

# Mansions of Australia

Mansions Executive Insurance  
Product Disclosure Statement

5 October 2021

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 التزاماتك والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، اطلب 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 ζητήστε 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 ਜ਼ੋਨੇਵਾਰੀਆਂ 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** personal circumstances, **you** should treat any advice (if any) in this booklet as general advice. 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** insurance broker.

Section 10: Claims at the end of this booklet tells **you** the full details about what **you** need to do in the event of a claim. For Family CyberSecure claims, please call Cyberscout on 1800 490 508. For all other claims or to enquire about an existing claim please contact **your** insurance broker.

## About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) 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.

## About Mansions of Australia - The Agent

SGUAS Pty Ltd t/as Mansions of Australia (ABN 15 096 726 895, AFSL 234437) (Mansions), acting under its own AFSL, distributes this insurance for and on behalf of the insurer QBE. Mansions acts as an agent for QBE and not for **you**.

Mansions is a company within the Steadfast Underwriting Agencies division of Steadfast Group Limited (ABN 98 073 659 677) ('SGL').

**You** can contact Mansions at:

**Street Address:** Level 4, 99 Bathurst Street, Sydney NSW 2000

**Phone:** 1300 738 308

**Facsimile:** 1300 662 215

**Email:** [mansions@mansions.com.au](mailto:mansions@mansions.com.au)

## About Cyberscout

Cyberscout is a registered trade mark of Sontiq Inc.

Sontiq Inc dba/trading as Cyberscout is engaged by Mansions as its dedicated cyber incident response supplier. Cyberscout will provide access to experts who will act on **your** behalf to resolve cyber incidents, manage event resolution and manage events giving rise to claims under Section 7: Family CyberSecure as well as assist **you** in submitting claims under this section of the **policy**.

It is understood and agreed that:

- (a) Cyberscout has no authority on QBE's behalf to make any admissions which may prejudice QBE's rights or to deal with matters concerning **policy** coverage; and
- (b) the provision and the use of these services, are not intended to be and shall not be regarded as an admission of, or an acceptance by QBE, of any liability to indemnify **you** under the **policy** and are without prejudice to any of QBE's rights.

## 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.

### 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 includes GST and other applicable government fees, duties and charges.

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

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

### Other costs, fees and charges

#### Commissions

SGL or Mansions may receive a commission payment from **us** when the **policy** is issued and renewed. For details of the relevant commission paid, please refer to SGUAS' FSG or contact SGL or Mansions directly.

### 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** insurance broker.

**You** can also cancel **your** **policy** outside the cooling off period, see 'Cancelling your policy' in Section 11: Other terms.

### 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

In this Privacy Notice, the use of 'we', 'our' or 'us' means QBE and Mansions unless specified otherwise.

**We** will 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 Policies describe in detail where and from whom **we** collect personal information, as well as where **we** store it and the ways **we** could use it.

**You** can view QBE's Privacy Policy at [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE at [customer@qbe.com](mailto:customer@qbe.com) or on 1300 650 503 for a copy.

**You** can view Mansions' Privacy Policy at [www.steadfastagencies.com.au/privacy-policy/](http://www.steadfastagencies.com.au/privacy-policy/) or contact Mansions' Privacy Officer at [privacyofficer@steadfastagencies.com.au](mailto:privacyofficer@steadfastagencies.com.au) or on +61 2 9307 6656.

It's up to **you** to decide whether to give **us** **your** personal information, but without it **we** might not be able to do business with **you**, including not paying **your** claim.

### Complaints

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

#### Step 1 – Talk to us

**Your** first step is to get in touch with QBE Customer Relations who will assist **you** with resolving **your** complaint. Please provide **our** team with as much information as possible so they can try to fix the problem quickly and fairly.

A Dispute Resolution Specialist will review **your** complaint independently and provide **you** with **our** final decision.

**You** can contact the Customer Relations team directly:

**Phone:** 1300 650 503

**Fax:** (02) 8227 8594

**Email:** [complaints@qbe.com](mailto:complaints@qbe.com)

**Post:** GPO Box 219, Parramatta NSW 2124

#### Step 2 – 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 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**.

**Phone:** 1800 931 678

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Post:** GPO Box 3, Melbourne VIC 3001

AFCA will inform **you** if **your** complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit [afca.org.au](http://afca.org.au)

### More information

**You** can find more information about how **we** deal with complaints on **our** website at [qbe.com/au](http://qbe.com/au) or **you** can call **us** on 133 723 to speak with **us** or request a copy of **our** complaints brochure at no cost.

#### Complaints just about privacy

If **you're** not happy with how **we've** handled **your** personal information, call **us** on 1300 650 503 or email **us** at [customer@qbe.com](mailto:customer@qbe.com).

If **you're** not happy with how Mansions have handled **your** personal information, call their Privacy Officer on +61 2 9307 6656 or email them at [privacyofficer@steadfastagencies.com.au](mailto:privacyofficer@steadfastagencies.com.au)

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

**Phone:** 1300 363 992

**Email:** [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

**Post:** GPO Box 5218, Sydney NSW 2001

### Financial Claims Scheme

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

How to contact APRA	
Phone	1300 558 849
	Calls from mobiles, public telephones or hotel rooms may attract additional charges.
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 Section 10: 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**. See Section 6: Excesses applicable to Home, Contents and **Private Collections** for more information.

### Paying your premium

**You** must pay **your** premium in one annual payment to **your** insurance broker according to their business practices. **Your** premium is shown on **your policy schedule**. If **your** premium is not paid by the due date, this **policy** won't operate and there will be no cover.

### Adjustment of premium on renewal

If **we** invite **you** to renew **your policy**, **we** will send **you** a renewal invitation. **Your** sum(s) insured will have been revised to allow for increases in replacement costs and taking into account any alterations, additions, improvements, or appraisal report. 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**.

## Words with special meanings

Some key words and terms used in this **policy** have a special meaning. If words and terms are only used in one section of the **policy**, **we** will describe their special meaning in that section.

