site

for up to 60 days from when the incident occurred.

### **Forced evacuation by Government Authority – Loss of rent cover**

If this Policy insures:

- (a) a home you let to tenants, or
- (b) your contents in a unit you let to tenants

and the home or unit cannot be lived in because of:

- damage to a home, strata title property, road or street caused by an event covered by this Policy;
  - a burst water main;
  - a bomb threat or bomb damage;
  - a riot; or
  - emergency services or a government authority refusing access to the home or unit or evacuating it for safety reasons due to the immediate threat of physical damage to your home caused by an event covered by this Policy
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we will pay your loss of rent (or rentable value if the home is tenanted or is between tenants at the time incident occurred) up to a maximum of:

- (a) if this Policy insures the home: 20% of your home sum insured, or
- (b) if this Policy insures your contents in a unit: 20% of your contents sum insured.

We do not cover loss due to cancellation of a lease or agreement including if a tenant decides to leave without giving proper notice.

Under this Additional benefit 21, we do not pay for:

- (a) loss of rent if the home has been untenanted for 60 (or more) consecutive days immediately before the incident,
- (b) any rent lost outside the period of untenability, or
- (c) any rent lost later than 12 months after the incident occurs.

## **22. Automatic reinstatement of sum insured**

This benefit applies to the sums insured for home and unspecified contents as shown on your Policy Schedule.

Following payment of a claim, other than for a total loss claim, your sum(s) insured will remain unchanged unless you request otherwise.

## **23. Inflation adjustment**

This benefit only applies to the home and contents sums insured as shown on your Policy Schedule.

During each period of insurance we increase the home and contents sums insured by half of 1% of the relevant sum insured shown on your current Policy Schedule per month until the next renewal date.

## **24. Compensation for death**

If this Policy insures your contents, we pay to the legal representative of the deceased person up to \$15,000 in the event of death of you or a member of your family normally living with you, as a direct result of physical injury caused by an accident at the site, if the event that caused the death was an accident. We do not pay in any one period of insurance more than \$15,000 in total under this Additional benefit.

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## 25. Modifications to the home

If you occupy the home insured by this Policy as your primary residence, or this Policy insures your contents in your primary residence, and as a direct result of an insured event occurring at the site for which we pay a claim:

- you; or
- a member of your family normally living with you

permanently become a paraplegic or quadriplegic, we pay up to \$25,000 for the cost incurred by you in modifying your home or in relocating you to a suitable home.

By the terms 'paraplegic' and 'quadriplegic', we mean paraplegia and quadriplegia that continues for a period of twelve months and for which there is a prognosis made by a qualified and registered medical practitioner that it will continue for an indefinite period.

## 26. Legal costs of discharging a mortgage

If this Policy insures your home, we pay the reasonable legal and administrative costs incurred in discharging your mortgage following settlement of a claim for total loss.

## 27. Environmental upgrade benefit

### Applicable only when this Policy insures your home

If your home is a total loss as the result of an insured event, and we rebuild your home, we will pay up to a maximum of \$7,500 of the cost to you, after the deduction of any rebate to which you are entitled under any government or council scheme to install any of the following:

- rain water tank;
- solar power system (including solar hot water heating system or photo-voltaic electricity system);
- hot water heat exchange system;
- grey water recycling system.

A rain water tank includes the tank and necessary pump, wiring, foundations, stand, pipes and installation costs.

A solar power system includes any photo-voltaic or solar panels and necessary water tank, pump, wiring, supporting framework, inverter, electricity meter, ducting, pipes and installation costs.

A hot water heat exchange system includes the heat exchange system and necessary wiring, stand, pipes and installation costs.

A grey water recycling system includes the recycling system, wiring, pipes and installation costs.

## **Applicable only when this Policy insures your contents**

If we pay a claim for one of the following items:

- refrigerator;
- freezer;
- washing machine;
- clothes dryer;
- dishwasher

and it is a total loss, and it had an energy star rating of less than three stars, then we will replace the item with an equivalent item that has an energy rating of at least three stars.

### **28.Freezer or refrigerator breakdown**

If your freezer or refrigerator breaks down, we will pay for the loss of any frozen or refrigerated food or medicine. We will also pay for loss of any frozen or refrigerated food or medicine caused by accidental damage to the freezer or refrigerator or by the failure of the electricity supply, or by contamination of any refrigerant or oil used in the refrigerator or freezer.

### **29.Contents in commercial storage**

If your contents are covered under this Policy, we will cover your contents for loss or damage while they are in a commercial storage facility in Australia up to the total contents sum insured, as listed on your Policy Schedule. You must tell us that your contents are in a commercial storage facility before they are put into storage and we must have agreed to cover them. If we have agreed to cover your contents in a commercial storage it will be listed on your Policy Schedule. We will not cover jewellery, money or negotiable instruments.

### **30.Replacement contents in the event of a total loss**

Following payment of a claim, other than for a total loss claim, your unspecified contents sum insured will remain unchanged unless you request otherwise.

If your claim is for a total loss and we pay you the sum insured then the cover for your contents will end. However, we will provide \$5,000 temporary cover for your replaced contents for three months from the date of damage that caused the total loss.

### **31.Fire brigade attendance fees**

We will pay up to \$500 for the reasonable costs you have to pay the fire brigade or a similar authorised organisation to attend and protect your home or contents against an actual fire or other emergency.

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## 32. Protection from further damage

We will pay reasonable expenses to protect your home or contents from further damage, following damage we cover.

## 33. Counselling

If your home is insured by this Policy as your primary residence or this Policy insures your contents in your primary residence, and you or a member of your family require counselling as a direct result of an insured event at the site, we will pay up to \$1,500 for this professional service.

We do not insure you or your family for any payment that would contravene any legislation, including but not limited to the *Private Health Insurance Act 2007 (Cth)*.

## 34. Identity fraud

If this Policy insures your contents in your primary residence and your identity is stolen by someone knowingly using your personal details without lawful authority for fraudulent use and/or financial gain, we will pay up to \$5,000 per period of insurance for your costs and expenses incurred to restore your identity from its unauthorised use. Our liability under this Additional benefit 34 is limited to:

- legal expenses for defence against a business or its collection agency from which goods or services have been purchased fraudulently;
  - legal expenses for removal of any wrongfully recorded civil or criminal prosecutions or to challenge consequent incorrect information available on your consumer credit report;
  - loss of wages up to \$2,000 per week, up to \$5,000 in total, that would have been earned but were not, solely because it was necessary for you to rectify records in relation to your true name or identity;
  - loan application fees incurred as a result of re-applying for loans because you have been allotted incorrect credit information due to fraud;
  - costs for notarising affidavits, telephone calls and certified mail expenses to law enforcement and/or financial institutions; and
  - reasonable legal fees and court costs, if incurred with our approval.
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We will not pay any claim where the identity theft:

- is caused by:
  - you or your collusion;
  - your family or their collusion;
  - an ex-partner;
  - someone who normally lives with you
- or arises out of:
  - you or your family committing an illegal or dishonest act;
  - you breaching any security requirements or conditions imposed by any financial institution, such as in relation to your password or personal identification number or personal access number;
  - business interruption in relation to any business.