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

Word or expression	Meaning
Accidental	sudden, unintentional and unexpected.
Act of terrorism	includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which: <ul style="list-style-type: none"> <li>• involves violence against one or more persons; or</li> <li>• involves <b>damage</b> 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, <b>storm surge</b> , or any other movement of the sea except for tsunami.
Additions and alterations	in a strata title building, the internal paint work, wallpaper and any fixture or structural improvement pertaining to the <b>unit</b> which the <b>strata body corporate</b> is not required by law to insure.
Antique	an item valued for its rarity, aesthetic or historical significance which is over 100 years old.
Bond money	any money paid by or on behalf of the <b>tenant</b> held as security against any <b>damage</b> to the home and/or contents, <b>rent</b> owed, re-letting costs or any other expenses. This <b>policy</b> will operate and all claims will be paid on the basis that at least four weeks' <b>rent</b> has been paid as <b>bond money</b> .
Business equipment	the following items used in connection with <b>your</b> business: <ul style="list-style-type: none"> <li>• computer equipment;</li> <li>• photocopiers;</li> <li>• typewriters;</li> <li>• word processors;</li> <li>• stock and samples;</li> <li>• telecommunications equipment; and</li> <li>• office furniture.</li> </ul>

Word or expression	Meaning
Casually let holiday home	<b>your</b> home that is let on a casual or temporary, short term basis for residential, holiday or recreational purposes where there is no legal requirement for a <b>lease agreement</b> under the relevant residential tenancy legislation.  See cover limitations under Section 9: General Conditions – If <b>you</b> ever use the home as a holiday home for <b>paying guests</b> .
Damage or damaged	when property insured by this <b>policy</b> 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.  It does not include 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 <b>damaged</b> if only professional cleaning can bring it back to its state prior to the event.
Earth movement	includes landslide, landslip, mudslide, subsidence and the heaving, collapsing, vibration, erosion, settlement, shrinkage of earth but not earthquake.  Note: 'Heave' is the upward movement of the earth supporting a building because of the expansion of soil.
Fine arts	including, but not limited to: <ul style="list-style-type: none"> <li>• paintings, etchings;</li> <li>• statues;</li> <li>• <b>antiques</b>; and</li> <li>• other bona fide works of art with historical value or artistic merit.</li> </ul>
Flood	the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following: <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>
Holiday rental platform	either: <ul style="list-style-type: none"> <li>• a website that; or</li> <li>• a suitably licensed real estate agent who</li> </ul> facilitates a transaction for a <b>casually let holiday home</b> between <b>you</b> and a <b>paying guest</b> , provided the website or the agent records the name, address and telephone number of the <b>paying guest</b> .
Landscaping	trees, lawn, shrubs and other plants at the <b>property address</b> .

Word or expression	Meaning
Lease agreement	the written and enforceable agreement between <b>you</b> and <b>your tenant</b> to rent <b>your</b> home and which is subject to and compliant with the Residential Tenancies Act or similar in <b>your</b> State or Territory, whether the agreement is for a fixed term or a <b>periodic tenancy</b> immediately following a <b>lease agreement</b> .
Market value	the amount for which an article could reasonably be expected to be replaced immediately prior to the time of loss or <b>damage</b> with one substantially identical based on enquiries made to independent and appropriately experienced or qualified professionals.
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> <li>• has a wingspan of no more than 150cm;</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>
Negotiables	treasury notes, savings certificates, stamps, money orders, gift certificates, stored value cards and any other negotiable instruments.
Paying guest	a person, and their family or visitors, who rents <b>your</b> home without a <b>lease agreement</b> .
Period of insurance	the time between the start date and end date shown on <b>your policy schedule</b> during which <b>we</b> have agreed to provide cover. If <b>your policy</b> ends sooner, for example <b>your policy</b> is cancelled, the period of insurance ends at the same time.
Periodic tenancy	the agreement that continues following the expiry of a fixed term <b>lease agreement</b> where the <b>tenant</b> continues to legally occupy the <b>rental property</b> .
Pet	<p>an animal that:</p> <ul style="list-style-type: none"> <li>• is owned by <b>you</b>;</li> <li>• can be legally kept;</li> <li>• is registered and microchipped (where required by law); and</li> <li>• normally lives with <b>you</b> at the <b>property address</b>.</li> </ul> <p>It does not include any animal used for racing or commercial breeding purposes or any declared dangerous dog or menacing dog.</p>

Word or expression	Meaning
Policy Schedule	the document <b>we</b> give <b>you</b> which sets out the details of <b>your</b> cover which are particular to <b>you</b> . It forms part of the <b>policy</b> . When <b>your policy</b> is changed or renewed, <b>we</b> will give <b>you</b> a new policy schedule. The information on <b>your</b> policy schedule can modify the terms set out in this <b>policy</b> .
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.
Primary residence	<p>a house or <b>unit</b>:</p> <ul style="list-style-type: none"> <li>• where <b>you</b> live for more than half of the <b>period of insurance</b>;</li> <li>• which contains most of <b>your</b> personal belongings;</li> <li>• which is <b>your</b> address on the electoral roll; and</li> <li>• which is connected to services such as water and power.</li> </ul> <p>If all of the above do not apply, <b>you</b> can nominate <b>your primary residence</b>. <b>You</b> can only nominate one <b>primary residence</b>.</p> <p><b>Your</b> primary residence will be noted on <b>your policy schedule</b>.</p>
Private Collections	the personal property <b>you</b> own or possess, for which a sum insured is shown in the Private Collections section of <b>your policy schedule</b> .
Property address	the address shown on <b>your policy schedule</b> where <b>your</b> home is located or <b>your</b> contents are kept.
Reasonable cost	<p>if <b>we</b> arrange the repair, rebuild, replacement or work for which a cost is incurred: the actual cost that <b>we</b> incur.</p> <p>If <b>you</b> arrange the repair, rebuild, replacement or work for which a cost is incurred with <b>our</b> prior consent: the actual cost as set out in a valid tax invoice.</p> <p>If <b>you</b> arrange the repair, rebuild, replacement or work for which a cost is incurred without <b>our</b> prior consent because of an emergency and <b>you</b> 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 <b>your</b> property to a condition no better than when new; or</li> <li>• taking proportionate steps to protect <b>your</b> property from further <b>damage</b>:</li> </ul> <p>the actual cost as set out in a valid tax invoice.</p> <p>If <b>you</b> arrange the repair, rebuild or replacement or work for which a cost is incurred without <b>our</b> prior consent because of an emergency and <b>you</b> do not act reasonably: the cost that <b>you</b> would have incurred if <b>you</b> had acted reasonably.</p>