Claims are only payable under this Additional benefit 34 if:

- you are an Australian resident;
- the identity fraud occurs within Australia; and
- all losses and expenses are incurred within Australia.

We do not re-pay any loans or other amounts fraudulently procured in your name. We do not pay any fines or for any infringements or penalties imposed. We do not pay any costs that are or could be reimbursed from another party, for example, a financial institution.

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## Section 5: Options you can choose for additional premium

The following options may be obtained on application, and for an additional premium:

1. Valuables.
2. Domestic Workers' Compensation.
3. Malicious damage and theft by tenants, tenant's visitors or family.

### 1. Valuables

If you have selected and paid for this Valuables option, we insure you and your family against accidental loss or damage to unspecified or specified valuables items:

- that happens anywhere in Australia or New Zealand; or
- for up to 100 consecutive days in any one period of insurance, anywhere in the world.

You can choose to insure your valuables as either:

- unspecified valuables; or
- specified valuables.

Your Policy Schedule indicates whether you have chosen this option and whether you have selected unspecified valuables or specified valuables. You can select unspecified valuables without having to specify individual items. If you select unspecified valuables, you are required to nominate a total unspecified valuables sum insured. Each individual item is then insured for a maximum of the lower of that nominated sum insured, or, \$5,000.

If you select specified valuables, then you must specify each item you wish to insure as a specified valuable and provide valuations and/or receipts, if we tell you that this is required.

There are some limitations below and under 'When you are not covered (General exclusions)', which you must read.

### What we insure

#### What are valuable items:

- jewellery and watches;
  - items that contain gold or silver (this does not include items thinly covered with gold or silver);
  - collections of stamps, money or medals;
  - sporting equipment and tools, except while in use or play;
  - camping equipment, back packs and sleeping bags;
-

- photographic equipment including video equipment;
- musical equipment not used for earning income;
- battery operated sound equipment;
- binoculars and telescopes;
- clothing;
- wheel chairs, crutches and walking sticks, motorised golf carts and ride on mowers, none of which require registration;
- prams or strollers;
- luggage;
- bicycles;
- personal mobile cellular phones, portable computers;
- hearing aids, contact lenses, eye-glasses;
- surfboards, windsurfers, surf skis, kayaks and other watercraft that are less than four metres and do not require registration under state or territory legislation;
- other personal belongings specifically designed to be worn or carried on the person;
- Special valuable and personal items which are specified on your Policy Schedule.

### **What are not valuable items**

The following items are not covered under this valuables option:

- motor vehicles (including motor cycles and motor scooters), caravans, trailers, aircraft, aerial devices, watercraft more than four metres long or anything associated with these items;
  - watercraft less than four metres long that require registration under state or territory legislation;
  - personal watercraft (for example, jet skis);
  - unset precious or semi-precious stones;
  - items thinly covered with gold or silver.
-

## How much we will pay for loss or damage

The most we'll pay is either:

- if the loss or damage is to unspecified valuables, up to the total sum insured for unspecified valuables. However, each individual item is insured for a maximum of, the lesser of:
  - the total unspecified valuables sum insured; or
  - \$5,000.

(If you have items, pairs, sets or collections that are worth more than \$5,000, you can insure them under Specified Valuables).
- for specified items, up to the sum insured shown on the Policy Schedule against the item.

## 2. Domestic workers' compensation

(Applicable only in States or Territories where 'Domestic workers' compensation' can be offered in conjunction with a Home and Contents Policy.)

Your Policy Schedule indicates whether you have chosen this option.

If you employ a domestic worker, on a casual basis or otherwise, you may be required by law to provide that person with Workers' Compensation insurance.

If you fail to do so, and your employee is injured in the course of their employment by you, you may be liable to compensate them.

Where shown on the Policy Schedule, this Policy includes 'Statutory Domestic Workers' Compensation' cover according to the Legislation in your State or Territory, up to the amount required by your State or Territory's Legislation.

When this cover is provided, the underwriter is: QBE Insurance (Australia) Limited ABN 78 003 191 035.

## 3. Malicious damage and theft by tenants, tenant's visitors or family

If you have selected and paid for this option it will be shown on your Policy Schedule. In return we will cover you against malicious damage and theft to your home, contents or both, depending on which you have insured, caused by tenants, tenant's visitors or family.

We do not pay the cost of cleaning, redecorating, painting or wallpapering unless the tenant has caused actual damage to the structure of the home which makes it necessary to do so.

Any payment we make will be reduced by an amount equal to four weeks rent, or \$500, whichever is the greater.

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'Malicious damage by tenants, tenant's visitors or family' means a wrongful act by a tenant, tenant's visitors or family motivated by malice, vindictiveness or spite with the intention of damaging the property.

There is no cover for:

- damage occurring during or as a result of any maintenance, repairs or attempted repairs carried out by the tenant or anyone acting on their behalf;
  - damage caused by the failure of your tenant to control their children;
  - damage caused by pets belonging to your tenant;
  - accidental damage or accidental loss or any scratching, denting, chipping, rubbing or chaffing.
-

## Section 6: Excesses

An excess is the amount which you may have to pay each time you make a claim. If following an incident more than one excess applies, you will have to pay the total of all the excesses that apply to you. If your claim comprises of more than one incident, you will have to pay the applicable excesses for each incident.

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

Where a limit is applicable under 'Contents with limits', the excess will be applied to the claim prior to applying the limit. For example, if a ring worth \$6,000 was stolen from the home and it has not been specified, the \$5,000 per item jewellery limit would apply. If a \$500 excess was applicable, this would be applied to the \$6,000 claim, rather than the \$5,000 limit. Therefore, \$5,000 would be payable.

If the ring had been specified for \$6,000, we would pay \$5,500 – the \$6,000 claim less the \$500 excess.

If the stolen ring was worth only \$1,000, we would pay \$500 – \$1,000 less the \$500 excess.

For earthquake and tsunami claims the excess is \$250, or the excess amount shown on your Policy Schedule, whichever is greater. All damage caused by earthquake or tsunami, occurring within seven days of the first damage occurring, will be regarded as damage resulting from one incident. If any earthquake or tsunami damage occurs after that, each subsequent seven day period in which damage occurs will be regarded as a separate incident. An excess applies for each incident.

### **When you will not have to pay an excess**

You will not have to pay an excess if we pay a claim as a result of damage that renders your home, contents or both a total loss.

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## Section 7: When you are not covered (General exclusions)

### Intentional, reckless or fraudulent acts

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with, any intentional, reckless or fraudulent acts or omissions by:

- you or your family;
- anyone acting with the express or implied consent of you or your family; or
- anyone who owns the home or contents insured under this Policy to any extent.