Word or expression	Meaning
	<p>If <b>you</b> arrange the repair, rebuild, replacement or work for which a cost is incurred without <b>our</b> prior consent and there is no emergency: the cost <b>we</b> would have incurred if <b>you</b> had obtained <b>our</b> prior consent and <b>we</b> had made the arrangements.</p> <p>In this definition, when <b>we</b> say 'work' this includes services such as temporary accommodation costs.</p> <p>In this definition, when <b>we</b> say 'act reasonably' this means acting prudently, as if <b>you</b> did not have insurance.</p>
Rent	the amount of money payable under the <b>lease agreement</b> to rent <b>your</b> home at the time of any claim.
Rent default	<b>your tenant</b> fails to pay <b>rent</b> in accordance with the <b>lease agreement</b> . (There is no cover for Rent default under this <b>policy</b> ).
Rental property	<p>if <b>you</b> are a <b>unit</b> owner, the lot in a strata title building at the <b>property address</b>, which <b>you</b> rent out to <b>tenants</b> or <b>paying guests</b>.</p> <p>If <b>you</b> are not a <b>unit</b> owner, for example if <b>you</b> own a free-standing house, <b>your</b> home and <b>your</b> land at the <b>property address</b> which <b>you</b> rent out to <b>tenants</b> or <b>paying guests</b>.</p>
Security bond	money paid by or on behalf of the <b>paying guest</b> or a credit card hold under a <b>casually let holiday home</b> as security against any <b>damage</b> to the home and/or contents. A security bond may be held by <b>you</b> , <b>your</b> agent, a <b>holiday rental platform</b> or other third party.
Set or pair	<p>two or more articles, whose value together is more than the sum of their individual values.</p> <p><b>Note:</b> An article is not part of a set or pair merely because it is part of a collection.</p>
Silverware	<p>items that consist of silver, including, but not limited to:</p> <ul style="list-style-type: none"> <li>• trays;</li> <li>• trophies;</li> <li>• sterling silver items;</li> <li>• pewter; and</li> <li>• other personal articles other than jewellery.</li> </ul>
Storm surge	the covering of normally dry coastal land by water as a result of wind and low atmospheric pressure caused by a storm.
Strata body corporate	the owner and administrator of common property.
Tenant	the person or persons renting the home named in the current <b>lease agreement</b> and any partner, children, <b>pets</b> or other persons permanently living at the <b>property address</b> .
Total loss	<p><b>your</b> property is a total loss when:</p> <ul style="list-style-type: none"> <li>• <b>we</b> pay the total sum insured or item limit; or</li> <li>• <b>your</b> insured home and/or contents, and/or <b>Private Collections</b> items are lost or destroyed.</li> </ul>

Word or expression	Meaning
Unit	a lot in a strata title building or similar community strata scheme or under company title, at the <b>property address</b> .
Unliveable	<p>if the home is not let to tenant(s) under a <b>lease agreement</b>, the home is unliveable if, due to an event covered by this <b>policy</b>:</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 <b>you</b> and/or <b>your</b> family are <b>damaged</b> 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> <p>If the home is let to <b>tenants</b> under a <b>lease agreement</b>, the home is unliveable if, due to an event covered by this <b>policy</b> :</p> <ul style="list-style-type: none"> <li>• it is unsafe to live in; 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; or</li> <li>• if it's rented out on a fully furnished basis: <ul style="list-style-type: none"> <li>- it is not furnished such that it is comfortably habitable; or</li> <li>- it does not contain a functioning refrigerator and cooking appliance.</li> </ul> </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>• <b>you</b>, <b>your</b> family, or someone with <b>your</b> 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> <li>- was connected to the electricity supply; and</li> <li>- was connected to hot and cold running water.</li> </ul> </li> </ul>

Word or expression	Meaning
	<b>You</b> 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 <b>we</b> might ask for other relevant evidence of occupancy, where necessary.
We, our, us	QBE Insurance (Australia) Limited, ABN 78 003 191 035 AFSL 239545.
Your family	any member of <b>your</b> family who lives permanently with <b>you</b> , including <b>your</b> partner.
You, your	<p>the person(s), companies or firms named on the current <b>policy schedule</b> 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 <b>policy</b> is a company or a trust then "you" also includes the following people if they normally live at the <b>property address</b>:</p> <ul style="list-style-type: none"> <li>• that company's directors or owners or trustees or beneficiaries; and</li> <li>• their respective family members as listed above.</li> </ul> <p>In this <b>policy</b> 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 if so, the sum insured.

### What 'Home' means

**Your 'home'** is the dwelling used entirely or primarily as a place of residence at the **property address** shown on **your policy schedule** including any offices in the home.

'Home' also includes the following:

- 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;
- fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings;
- 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;
- landscaping**, paved pathways and paved driveways, retaining walls, fences and gates entirely or partly on the **property address**;
- 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; and
- water in water tanks but only if there is no drinkable water supply available at the **property address**.

### What 'Home' does not mean

'Home' does not include:

- carpets (whether fixed or not), curtains or internal blinds unless **you** regularly lease out the home on an unfurnished basis;
- earth or gravel pathways or driveways or other unpaved surfaces;
- a hotel, motel, nursing home or boarding house;
- buildings of flats;
- a display home;
- a houseboat;
- a caravan, mobile home or portable home (whether fixed to the **property address** or not);
- a 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);
- any building used for any business or trade, except a dwelling used principally as a place of residence that also contains an office;
- a building, fixture or structural improvement still in the course of construction;
- a condemned building, or a building in the course of being demolished, or that is vacant pending demolition;
- a temporary building or structure;
- trees, shrubs and any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch; or
- water in tanks if there is a drinkable water supply available at the **property address** such as mains water.

## Contents

**Your policy schedule** indicates whether **your** contents are insured, and if so, the sum(s) insured.

### What 'Contents' means

'Contents' means, items (a) to (u) below, which belong to **you** or **your** family or for whose loss or **damage you** or **your** family are legally liable. They are covered anywhere in the world other than:

- where **we** say otherwise; and
- at a residence owned or rented by **you** that is not shown on **your policy schedule** (see Section 3: Additional Benefit 28. Unlisted residence cover).