### Illegal activity

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with, any illegal activity you or your family are involved in, including but not limited to:

- you or your family illegally keeping explosives, flammable or combustible substances at the site;
- hazardous materials if they are not stored, used or disposed of legally and in accordance with the manufacturer's directions;
- weapons, firearms and ammunition if they are not stored and used legally;
- model aircraft or drones being used illegally or in breach of any law, regulation, rule, legal or safety requirement of the Civil Aviation Safety Authority (CASA), other government authority, local council or club; and
- the illegal supply of drugs or alcohol.

### Business activities at the site

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by or arises from any business or income earning activities being conducted at the site. This exclusion does not apply if the activity is just the use of an office or surgery taking up less than 20% of the home.

Doing office work in a home office, including working from home for your employer is not considered to be a business or income earning activity.

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## Reasonable actions and precautions

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, to the extent that it is caused by or arises from you or your family:

- not taking reasonable care to protect and maintain the insured property;
- not taking reasonable steps to minimise the cost of any claim under your Policy; or
- not complying with all laws relating to the safety of a person or property.

## Condition of your home

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability caused by or arising from:

- your failure to fix:
  - a defect;
  - a structural fault;
  - a design fault; or
  - faulty workmanship

as soon as is reasonable after you become aware of it, or a reasonable person in the circumstances would have become aware of it;

- your failure to fix damage that existed prior to the incident or occurrence as soon as is reasonable after you become aware of the damage, or a reasonable person in the circumstances would have become aware of it;
- your home not being structurally sound, watertight, secure, well maintained and in a good state of repair, for example where:
  - gutters overflow and cause water damage due to a build-up of leaves or other debris;
  - wind, rain or hail entering the home due to part of the roof being rusted through.

However, this Condition of your home exclusion applies only to the extent that the relevant claim or loss, damage, injury or death, cost or legal liability is caused by, arises from or is made worse by one or more of the above circumstances, and you knew or a reasonable person in the circumstances would have known that the relevant condition of the home may cause, give rise to or make worse the claim or loss, damage, injury or death, cost or legal liability.

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There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability caused by or arising from renovations, alterations, additions or repairs undertaken or authorised by you, where you were aware or a reasonable person in the circumstances would have been aware that the work did not comply with building laws or regulations.

There is no cover under any section of your Policy for any:

- wear, tear, depreciation, rust, oxidation, corrosion, fading.  
For example, worn carpets or scratched floors in high traffic areas, faded curtains due to sunlight, or scratches in a kitchen benchtop that would be expected from normal use;
- defect, structural fault, design fault or faulty workmanship;
- rising damp, seepage, mould, mildew, rot; or
- gradual deterioration due to action of light, air, sand, sea salt, sea water, or atmospheric or climatic conditions.

For example, the gradual weathering of brick, mortar or concrete or the breakdown of grouting or tile adhesive over time.

## Construction works

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by or arises from buildings under construction or undergoing renovations, alterations, additions or repairs that:

- involve removal of any part of the roof or an external wall; or
- impact the structure of a building such as removing or changing supporting walls, underpinning, foundations or piers.

If you are removing the roof, or removing or changing supporting walls, underpinning, foundations or piers in a residential building at the site, we will cancel your Policy and return any unused premium to you.

## Loss or damage indirectly related to your claim

This Policy only covers claims, losses and costs directly related to damage from an insured event (such as the costs of repair or replacement) unless additional cover is specifically stated. Any other claims, losses and costs that are not directly related to damage from an insured event are not covered, such as but not limited to:

- additional travel costs because your home is unliveable due to an incident;
  - any decrease in the value of your land or, if you are a strata lot owner, any decrease in the value of your strata lot or your share in relation to company title;
-

- any diminished value of your property after it's been repaired;
- any intangible losses including intellectual or sentimental value;
- the cost of hiring a replacement machine or appliance;
- loss of income (except for loss of rent from your residential rental property), loss of profits, or costs arising from any business interruption;
- medical expenses; or
- compensation for your stress or anxiety, inconvenience or loss of time.

See Additional benefits relating to loss of rent that may be covered under your Policy.

However, if the claim is covered under **Legal Liability**, and you are ordered by a court or required by a settlement made in accordance with this Policy to pay for a third party's indirect losses, we will cover those indirect losses.

## Commercial management

We do not cover properties managed by or used as serviced apartments, hotels, motels, resorts, inns or similar venues for accommodation.

## Other loss or damage

There is no cover under any section of your Policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from:

- an event occurring outside the period of insurance;
- any neglect, poor housekeeping or untidy, unclean or unhygienic living habits such as:
  - odours including from pets, cigarettes or other smoking items;
  - liquid or food stains that have gradually built up over time; or
  - water damage to carpets, flooring or cabinets due to splashing from baths, showers or sinks

however we will cover your legal liability caused by any of the above three points;

- action of the sea;
- earth movement, other than as provided in Insured Event (m) **Erosion, subsidence, landslide or earth movement**;

- hydrostatic pressure.

For example, if you empty your swimming pool or spa, the pressure exerted on it by water in the surrounding ground due to heavy rain, can cause it to move, warp or lift out of the ground;

- mechanical, electronic or electrical breakdown other than under the Insured Event (k) **Fusion of an electric motor**, however, we will cover resultant damage to the extent it's covered under the Insured Event (a) **Fire**;

- insects, vermin or rodents, however, we will cover resultant damage to the extent it's covered under the Insured Events (a) **Fire** or (h) **Escape of liquid**.

For example, we will cover damage caused by fire due to a rat chewing through an electrical wire;

- roots of trees, plants or shrubs, however, we will cover resultant damage to the extent it's covered under the Insured Event (h) **Escape of liquid**.

For example, we will cover damage due to water escaping from pipes damaged by tree roots;

- a process of cleaning by you or your family:
    - using any chemicals other than domestic household chemicals. (Domestic household chemicals include products that can be purchased from a supermarket or department store); or
    - where domestic household chemicals have been used but not in accordance with the manufacturer's directions for use;
  - or in connection with any contagious or communicable disease;
  - fees payable in relation to:
    - repairing or rebuilding any part of your home where you were aware or a reasonable person in the circumstances would have been aware that they were illegally constructed. (You will be considered 'aware' if the illegal construction has been identified in any report received by you or as a result of any enquiries made by you, for example during the course of the purchase or conveyance of the property); or
    - a notice served on you by a statutory authority before the incident took place;
  - or in connection with:
    - an unauthorised or malicious act, software, coding or instructions;
    - a threat, hoax, scam or fraud;
-

- programming or operator error; or
- outage

affecting the use, integrity, security, operation, storage of, or access to, data, information, a computer, system, device, appliance, equipment, software, hardware, back-up facility or a component of or attachment to any of these, regardless of time or place.

Examples of what are not covered under your Policy:

- loss, damage, destruction, distortion, erasure, corruption or alteration of, or loss of access to, or interference with, data on a computer or access to an internet service, due to malicious software or a cyber-attack, including but not limited to viruses, worms, Trojan Horses, back doors, logic bombs, trap doors, denials of service, ransomware or any computer hacking;
- unauthorised access to or copying of personal information via the internet or mobile phone network;
- unauthorised access to, or interference with the operation of, an appliance or device via the internet, Wi-Fi or Bluetooth;
- unauthorised access to your computer or device provided by means of a scam, or connection of a storage or other device affected by malicious software.

However, you will still have cover for physical damage to your property insured under your Policy caused by an Insured Event such as (a) **Fire**;

- changes in a right, title or interest in your property, for example due to a transfer, agreement or adverse possession.

There is no cover under any section of your Policy for any:

- end-of-lease expenses such as cleaning, removal of tenants' property, re-letting expenses or removal of rubbish;
- damage covered under a manufacturer's or a supplier's guarantee or warranty (whether express or implied by law);
- damage to your property while it's being cleaned, repaired, restored or altered by someone other than you or your family.

There is no cover for loss of or damage to:

- sporting equipment while in use or play;
  - bicycles while they are being used for any competition including racing, pace-making, hill climb or time trials;
  - the tyres or rims of bicycles if they are damaged whilst being ridden;
-

- the appearance of the bicycle caused whilst the bicycle is being ridden such as scratching, denting, chipping or defacing. This does not include damage that materially affects the performance of the bicycle.

### **Operation of law, war, nuclear material or terrorism**

There is no cover under any section of your Policy for any claims, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with:

- compulsory acquisition, lawful seizure, confiscation, nationalisation, requisition, repossession or other similar operation of law;
- invasion, acts of foreign enemies, hostilities, war or war-like operations (whether war be declared or not), or civil war;
- mutiny, civil commotion assuming the proportions of, or amounting to, a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;
- a nuclear weapon, the use, existence or escape of nuclear fuel, waste, radiation or material, or nuclear fission or fusion;
- any act of terrorism involving biological, chemical, nuclear or radioactive pollution, contamination or explosion.

### **Sanctions limitation and exclusion clause**

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

### **Laws impacting cover**

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

### **Multiple causes**

Where loss, damage, injury or death has two or more causes and at least one of those causes is excluded by this Policy, we will not provide any cover, pay any claim or provide any benefit under this Policy.

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## Section 8: General conditions

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

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

- refuse to pay your claim or reduce what we pay for your claim; or
- cancel your Policy.

### Assistance and co-operation

You must provide reasonable assistance to us, including:

- being truthful and frank at all times;
- providing us with relevant information and documents we may ask for, such as proof of purchase or repair quotes, if needed;
- telling us promptly if you've been contacted by someone about an incident, such as another insurer or a third party's lawyer;
- attending one or more interviews about the claim if we ask you to;
- appearing in court and giving evidence if needed;
- making your property available for us to inspect or examine;
- responding to our requests in a timely manner.

At all times you must refrain from behaving in a way that's improper, hostile or threatening towards us, our representatives, our suppliers or third parties involved in an incident.

If you don't cooperate in any of these ways, it may delay your claim, or we may reduce or refuse to pay your claim.

### Burglary protection

If any required burglary protection is noted on your Policy Schedule, we have agreed to insure your home and contents only if those burglary protection devices are installed.

If any of these devices are removed, altered, or left inoperative while you are absent from the site, without our prior consent, we may have the right to:

- decline; or
-

- reduce

a claim to which this action contributes.

## Tell us when these things change

You must tell us as soon as reasonably possible if any of the information on your Policy Schedule is incorrect or has changed.

Things you must tell us	If you have home cover	If you have contents cover
You sell the home or home unit or move house	✓	✓
You're planning construction work including renovations, alterations, additions or repairs at the site	✓	✓
Your home will be unoccupied for any period longer than 100 consecutive days	✓	✓
The occupancy of your home changes, for example, you plan to rent all or part of it out to boarders or tenants, or you stop renting out the property under a lease agreement and start to rent it out as a holiday home without a lease	✓	✓
You start operating a business or generating a regular income from the site other than residential rental income, or a home office or surgery taking up less than 20% of the home  Note: Doing office work in a home office, including working from home for your employer is not considered to be operating a business.	✓	✓
You add or change mortgage lenders	✓	✗
You want to increase your sum(s) insured	✓	✓
You want to add Specified Contents or increase any specified limit	✗	✓

If you don't tell us, we may reduce or refuse to pay a claim.

When you tell us about something that has changed or request a change to your Policy, we will assess the change to the risk in accordance with our underwriting rules and processes.

### **Changes to your cover**

If you request any change to cover (e.g. you choose to add an optional cover or you increase your sum(s) insured) then, if we agree to the change, we will issue a new Policy Schedule and ask you for any additional premium. If an additional premium is required, the change will only be effective when you have paid the additional premium by the due date we give to you.

If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the latest contact details you provided us. If we don't receive payment of the additional premium owed, the change will not be effective and we will confirm this by issuing a replacement Policy Schedule.

If you request any change to cover and we don't agree to the change, then we will let you know and the Policy will continue unchanged.

### **Changes to your circumstances**

Contact us to discuss potential changes in circumstances when you know the details of the timing and nature of the changes before they happen, to find out in advance whether we will be able to continue to insure your home and/or contents.

If you tell us about a change in your insured property's address then we will consider it under our underwriting rules and processes, and depending on the underwriting assessment:

- if we do not agree to the change then we will cancel your Policy and refund the unused portion of the premium.

Changes of these kinds sometimes alter the risk to us in such a significant way that it is no longer within our underwriting rules, and we would not have issued the Policy if the request had been made before the start of the Policy.

- if we agree to the change, we will issue a new Policy Schedule and ask you for any additional premium, inform you of any change in terms, and any additional applicable excess(es). If an additional premium is required, the change will only be effective when:
    - if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
    - you have paid the additional premium by the due date we give to you.
-



If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the latest contact details you provided us. If we don't receive payment of the additional premium owed, then we will cancel your Policy. We will use the latest contact details you provided us to notify you of the cancellation date.

If you tell us about any of the following changes then we will cancel your Policy and refund any unused portion of the premium:

- you are removing the roof, or removing or changing supporting walls, underpinning, foundations or piers in a residential building at the site;
- you start operating a business, or generating a regular income (other than residential rental income, or a home office or surgery taking up less than 20% of the home) at the site; or
- the occupancy of your home changes to an occupancy that cannot be accepted.

If you tell us about a change in mortgage lender, we will note them on the Policy Schedule.

If you tell us about any other change, we will consider it under our underwriting rules and processes at the time.

## **Interests in the Policy**

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

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

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy in relation to any claim they make.

If you have used all or part of your home or contents as security for a loan from a lender, we may pay the lender all or part of the payment made when settling your claim. For more information, see '**Lender's rights**'.

## **Strata title mortgagee's interest**

This cover applies only if you have arranged this Policy to insure only the interest of a mortgagee in a strata title unit.

This cover only applies when you own part of a building that has been subdivided into strata, community or similar title units and you have a mortgage on that part of the building.