Contents are:

- (a) all household goods (including carpets whether fixed or not, curtains and internal blinds), clothing and, personal effects, cash, coins and **negotiables**;
- (b) **additions and alterations**;
- (c) if **you** are a tenant, landlord's fixtures and fittings for which **you** are legally liable and fixtures and fittings installed by **you** for **your** own use;
- (d) any of the following equipment if it does not require registration:
  - › golf buggies;
  - › off-road motorcycles up to 250cc engine capacity or off-road battery-powered electronic bikes that are only used in areas that do not require vehicle registration;
  - › garden equipment;
  - › trailers;
  - › motorised wheelchairs and mobility scooters;
  - › remote controlled model or toy motor vehicles; and
  - › decommissioned vehicles with the motor removed that are in storage or on display at the **property address**;
- (e) **model aircraft** or drones, or toy kites;
- (f) canoes, kayaks, surfboards, surfskis or sailboards, and any other watercraft up to:
  - › five 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, surfski or sailboard and it is either longer than five 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 **property address**

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

- (g) bicycles and other sporting equipment;
- (h) 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;
- (i) swimming pools, saunas and spas that are not permanently installed;
- (j) accessories for any swimming pools, saunas and spas that are not permanently installed;

- (k) jewellery (including 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;
- (l) items thinly covered with gold or silver that are not jewellery or watches;
- (m) paintings and prints, tapestries, Persian or similar rugs, **antiques** and any other works of art;
- (n) projectors and screens;
- (o) equipment for developing and enlarging photographs;
- (p) processed film, slides and prints;
- (q) tapes, cassettes, cartridges and discs, including software;
- (r) data stored on any computer, computer disk or computer tape (including the cost of restoring the data);
- (s) plants or trees growing in pots or tubs;
- (t) furniture; and
- (u) **business equipment** (but only at a **property address** shown on **your policy schedule**).

### 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) caravans;
- (d) motorised vehicles or trailers other than those listed in point (d) under the heading 'What 'Contents' means';
- (e) watercraft other than those listed in point (f) 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 (e) 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 and musical instruments or musical 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's being used in a professional capacity;
- (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; or
- (m) **your** home or any part of **your** home.

### Contents with limits

The maximum we pay per claim for certain contents items is shown in the table below.

Contents where a maximum limit applies	Maximum limit
Money, banker's drafts, bank notes, postal orders, cheques, gold, silver or platinum bullion or ingot	\$2,500 in total
Guns	\$5,000 in total
Negotiables	\$5,000 in total
Stamps, coins and medals	\$20,000 in total
Trailers not requiring registration	\$5,000 in total
Watercraft, sailboards, surfboards, rowing boats and dinghies, including their accessories	\$10,000 in total
Silverware	\$100,000 in total
Jewellery	\$50,000 in total, \$25,000 per item
Business equipment	\$50,000 in total

## Section 2: Cover for your Home and Contents

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

Whether you have selected cover for your home or contents is shown on your policy schedule.

You are insured against:

- **accidental loss or damage** (including, but not limited to, the Specified Events below);
- theft; and
- malicious **damage**

to your home and/or contents during the **period of insurance**, unless we say otherwise in this policy wording (see Section 8: When you are not covered (General exclusions)).

#### Some examples of accidental loss or damage

If you have cover for your home	<ul style="list-style-type: none"> <li>• you <b>accidentally damage</b> the wall when moving furniture</li> <li>• you lose control of a loaded wheelbarrow and it crashes into your garage door</li> </ul>
If you have cover for your contents	<ul style="list-style-type: none"> <li>• you <b>accidentally drop</b> your laptop and it smashes</li> <li>• you trip and <b>accidentally spill</b> red wine on the carpet and it can only be cleaned professionally</li> </ul>

### Specified Events

In addition to the examples above, the following is a list of some of the most common events that may cause **accidental** loss or **damage** to your property, for which you are insured. This is not an exhaustive list:

- fire;
- lightning;
- thunderbolt;
- explosion;
- implosion;
- earthquake or tsunami ('tsunami' means a sea wave caused by a disturbance of the ocean floor or by seismic movement;
- subterranean fire;
- volcanic eruption;
- impact ('impact' means a collision of two or more objects);
- impact by an aircraft and/or other aerial devices and/or articles dropped from them;
- sonic boom;
- breakage of glass;
- the acts of persons taking part in riots or civil commotion or of strikes or of locked-out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising;
- falling objects;
- gas, water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes;
- storm, tempest, rainwater, **flood**, wind, hail, tornado, cyclone or hurricane, freeze or weight of snow;
- power surge**, confirmed by an appropriately qualified contractor;
- action of the sea**.



There are some limits and exclusions described under 'Contents with limits' in Section 1: What 'Home' and 'Contents' mean, Section 8: When **you** are not covered (General exclusions) and Section 10: Claims, which **you** must read.

There is some loss or **damage** we will only cover under specific conditions. This is **accidental** loss or **accidental damage** shown in the table below:

You are insured against	But not
<p>(a) Fusion of an electric motor:</p> <p>Fusion is the process of fusing or melting together of the windings of an electric motor following <b>damage</b> 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>Transformers.</p>
<p>(b) Spoilage of frozen or refrigerated food, wine or medicine</p> <p>If <b>your</b> freezer or refrigerator breaks down, we will pay for the loss of any frozen or refrigerated food or medicine. We also pay for loss of any frozen or refrigerated food or medicine caused by <b>accidental damage</b> to the freezer or refrigerator or by the failure of the electricity supply, or by contamination of any refrigerant, lubricant or oil used in the refrigerator or freezer.</p> <p>We will also pay up to \$10,000 for wine contained in a:</p> <ul style="list-style-type: none"> <li>› refrigerator; or</li> <li>› wine cellar where the climate is controlled by a specialised wine cellar cooling system</li> </ul> <p>which spoils due to changes or extremes of temperature caused by:</p> <ul style="list-style-type: none"> <li>› failure of the electricity supply; or</li> <li>› mechanical breakdown of refrigeration equipment.</li> </ul>	
<p>(c) Erosion, subsidence, landslide or <b>earth movement</b> but only if it is directly as a result of one of the following Specified Events:</p> <p>(d) explosion;</p> <p>(e) implosion;</p> <p>(f) earthquake or tsunami;</p> <p>(o) gas, water and/or other liquid leaking from any apparatus and/or appliance and/or pipes;</p> <p>(p) storm, tempest, rainwater, flood, wind, hail, tornado, cyclone or hurricane</p> <p>and it occurs no more than 72 hours after the insured event.</p>	<p>Any other <b>earth movement</b>.</p>

## Section 3: 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**. There is no excess payable for these Additional Benefits unless **we** say otherwise.