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We will pay the mortgagee the lowest of:

- (a) the sum insured shown on the Policy Schedule,
- (b) the amount to repair the damage to a condition similar to but no better than when new,
- (c) if the body corporate (or similar) partially covers the loss, then the difference between what the body corporate insurance pays and the cost of the damage, or
- (d) the amount sufficient to discharge the mortgage held by you over the unit at the date of damage.

We pay only that part of the claim that applies to the interest of the mortgagee.

We only pay a claim if:

- (a) a claim would be payable under insured events (a) to (j) of this Policy (and not subject to any exclusion or other limitation in the Policy),
- (b) the policy of the body corporate or similar does not apply or only partially covers the loss, and
- (c) the mortgagee requires you to discharge your mortgage.

If you have arranged this Policy to insure only the interest of a mortgagee in a strata title unit:

- (a) no additional benefits are payable under this Policy,
- (b) no legal liability cover is provided, and
- (c) no optional covers are provided.

## Unoccupancy

If your home will be unoccupied for more than 100 consecutive days, you must tell us and obtain our written agreement before it becomes unoccupied. We may adjust the conditions including the excesses that apply to your Policy.

If your home is unoccupied for a period of more than 100 consecutive days and you do not tell us, the cover for home and contents is limited as described below.

The excess applicable to your Policy will be increased in addition to your home and contents excess, depending on how long your home has been unoccupied at the time of a claim. Your excess will be increased by the Unoccupancy excess as follows:

If the home is unoccupied:

- for a period from 100 consecutive days up to 180 consecutive days the Unoccupancy excess will be \$2,000;
  - for a period from 180 consecutive days up to 365 consecutive days the Unoccupancy excess will be \$3,000;
-

- for any period exceeding 365 consecutive days the excess will be the greater of \$5,000 or 1% of the total home and/or contents sum insured.

For example, if your home is insured for \$500,000 and your contents are insured for \$100,000, then the total of your home and contents sums insured is \$600,000.

If your home is unoccupied for a period of more than 365 days, and you do not tell us about the home being unoccupied and a claim occurs, your additional Unoccupancy excess will be the greater of \$5,000, or 1% of \$600,000 = \$6,000. Therefore \$6,000 Unoccupancy excess will be applicable in addition to your home and contents excess.

If your home and contents excess is \$500, then the total payable excess would be  $\$6,000 + \$500 = \$6,500$

These increased excesses do not apply to claims directly caused by the following Insured Events:

- lightning, thunderbolt;
- riot and civil commotion;
- damage directly caused by impact by a vehicle, aircraft, waterborne craft, space debris, rocket, satellite, or a branch;
- tsunamis and earthquake.

However, where a claim is payable, we apply the increased excesses to any subsequent resultant damage such as rainwater entering any opening made by impact or looting subsequent to a riot.

The period of 100 consecutive days is calculated from the date when the home was last occupied regardless of the commencement or renewal date of the Policy.

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## Section 9: Claims

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

### What you must do after an incident

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

- take all reasonable precautions to prevent further loss, damage or liability;
- notify the police as soon as reasonably possible if any of your property is lost, stolen, or maliciously or intentionally damaged and provide details of the report to us. We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss;
- tell us or your financial services provider as soon as reasonably possible. You will be provided with a claim form and advice on the procedure to follow;
- supply us with all relevant information we reasonably require to settle or defend the claim;
- notify us of any other insurance covering the same loss, damage or liability.

In an emergency outside normal business hours you may ring our emergency service on 1800 023 387 for assistance.

If in doubt at any time, ring us or your financial services provider for advice.

### What you must not do after an incident

We reserve the right to reduce your claim payment if your actions after an incident increase the loss or liability. If your actions prevent us from recovering a claim payment from another person who would be liable to you for a loss or liability that you suffer, then we may refuse to pay your claim. To avoid your claim being delayed, reduced or refused you must not:

- admit fault or liability, except in a court or to police. Call us if you would like guidance;
  - offer or negotiate to settle a claim against you;
  - unnecessarily delay notifying us of the incident;
  - enter into any agreement with anyone else which could limit the amount that could be recovered from them;
  - agree not to seek compensation from any person liable to compensate you;
-

- authorise repairs to or arrange replacement of any of the property insured in connection with any claim without our consent, other than emergency repairs necessary to prevent further loss. If we agree to pay your claim, we will pay for these repairs, but you must retain all receipts;
- dispose of damaged items unless we've first agreed to this. This is so we can establish the cause or extent of the damage to quickly and accurately assess your claim. Call us if you would like guidance including where there is hazardous material present.

## How we settle your claim

We only pay once for loss or damage caused by the same event covered by this Policy even if that loss or damage is covered under more than one section of the Policy.

### How we settle home claims

We'll normally pay our supplier the necessary and reasonable cost to repair, replace or rebuild the damaged parts of the home to a condition substantially the same as, but not better than, when new. Where this happens, you'll receive our Lifetime guarantee on home repairs.

### If you don't use our supplier

We will pay you the reasonable cost to repair, replace or rebuild the damaged parts of your home to a condition substantially the same as but not better than when new if, for example:

- you decide to:
  - rebuild to a better standard; or
  - sell the land at the site; and/or
  - rebuild elsewhere;
- it's not practical for us to repair, replace or rebuild your home due to the age, policy limit, inadequate sum insured, construction or condition of your home or if materials needed for repairs are not readily available;
- you choose to go with a supplier (which includes a repairer or builder) of your choice.

To assess the cost of the necessary work required to repair, replace or rebuild the damaged parts of your home we will, where possible, obtain a scope of works and a quote from our supplier. If you agree with this, we will then pay you the amount quoted by our supplier.

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If you're not happy with the amount quoted by our supplier, or if we're unable to obtain a scope of works from our supplier, we'll ask you to provide us with a fully itemised scope of works and quote from a supplier of your choice for us to consider. We'll review these to ensure they cover the necessary work and are within market rates. To determine this, we'll consider the following:

- our supplier's scope of works and quote (if we were able to obtain it);
- our own data and experience with similar repairs, replacements or rebuilding;
- third party cost estimation sources; and
- your circumstances, including the location and attributes of your home.

Following our review, we'll do one of the following:

- If we believe your supplier's scope of works and quote cover the necessary work and are within market rates, we'll pay you the amount quoted by them.
- If we believe your supplier's scope of works either omits or overstates aspects of the work required or their quote is significantly above market rates, we'll discuss this with you and/or them and seek agreement on the scope of works and quote.
  - If we come to an agreement with you or your supplier, we'll pay you the amount agreed.
  - If we're still unable to agree with you on the amount we'll pay you, we'll attempt to obtain a scope of works, quote or report (as required) from an alternative supplier we both agree on, and we'll review these together with you to arrive at a final scope of works and quote. If we're able to come to an agreement, we'll pay you the amount quoted by them.
  - If we're unable to agree on an alternative supplier, we believe the alternative supplier's scope of works either omits or overstates key aspects of the work required, or we believe their quote is significantly above market rates, we'll refer you to our complaints process.