The Additional Benefits will be paid in addition to the sum insured as listed on **your policy schedule**, where relevant.

### 1. Additions and alterations

We cover any alterations, additions, improvements, fixtures, installations or other items of property that pertain to **your unit** which are not required by law to be insured by the body corporate, strata or other similar association policy. Unless there is a higher amount shown on **your policy schedule** for **additions and alterations**, we will only pay up to a maximum of 25% of **your contents** sum insured at that **property address**.

### 2. Automatic reinstatement of sum insured

This benefit applies to the home and contents sums insured and the unspecified items category sum insured under **Private Collections**, as shown on **your policy schedule**.

Following payment of a claim, other than for a **total loss** claim or a claim for a specified item under **Private Collections**, **your** sum(s) insured will remain unchanged unless **you** request otherwise.

### 3. Building materials

If this **policy** insures **your** home, we will pay up to the lesser of \$200,000 or 10% of **your** home sum insured in any one **period of insurance** if unfixed building materials owned by **you** are lost or **damaged** at the **property address** due to an event covered by this **policy**.

If this **policy** insures **your** contents at a **property address** shown on **your policy schedule**, but it does not insure **your** home at that **property address**, we will pay up to the lesser of \$200,000 or 25% of **your** contents sum insured in any one **period of insurance** if unfixed building materials owned by **you** are lost or **damaged** at the **property address** due to an 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 **property address**. (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.

An excess is payable for this Additional Benefit.

### 4. Compensation for death, quadriplegia or paraplegia

If **you** or a member of **your** family normally living with **you**:

- dies; or
- suffers paraplegia, quadriplegia or permanent total disablement

as a direct result of loss or **damage** at the **property address** for which a claim is accepted, we will pay \$15,000 to either:

- the Estate of the deceased person; or
- the person who suffered paraplegia, quadriplegia or permanent total disablement.

The most we will pay for all claims in any one **period of insurance** is \$15,000 in total.

## 5. Contracting purchaser

If this **policy** insures **your** home, and **you** have entered a contract to sell the home, this **policy** insures the purchaser from when they become liable for covered **damage** to the home until:

- the contract is settled or terminated; or
- the purchaser insures the home

whichever happens first.

When this cover is provided, **we** will also provide cover for the carpets, curtains and internal blinds and other contents items included in the sale contract.

This cover will stop immediately if:

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

An excess is payable for this Additional Benefit.

## 6. Counselling

If **you** or a member of **your** family requires counselling as a direct result of fire or theft which causes loss or **damage** at the **property address** for which a claim is accepted, **we** will pay **you** up to \$1,000 for each claim for counselling. The most **we** will pay is \$1,000 in any one **period of insurance**.

**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)*.

## 7. Damage to common property causing extraordinary payments or special levy

This Additional Benefit applies to **unit** owners only (excluding company title).

**We** will pay up to \$50,000, for **your** share of any extraordinary payments or special levies payable:

- directly because of unforeseen and unexpected capital works to carry out repairs to common property;
- that is caused by **damage** occurring during the **period of insurance**;
- which is in excess of the **strata body corporate's** strata insurance; and
- charged against all **unit** owners.

This cover only applies if:

- the **damage** to the common property is caused by an event covered under this **policy**; and
- if **your** contents had been **damaged** by the event, **you** would have cover for the **damage** under this **policy**.

**We** will not pay:

- for any excess that is payable by **your strata body corporate** or in relation to its insurance;
- for any other payments, contributions, fees or levies payable including for capital works, or administration; or
- for any **damage** if **you** were aware that the **strata body corporate**, owners corporation or an office holder of the strata building or any other person:
  - failed to take out insurance; or
  - took out insurance that was not compliant with state or territory legislation.

## 8. Emergency access to the residence

**We** will pay up to \$2,500 in total for loss or **damage** to **your** home or contents as a direct result of forcible entry to the home or **unit** to attend a medical emergency.

## 9. Emergency services attendance

**We** will pay up to \$5,000 for any charges imposed on **you** by law for any expenses if the fire department or emergency services are called to protect **your** property.

## 10. 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 \$10,000 of the cost, after the deduction of any rebate to which **you** are entitled under any government or council scheme to install any of the following:

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

A rainwater 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 (including the solar battery system) 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; or
- 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.

## 11. Extra costs of reinstatement

If this **policy** insures **your** home, and it is **damaged** as a result of an event insured under this **policy**, 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 **property address**.

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

**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 \$50,000. In addition, if **you** have not exhausted the home sum insured, **we** will pay up to the remaining balance of the home sum insured for that **property address**.

## 12. 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, mobile SIM card, or financial transaction card is lost or stolen, or used fraudulently on the internet then **we** pay up to \$30,000 towards any legal liability **you** incur from its unauthorised use.

**We** do not pay if:

- the account or 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 **property address**; or
  - an immediate family member that does not live at the **property address**.

## 13. Legal costs of discharging a mortgage

If this **policy** insures **your** home, **we** pay up to \$5,000 for the reasonable legal and administrative costs incurred in discharging **your** mortgage following settlement of a claim for **total loss**.

## 14. Location costs due to Specified Event (o) gas, water and/or other liquid discharged

If this **policy** insures **your** home and **we** pay for **damage** caused by liquid escaping from any fixed basin, or other fixed apparatus, fixed tanks, or fixed pipes used to hold or carry liquid, **we** will also pay the **reasonable costs** of locating the cause of the **damage**, and of reinstating the property **damaged** or disturbed in the course of work.

**We** do not pay for repair or replacement of the apparatus, tank or pipe itself unless the apparatus, tank or pipe leaked for the first time during the current **period of insurance** when the claim was notified to **us**, and **we** will not pay more than \$1,500 for the repair or replacement of the apparatus, tank or pipe. **We** won't pay to replace a hot water system, solar heater or water tank that leaked due to wear and tear or incorrect installation.

## 15. Loss of rent

If **damage** caused by an event:

- for which a claim is accepted; or
- for which a claim would have been accepted, had it **damaged** **your** contents

renders **your** home or **unit** **unliveable**, **we** pay up to:

- \$25,000;
- 25% of the home sum insured; or
- 25% of the contents sum insured at that **property address**

whichever is the highest, for loss of **rent** or rentable value if the home is tenanted or is between tenants at the time the loss or **damage** occurred.

If the home is a **unit**, **we** will also pay up to \$5,000 towards regular contributions levied by the **strata body corporate** to cover the cost and expenses of administering the building while the **unit** is **unliveable**.

## Forced evacuation by government authority

If this **policy** insures a home or **unit** that **you** let to **tenants**, and it cannot be lived in because of one of the following incidents:

- a lift malfunction at the insured address (and **your tenant** has a medical certificate stating that they must use a lift); or
- emergency services refuse access to **your** home or **unit** or evacuate **your tenant** for safety reasons due to the immediate threat of physical **damage** to **your** insured property caused by:

- an event covered by this **policy**;
- **damage** to a home, strata title property, road or street caused by an event that is covered by this **policy**;
- a burst water main;
- a bomb threat or bomb **damage**;
- a street riot;

**we** pay any resultant **rent** lost. **We** pay up to a maximum of 25% of the home or contents sum insured, whichever is higher, for loss of **rent** or rentable value if the home is tenanted or is between tenants at the time the loss or **damage** occurred.

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

Under this Additional Benefit 15. **we** do not pay for:

- loss of **rent** if the home has been untenanted for 100 consecutive days immediately before the loss occurred;
- any **rent** lost outside the period of untenantability, except for up to an additional two weeks to re-let the home from the time the home is able to be lived in again;
- any **rent** lost later than 24 months after the **damage** occurs; or
- any **rent** lost if there is no **lease agreement** in place at the time of any loss or **damage**.

There is no cover for loss of **rent** if **you** use the home or **unit** as a **casually let holiday home**.

## 16. Mitigation

**We** will pay the **reasonable costs** **you** incur to protect **your** home and/or contents:

- from further **damage**, following **damage** covered by this **policy**; and/or
- against imminent threat of insured **damage**, such as in an emergency situation that is arising from a storm, **flood** or bushfire

where the cost of mitigating the loss is likely to be less than the cost of repairing the potential **damage**.

## 17. 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:

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

permanently become a paraplegic or quadriplegic, or suffer any disability listed in the Table of Disabilities below, **we** pay up to \$50,000 for the cost incurred by **you** in modifying **your** home or in relocating **you** to a suitable home, except stamp duty or any other applicable taxes.

### Table of Disabilities

Permanent physical severance at or above both ankles or permanent **total loss** of use of both legs or feet

Permanent physical severance at or above both wrists or permanent **total loss** of use of both arms or hands

Total and irrevocable loss of sight in both eyes

**We** will only modify a **unit** if permission is granted by the **strata body corporate**.

### 18. Monitored alarm attendance after burglary

If this **policy** insures **your** contents, **we** will pay up to \$2,500 for the **reasonable costs** actually incurred by **you** for the security firm that monitors **your** burglar alarm to attend **your** home in response to **your** monitored burglar alarm system. **We** will only pay these costs when there is:

- a burglary;
- an attempted burglary; or
- malicious **damage** or acts of vandalism at the **property address**.

**We** do not pay:

- for any false alarms; or
- where there is no evidence of a burglary or an attempted burglary; or
- more than \$2,500 in any **period of insurance**.

### 19. Parents in care

If this **policy** insures **your** contents, **we** will pay up to \$20,000 for loss of or **damage** to items owned by **your** parents and located at an aged care facility where they permanently reside in Australia.

An excess applies to this Additional Benefit.

### 20. Removal of debris

If this **policy** insures **your** home, and it is **damaged** as a result of an event insured under this **policy** and **your** claim is accepted, **we** pay the **reasonable costs** of demolition and removal of debris from the **property address** to the nearest authorised facility.

If the **damage** for which a claim is accepted is caused by a falling tree or branch, which as a result becomes debris, **we** will remove the fallen tree or branch from the **property address**.

**We** will also remove a standing tree or branch that formed part of the tree that caused the insured **damage** if:

- the remaining tree or branch is unsafe or, **you** are unable to access **your** residence, for example, because **your** driveway is blocked;
- the remaining tree or branch only became unsafe as a direct result of the event covered under this **policy** causing **damage** to the tree; and
- 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.

By 'unsafe' **we** mean the tree or branch threatens to fall and cause **damage** to **your** home or to **your** neighbours' property or to injure someone or their property.

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

- 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
- not removing the stump would interfere with repairing or replacing the **damaged** part of the home required to settle **your** claim.

See also Additional Benefit 26. Tree removal.

If this **policy** insures **your** contents, and they are **damaged** as a result of an event insured under this **policy** and **your** claim is accepted, **we** pay the **reasonable costs** of removal of contents and/or **Private Collections** debris from the **property address** to the nearest authorised facility.

### 21. Replacement of locks and keys

**We** will pay the reasonable and necessary costs to replace or alter locks and/or keys, if:

- locks to **your** home are **damaged**. However, **we** will not pay a claim under this Additional Benefit if the **damage** is caused by a **paying guest** or **tenant** or their visitor or family, if there is no **lease agreement** in force with them for the property; or
- keys to **your** home are lost, **damaged** or stolen from anywhere in Australia or **you** have reason to believe they have been duplicated. **We** will also pay up to \$5,000 for the cost of replacing the electronic unlocking devices for **your** car if they were on the same keyring as the keys to **your** home when they were lost or stolen.