When we pay you the reasonable cost to repair, replace or rebuild the damaged parts of your home, you will not be eligible for our Lifetime guarantee on home repairs because we won't have appointed the supplier or managed the works.

If your home sum insured is inadequate, we will only pay up to the sum insured or any applicable standard policy limits.

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## Building costs

Whether we arrange the repairs, replacement or rebuilding or pay you the cost to complete the repairs, replacement or rebuilding, we'll also pay the necessary and reasonable costs of the following, subject to limits and conditions described under 'Section 4: Additional benefits':

- to temporarily protect your site (this includes preventing access to limit the risk of theft, weather damage and injury);
- for demolition;
- to remove debris from your site;
- for an architect or surveyor; and
- to comply with current building codes and statutory requirements.

## Undamaged parts of your home

We won't pay for any undamaged parts of your home, even to restore those undamaged parts to achieve a uniform appearance, other than to the extent set out in the table below in relation to internal home damage:

External home damage	
<b>Damage to roofs, doors, gates and fences</b>	We'll only repair or replace the individual tiles, roof sheeting, doors, gates or fence panels that were damaged.
<b>Damage to external walls</b>	We'll only repair or replace the part of the wall that was damaged.
<b>Paths/driveways/ tennis courts etc.</b>	We'll only repair or replace the areas that were damaged.

## Internal home damage

<p><b>Damage to internal flooring</b></p> <p>(excludes carpets – these are covered as contents)</p>	<p>We'll pay to repair or replace up to an existing change or join in the flooring, or an archway, doorway or similar opening, whichever is closest to the damage.</p> <p>A combined lounge/dining room will be considered as one room if the opening between them is more than 82cm wide. This is a common width of a doorway.</p> <p>We won't pay to replace any undamaged materials in any other adjoining rooms, hallways or stairwells.</p>
<p><b>Damage to internal walls</b></p>	<p>We'll pay to repair or replace the damaged wall(s). We won't pay to replace the wall covering, for example wallpaper or paint on any adjoining walls or in any adjoining rooms, hallways or stairwells.</p>
<p><b>Damage to internal fixtures/ fittings</b></p>	<p>We'll pay to repair or replace fitted cupboards, sections of cabinets and sections of benchtops if they are continuously joined to, and made of the same material as, the damaged part.</p>

### Matching materials

If part of your home is damaged or destroyed by an Insured Event and we agree to pay your claim, or one of our suppliers has caused damage during exploratory work to locate the source of escaped water or other liquid, we'll match existing materials if they're commercially available in Australia when we repair, replace or rebuild the damaged property.

If not, we'll use the nearest equivalent materials that we can source locally. In this case, if the damage is inside your home, we will also pay up to \$1,000 to replace undamaged parts of the same room, hallway or stairwell (to the nearest doorway, archway, or other opening) so that it matches or complements the materials we've used. A combined lounge/dining room will be considered as one room if the opening between them is more than 82cm wide (this is a common width of a doorway). If you're not satisfied with the nearest equivalent materials we source, we will pay you what it would have cost to repair, replace or rebuild with these materials.



## **Delays in repairing, replacing or rebuilding**

If you delay repairing, replacing or rebuilding, for example by unreasonably delaying to review and approve documents necessary to effect the repair, replacement or rebuilding, for more than six months from the date when the claim was approved, we'll only pay the reasonable cost that would have been incurred to repair, replace or rebuild your home at the time the claim was approved. You may have to pay any increase in cost caused by your delay.

If you believe that, due to special circumstances, you have a reason to delay the repair, replacement or rebuilding for more than six months, we will give consideration to those circumstances, and we may:

- not charge you for any increase in cost caused by the delay; or
- pay the reasonable cost that would have been incurred to repair, replace or rebuild your home at the time the claim was approved.

## **Rebuilding at an alternative location**

If your home is a total loss, you may choose to rebuild at another site in Australia. We won't pay you more than it would have cost to rebuild at your site.

## **Lifetime guarantee on home repairs**

We closely monitor the performance of our suppliers to help ensure the best outcome for our insureds. This enables us to guarantee that if we have:

- selected and authorised a supplier to replace, repair or rebuild your home; and
- paid, or have a legal liability to pay, the supplier, repairer or builder directly for this work

and a defect arises in the lifetime of your home as a result of poor-quality workmanship or use of incorrect or poor-quality materials, we'll rectify the problem by arranging, authorising and paying for further replacement, repair or rebuilding.

If we have selected and authorised a supplier to replace, repair or rebuild your home and we are satisfied that the work requires rectification to such an extent that your home is unliveable, we'll arrange and pay the reasonable costs of temporary accommodation until the home is fit to live in.

We will also handle any complaint about the quality or timeliness of the work or conduct of the supplier as part of our complaints handling process.

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This guarantee does not apply to:

- replacements, repairs or rebuilding that you arrange, authorise or make yourself (even if we give you the name of a possible supplier (which includes a repairer or builder) who is involved with the repair, replacement or rebuilding);
- home replacement, repairs or rebuilding that you arrange, authorise or make yourself (even if we give you or a supplier a cheque or other form of payment for all or part of the repair cost);
- loss, damage or failure of any electrical or mechanical appliances or machines that form part of your home; or
- wear and tear consistent with normal gradual deterioration (e.g. paint peeling as part of its normal life cycle, wood rotting or mould from moisture in the air or ground, roofs weathering or a hot water system leaking as a result of normal gradual deterioration).

## Fences

When we pay a claim for damage to a shared or dividing fence, we will pay no more than your proportion of costs for the repair or replacement in accordance with the relevant legislation relating to dividing fences, for example Dividing Fences Act or Dividing Fences and Trees Act or any similar legislation. Typically, your proportion of the cost will be 50% of the repair or replacement cost of the fence.

If there is no legislation in place in relation to the amount that you are liable for, with respect to the repair or replacement of dividing fences, then we will pay no more than 50% of the cost of repair or replacement of the shared or dividing fence.

However, we will pay the full cost to repair, rebuild or replace the fence if:

- there's no neighbour who is liable to share the cost of repairing, rebuilding or replacing the fence; or
- the damage to the fence was caused by an Insured Event at your site and you're liable to pay the full cost of repairing, rebuilding or replacing the fence.

We will pay no more than the cost to repair, rebuild or replace a fence of the same quality and specification as the fence which was damaged.

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## The most we'll pay

The most we'll pay is your home sum insured plus any Additional benefits payable on top of the home sum insured, less any applicable excesses.

Your home sum insured may be increased through the application of the **Inflation adjustment Additional benefit** or if eligible, the Special benefit - **Home sum insured safeguard**.

### Special benefit – Home sum insured safeguard

If the cost to repair or replace your home is greater than your home sum insured, then we will pay up to 30% more than your home sum insured shown on your Policy Schedule to either:

- repair the home; or
- replace the home to a condition substantially the same as, but not better than when new; or
- pay the reasonable cost of its repair or replacement to a condition substantially the same as when new.