### 22. Stabilisation of land

If this **policy** insures **your** home, and it is **damaged** as a result of an event insured under this **policy** and **your** claim is accepted, **we** pay up to 10% of the amount **we** agree to pay to repair or rebuild the home excluding stabilisation of land for required stabilisation, excavation or replacement of land under or around **your** home if it is necessary to repair the **damage** caused by the claim.

The most **we** will pay is \$50,000. In addition, if **you** have not exhausted the sum insured, **we** will pay up to the remaining balance of the sum insured.

### 23. Taxation audit

**We** will pay or reimburse **you** for accountant's 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 \$10,000 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 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%; or
- any fees in relation to any Self Managed Superannuation Fund (SMSF) audits.

An excess is payable for this Additional Benefit.

### 24. Temporary accommodation

If this **policy** insures **your** home and the home is **your** primary residence

If **your** primary residence is so **damaged** by an event for which a claim is accepted, that it is **unliveable**, **we** pay up to:

- 25% of the home sum insured; or
- 25% of the contents sum insured at that **property address**

whichever is the highest, for the cost of:

- reasonable temporary accommodation, having regard to **your** circumstances and the availability of accommodation in the vicinity;
- emergency removal and storage of **your** contents; and



- emergency accommodation of **your pets**

until **you** can move back into the home, for a maximum of 24 months.

If **you** do not rebuild at the **property address**, we will only pay the costs that would have been incurred for the time it would have taken to complete the repair or replacement.

If this policy insures your contents in a unit which is your primary residence

If **damage** caused by an event:

- for which a claim is accepted; or
- for which a claim would have been accepted, had it **damaged your contents**

renders **your primary residence unliveable**, we pay up to 25% of the contents sum insured at that **property address** for the cost of:

- reasonable temporary accommodation having regard to **your** circumstances and the availability of accommodation in the vicinity;
- emergency removal and storage of **your** contents; and
- emergency accommodation of **your pets**

until **you** can move back into the home, for a maximum of 24 months.

We will also pay up to \$5,000 towards regular contributions levied by the **strata body corporate** to cover the cost and expenses of administering the building while **your primary residence is unliveable**.

If this policy insures your contents in your primary residence in which you are a tenant

If **damage** caused by an event:

- for which a claim is accepted; or
- for which a claim would have been accepted, had it **damaged your contents**

renders **your primary residence unliveable**, we pay up to 25% of the contents sum insured at that **property address** for the additional cost of:

- reasonable temporary accommodation having regard to **your** circumstances and the availability of accommodation in the vicinity;
- emergency removal and storage of **your** contents; and
- emergency accommodation of **your pets**.

To calculate the amount we pay **you**, we will deduct any **rent** that's not payable under **your lease agreement** because **your** home is **unliveable**.

We will pay these additional costs until:

- **you** find a new **rental property**;
- **you** can move back into **your current rental property**;
- **your current lease agreement** ends; or
- 12 weeks pass from the date the **rental property** becomes **unliveable**

whichever happens first.

## Alternative accommodation for your pets

If **you** are entitled to cover under this Additional Benefit and **your pets** are not permitted to stay with **you** due to the terms and conditions of the tenancy agreement at the place where **you** will temporarily reside, we will pay up to a maximum of \$30,000 to board **your pets**, including horses.

## Forced evacuation by Government Authority

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** is **your primary residence** and it 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 **property address** (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 temporary accommodation costs for **you** and **your pets** that **you** normally keep at **your property address**; or
- (b) if **you** are a tenant: any reasonable extra **rent** costs, over and above the amount for which **you** were renting the home for temporary accommodation for **you** and **your pets** that **you** normally keep at **your property address**

for up to 90 days from when the incident occurred.

We will also pay up to a maximum of \$5,000 in total for essential replacement clothing and toiletry items **you** or **your family** member needs to purchase because **you're** unable to access **your primary residence** due to the forced evacuation.

This Additional Benefit attaching to the home cannot be aggregated with the Additional Benefit attached to the contents.

## 25. Temporary cover for contents - buying or selling a home

If this **policy** insures a newly purchased home and it is shown on **your policy schedule**, we will provide cover for the carpets, curtains and internal blinds and other contents items included in the contract of purchase, for a maximum of 42 days from the date **you** sign the contract. The amount of cover provided is limited to the home sum insured for **your primary residence** shown on **your policy schedule**.

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

An excess is payable for this Additional Benefit.

## 26. Tree removal

We will pay the **reasonable costs** up to a maximum of \$5,000 in any one **period of insurance** to remove trees:

- located at **your property address** that are threatening to fall and cause **damage** to **your** home or **your** neighbours' property, or injure someone or their property; or
- located on **your** neighbour's property that are threatening to fall and cause **damage** to **your** home

provided that the threat of the tree falling is caused by a malicious act or one of the following Specified Events:

- (a) fire;
- (b) lightning;
- (d) explosion;
- (f) earthquake;
- (m) riot or civil commotion; or
- (p) storm, tempest, rainwater, flood, wind, hail, tornado, cyclone or hurricane, freeze or weight of snow.

We will only remove a tree from **your** neighbour's property with their prior written consent.

There is no excess payable for this Additional Benefit.

## 27. Trees, shrubs and plants

If any trees, plants, shrubs or lawns are **damaged** by an event that is covered by this **policy**, other than Specified Event (p) storm, tempest, rainwater, flood, wind, hail, tornado, cyclone or hurricane, freeze or weight of snow, **we** will pay to replace the trees, plants, shrubs or lawns. **We** will not pay for **damage** caused by a weather-related event.

**We** will pay up to \$10,000 for any one tree, shrub or plant, up to a maximum of 5% of the home sum insured in total.

An excess is payable for this Additional Benefit if this is the only covered **damage** that arises out of the event.

## 28. Unlisted residence cover

If this **policy** insures **your** contents and **your** contents are **damaged** at a residence owned or rented by **you** which is not shown on **your policy schedule**, **we** will pay up to 10% of the contents sum insured at one of the locations listed in **your policy schedule**, most favourable to **you**.

Where **your** contents are located at a newly acquired property, this cover will apply after 90 days from the property settlement date. During the 90 day period following the property settlement date, **we** will pay for a covered loss in respect of contents which are located at a newly acquired property up to the contents sum insured at one of the locations listed in **your policy schedule**, most favourable to **you**.