This Special benefit applies only if:

- (a) this Policy insures your home, and
- (b) your home is so damaged by an event that is insured by this Policy that it is a total loss, and
- (c) the cost to repair or replace your home is greater than your home sum insured because either:
  - (i) the increased cost of repairing damage to your home was caused directly by a Catastrophic event, or
  - (ii) you correctly used the QBE Home Sum Insured Calculator on the QBE Website located at [www.qbe.com.au/isc](http://www.qbe.com.au/isc) to calculate your home sum insured and the calculator estimated an inadequate sum insured for your home, provided:
    - > that you can demonstrate that you correctly used the QBE Home Sum Insured Calculator to determine your home sum insured; and
    - > your home is substantially the same as when you used the QBE Home Sum Insured Calculator (for example, you have not added to nor extended your home); and
    - > you have not reduced any sum insured that we have offered on any renewal invitation since you used the QBE Home Sum Insured Calculator.

Catastrophic event means a suddenly occurring, major, natural disaster that is insured by this Policy, where the resultant damage to property in the vicinity of your home and generally is so extensive and widespread that the resultant surge in demand for the materials and labour required to repair buildings causes a surge in the prices of building repairs.

This Special benefit only relates to the home. It does not apply to any other insured property, Policy section, Additional benefit or other Policy feature.

## How we settle contents claims

In this section when we say 'Contents' in the context of settling your claim, we're referring to contents including, 'Contents with Limits'.

If a damaged item can be repaired, we'll normally pay our repairer the necessary and reasonable cost to repair your contents item to a condition substantially the same as, but not better than, when new.

If it's not economical to repair the item, or it's been lost or stolen, we'll replace the item with a new one that's substantially the same where it's practical to do so.

If the policy limit, maximum limit or sum insured is not adequate to repair or replace the item to a condition substantially the same as when new, the most we will pay is the item limit or sum insured.

### **If you don't use our repairer or supplier or we can't repair or replace the item**

We will pay you the reasonable cost to repair or replace the lost, stolen or damaged contents to a condition substantially the same as, but not better than when new if, for example:

- you decide to replace those contents with items that are not substantially the same;
- you decide you do not want the contents repaired or replaced. If you don't want an item repaired, we will not pay to replace it; we'll pay what it would have cost to repair it. See 'How the amount we'll pay is determined if the item is repairable';
- it's not practical for us to repair or replace your contents due to the age, style, type, condition or nature of your contents or if the materials or skills needed for repairs are not readily and locally available;
- you choose to go with a repairer of your choice.

If the policy limit, maximum limit or sum insured is not adequate to repair or replace the item to a condition substantially the same as when new, the most we will pay is the item limit or sum insured.

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## How the amount we'll pay is determined if the item is repairable

To assess the necessary work required to repair damaged contents items we will, where possible, obtain a report or quote from our repairer. If you agree with this, we will then pay you the amount quoted by our repairer.

If you're not happy with the amount quoted by our repairer, or if we're unable to obtain a report or quote from our repairer, we'll ask you to provide us with a report or quote from a repairer of your choice for us to consider. We'll review this to ensure it covers the necessary work and is within market rates. To determine this, we'll consider the following:

- our repairer's report or quote (if we were able to obtain it);
- our own data and experience with similar repairs;
- third party cost estimation sources; and
- your circumstances, including the location and attributes of your contents.

Following our review, we'll do one of the following:

- If we believe your repairer's report or quote cover the necessary work and is within market rates, we'll pay you the amount quoted by them.
- If we believe your repairer's report or quote either omits or overstates aspects of the work required or their quote is significantly above market rates, we'll discuss this with you and/or them and seek agreement on the report or quote.
  - If we come to an agreement with you or your repairer, we'll pay you the amount agreed.
  - If we're still unable to agree with you on the amount we'll pay you, we'll attempt to obtain a quote or report from an alternative repairer we both agree on, and we'll review this together with you to arrive at a final quote. If we're able to come to an agreement, we'll pay you the amount quoted by them.
  - If we're unable to agree on an alternative repairer, we believe the alternative repairer's report or quote either omits or overstates key aspects of the work required, or we believe their quote is significantly above market rates, we'll refer you to our complaints process.

If the policy limit or sum insured is not adequate to repair or replace the item to a condition substantially the same as when new, the most we will pay is the item limit or sum insured.

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### **How the amount we'll pay is determined if the item is not repairable**

For replacement items that are readily available including tools, devices and appliances, we will pay you an amount equal to the lowest price available to you from a reputable commercial retailer at the time we settle the claim.

If an item is not readily available, we'll pay you an amount equal to the lowest price available to you from a reputable commercial retailer at the time we settle the claim for an equivalent item with similar specifications and functionality.

### **How the amount we'll pay is determined if the item can't be replaced**

If we can't repair the item, or it can't be replaced because of its antiquity or rarity, we'll pay the lesser of:

- the standard Policy limit or, if it's a Specified Contents item or a Specified Valuables item, the specified limit noted on your Policy Schedule; and
- the fair market value based on enquiries made to independent and appropriately experienced or qualified professionals.

If your contents sum insured is inadequate, we will only pay up to the sum insured or any applicable standard Policy limits.

### **The most we'll pay**

The most we'll pay in total for your contents is your contents sum insured, plus any Additional benefits payable on top of the contents sum insured, less any applicable excesses.

Your contents sum insured may be increased through the application of the Inflation adjustment Additional benefit.

There are limits on what we'll pay for some individual contents items:

- the standard Policy limit, where applicable (see **Contents with limits**);
- the specified item limit shown on your Policy Schedule for items you have listed as Specified Contents

less any applicable excess(es).

The most we'll pay in total for your Valuables is either:

- if the loss or damage is to unspecified valuables, we will pay up to the total sum insured for unspecified valuables. However, for each individual unspecified item, we will not pay more than the lesser of \$5,000 or the sum insured for unspecified valuables on the Policy Schedule;
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- for specified valuables, we will pay up to the sum insured shown on the Policy Schedule against the item;

less any applicable excess(es).

We treat the following items differently when we pay your claim:

Item	What we pay
<p><b>Carpets</b></p>	<p>We'll pay to repair or replace up to an existing change or join in the carpet or an archway, doorway or similar opening, whichever is closest to the damage.</p> <p>A combined lounge/dining room will be considered as one room if the opening between them is more than 82cm wide. This is a common width of a doorway.</p> <p>We won't pay to replace any undamaged carpet in any other adjoining rooms, hallways or stairwells.</p>
<p><b>Photographs and videos</b></p>	<p>We'll pay for reproducing videos and hard copy photographs you have purchased from, or had produced by, a professional photographic business if the necessary electronic data is available. We do not pay to reconstruct any circumstances or conditions.</p>
<p><b>Sets or pairs</b></p>	<p>If we can't repair an item which forms part of a set or pair or it can't be replaced because:</p> <ul style="list-style-type: none"> <li>• we're unable to reasonably match it; or</li> <li>• the functionality of the set or pair is lost (e.g. hearing aids/sporting equipment)</li> </ul> <p>you can choose to either:</p> <ul style="list-style-type: none"> <li>• surrender the remaining item(s) to us, in which case we'll pay the replacement value of the set or pair, up to any applicable limit; or</li> <li>• keep the remaining item(s), in which case we'll pay the replacement value of the lost or damaged item.</li> </ul> <p>We don't allow for any special value the item may have as forming part of a set or pair, or for any reduction in value of the remaining part(s).</p>

Item	What we pay
<b>Software</b>	If a claim is accepted where software is lost, damaged or destroyed, we pay the cost to replace it with the nearest equivalent new software. We do not pay for any software that was acquired by you at no cost.

## What happens after a total loss?

### Home and/or Contents

Cover ends when we agree to pay your claim. However, we'll still pay for Additional Benefits if they apply to your cover, they are directly connected to the total loss and they continue to be relevant.

### Valuables

Cover under the Valuables section of the Policy is exhausted and comes to an end:

- (i) for specified valuables, when we agree to pay your claim, or
- (ii) when we pay your claim for all your valuables on the Policy that are assessed as a total loss (or not being recovered).

If you want to insure any replacement items or reinstate the Valuables option, then you will need to ask us. If we agree and you pay the additional premium, it will be shown on your Policy Schedule.

### Your premium after a total loss

If you paid your premium annually, there is no premium refund.

If you paid in instalments, you will still need to pay the total of any remaining premium instalments for the period of insurance. If your Policy comes to an end, depending on how we settle your claim, we will either deduct the total of all remaining instalments from your claim settlement or we will ask you to pay the total to us.

The total premium is payable and non-refundable because you have received the benefit of the cover we provide under the Policy.



## Claim payments and GST

We pay claims inclusive of GST unless the owner of the property is a business which is, or needs to be, registered for GST. In that case, we'll reduce the amount we pay to settle the claim by the Input Tax Credit amount to which they are, or would be, entitled. If they fail to disclose or understate their entitlement, they may be liable for GST on a claim we pay.

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

Unless we say otherwise, all amounts in your Policy are inclusive of GST.

## Preventing our right of recovery

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

## Providing proof of ownership and value

In some cases we will ask you for proof that you owned the items you're claiming for and for documents or other information to assist us in assessing their value. Whether we ask for proof and, if we do, the types of documents we ask for may depend on the situation. So your claim can be assessed, make sure you keep things like:

- receipts or tax invoices;
- credit card or bank statements;
- guarantee or warranty certificates;
- valuation certificates for jewellery, collections and artworks;
- photographs or video film of the item/s in your home or being worn by you.

If, after reviewing all the evidence about your claim that has been provided to us, we're not satisfied that you actually owned the items, we may refuse to pay your claim.

If, however, your proof of ownership was destroyed in a fire, we may accept other evidence of ownership.

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## Other information we may need to process your claim

Make sure you keep things like:

- any cleaning or repair quotes or receipts;
- receipts for expenses deducted from the bond money or security bond;
- records of commissions payable to your estate agent or a holiday rental platform;
- lease agreements or details of booking confirmations and payments received;
- records of cancellations;
- bond receipts or details of the security bond, booking fees and deposits;
- rent receipt records.

If you rent your property out through a holiday rental platform, you should keep a record of any cancelled bookings just in case the holiday rental platform doesn't retain or provide you with access to these records.

## Salvage

If we pay a claim by replacing or paying to replace any items or materials, we're entitled to obtain and retain any items or materials salvaged or recovered. We may sell the items or materials and keep the proceeds. If you ask us, we may agree to sell the items or materials to you, provided you agree to pay the fair market value. This is the price we could get if we sold the items or materials to someone else who is willing and able to buy them. If there is no market for the items or materials, then we will base the amount on enquiries made to appropriately experienced or qualified third party professionals.

## 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, or reduce the amount we pay, 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 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.
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## Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your Policy. If at the time of any loss, damage or liability there's any other insurance (whether issued to you or any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

## Lender's rights

If we're settling your claim by paying you (instead of paying our repairer or other service providers), and you have used all or part of your home or contents as security for a loan from a lender, we reserve the right to pay all or part of the payment to the lender.

The amount we pay to the lender will be the lesser of:

- the amount owing to them (with any balance paid to you); or
- the amount we agree to pay in settlement of the secured property.

A payment made to a lender will satisfy our obligation to you for the amount paid.

For more information about other interests in your Policy, see [Interests in the Policy](#).

## How claims administration and legal proceedings are undertaken

If you suffer loss or damage due to an incident for which someone else is responsible, you may have a legal right to recover some or all of the loss or damage from that person, including by taking legal action against them. When we pay a claim under your Policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance. This may include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid. You must not enter into any agreement with anyone else which could limit the amount that could be recovered, including joining class action proceedings, without our permission.

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When we pay a claim and some of your loss isn't covered by your Policy, we may offer to try to recover that loss for you when we take any steps to recover the covered loss. We can only do so if you agree to give us documents and statements that support your loss and agree with us on how we'll handle that recovery. You may also need to contribute to the associated costs if, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take. We will talk to you about these steps before we take them.

If we successfully recover more than we paid for your claim under your Policy, we will first keep the amount we paid for your claim and the amounts we paid in administrative and legal costs spent towards making the recovery. If there is any amount remaining after this, we will pay you the remainder to compensate you for loss that was not insured. Finally, we will keep any remaining amounts.

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

When we agree to cover you for a legal liability claim, we may:

- arrange for a lawyer to represent you or we may act on your behalf;
- attempt to settle the claim; and/or
- defend the claim.

We will decide whether to defend or settle the claim and how much to pay to settle the claim.

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## Section 10: Other terms

These other terms apply to how your Policy operates.

### **Cancelling your Policy**

You can cancel your Policy at any time by telling us. We can cancel your Policy as permitted by law, for example if you do not pay us your premium or if you told us something that you knew to be incorrect or untrue during your application for cover. We can also cancel your Policy if your circumstances change and no longer fall within our underwriting rules. See 'Tell us when these things change'.

If you've paid your premium in advance and your Policy is cancelled, we'll refund you the proportion of the premium for the remaining period of insurance, minus any non-refundable government fees, duties or charges. But see 'Cooling off period' where you may be entitled to a full refund.

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

### **References to legislation**

Legislation referenced in this policy includes subsequent legislation. Any term used in this policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

### **When there is more than one insured**

When there is more than one insured on your Policy, we may treat what any one of them says or does in relation to your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel your Policy or tell us where a claim payment should be paid.

### **Sending you documents**

We may send letters, Policy and other related documents to you. If we email them to you, we'll consider the email to be received by you 24 hours after we send it.

Please make sure we have your current email and mailing address on record and let us know as soon as these change.

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