An excess is payable for this Additional Benefit.

## 29. Visitors' contents

If this **policy** insures **your** contents in **your primary residence** **we** also insure contents up to \$50,000 in total belonging to any non-paying visitors, guests, employees or exchange students temporarily living with **you** at the **property address**.

If money or **negotiables** belonging to visitors, guests, employees or exchange students are lost or **damaged**, the most **we** will pay is \$1,500.

**We** do not pay for visitors', guests', employees' or exchange students' contents or money or **negotiables** that are insured under another **policy** taken out by someone other than **you** or **your family**.

The maximum amount **we** pay for visitors', guests', employees' or exchange students' items while they are temporarily living with **you** is subject to the limits described under 'Contents with limits' in Section 1: What 'Home' and 'Contents' mean.

An excess is payable for this Additional Benefit.

## 30. 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**.

## Section 4: Cover for your Legal Liability

### What you are covered against

#### If this policy covers your home, or your contents in a unit

If this **policy** covers **your** home or, if the home is a **unit** 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.

In this section **we** include land, trees, shrubs and other plant life at the **property address** 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 'Community group committee member or voluntary worker' 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**.

### 1. 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 **property address** during the **period of insurance**.

#### 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)*).

### 2. Community group committee member or voluntary worker

#### 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, or voluntary worker for an organised and registered charitable, religious or community group. **We** will not cover **you** if **you** receive more than \$1,000 per year for holding this position.

#### 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 charity, religious or community group; 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.

### 3. Liability cover for the property address 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 **property address**;
- the sale of the site or any part of it;
- another policy that includes liability cover being taken out in relation to the **property address**;
- 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.

### 4. Expenses incurred in attending court

In addition to the limit of **your** liability cover, **we** will reimburse **you** for reasonable expenses incurred in attending court in relation to a liability claim covered by this **policy** at **our** request up to \$1,000 per day, and up to a total of \$20,000 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 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 twelve 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.

### What you are not covered against

(Applies to 'Section 4: 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:
    - (i) lift (other than a lift that exclusively services **your** home, provided that **your** home is freestanding and solely occupied by **you** and **your family**);
    - (ii) aerial device or aircraft (except **model aircraft** or drones, or toy kites);
    - (iii) aircraft landing area;
    - (iv) wind powered land vehicles;
    - (v) boat exceeding five metres in length (except canoes, kayaks, surfboards, surf skis or sailboards not longer than eight metres in length);
    - (vi) motorised watercraft:
      - › of 40 or more horsepower;
      - › used for waterskiing or aquaplaning; or
      - › that require registration in **your** state or territory; or
    - (vii) personal watercraft (for example, jet skis);
  - (g) the conduct of any activity carried on by **you** or **your family** for reward except for:
    - (i) letting the home for domestic purposes;
    - (ii) voluntary work for an organised and registered charitable, religious or community group;
    - (iii) 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; or
    - › there is a registered business associated with the babysitting.

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

- (i) the garage sale is held at the **property address**;
- (ii) the goods sold belong to **you** or **your family** or immediate family members that do not live with **you**;
- (iii) the goods sold are second hand domestic goods sold in domestic quantities;



- (iv) the sale does not form part of any business, trade or profession;
- (v) the goods sold at the garage sale by **you** or **your family** have not been purchased for the sole purpose of re-sale; and
- (vi) **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) vibration or the weakening of, removal of or interference with support to land, buildings or other property;
- (i) building work, construction or demolition of a building, including the home if the commercial value of the work exceeds \$200,000;
- (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(s) insured by this **policy**. 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) destruction of or **damage** to property by any government or public or local authority;
- (n) the ownership or use of any motor vehicle other than under the cover given by the 'Additional Benefit 1. Motor vehicle liability';
- (o) 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**;
- (p) gaining a personal profit or advantage that is illegal; or
- (q) 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.

No excess applies for legal liability claims.

## Section 5: Private Collections option

The Private Collections option may be obtained on application, and for an additional premium. If **you** have selected and paid for the option, it will be shown on **your policy schedule**.

### What you are covered against

This option covers **you** against loss, theft or **accidental damage** to **Private Collections** anywhere in the world unless stated otherwise in the **policy** or any exclusion applies.

Under this option, **you** can choose to cover unspecified items, specified items or both.

If **you** choose to cover unspecified items, the sum(s) insured for each category of unspecified items and the single item limit will be shown on **your policy schedule**.

If **you** choose to cover specified items, the total sum(s) insured for each category of specified items and the sum insured for each specified item are shown on **your policy schedule**.

An excess may apply under **Private Collections** subject to **your** claims history and the nature and value of the **Private Collections** items. Where applicable, the excess will be shown on **your policy schedule**.

### Additional Benefits – Private Collections

These covers are provided in addition to the sum insured shown on **your policy schedule** unless stated otherwise.

#### 1. Defective title

We will only provide this cover where **your policy schedule** already shows **you** have cover for **fine arts**.

If **you** have purchased in good faith a **fine arts** item from an auctioneer or dealer who is a member of at least one of the following:

- Australian Antique & Art Dealer Association;
- Auctioneers and Valuers Association of Australia

or an equivalent accredited vendor in another country, and **you** are subsequently required by law to relinquish possession of the item due to:

- (a) unforeseen discovery of the vendor's defective title or lack of title to the item purchased by **you**; or
- (b) any charge or encumbrance placed on the item, prior to the purchase by **you**, of which **you** were unaware

we will pay **you** for the loss of that item. The most we will pay under this Additional Benefit in any one **period of insurance** is the lesser of \$100,000 or 50% of the sum insured for the **fine arts** category shown on **your policy schedule**. We do not pay more than the cost to purchase the item after taking into account any compensation **you** receive.

We will also pay legal costs incurred by **you**, with our prior written consent, in defending an action brought against **you** in respect of any defective title or lack of title claim.

We will only cover a loss if both the purchase and any respective claim under this section of **your policy** are made during a period in which we have continuously insured **your fine arts**.

## 2. Incomplete fine arts

**We** will only provide this cover where **your policy schedule** already shows **you** have cover for **fine arts**.

If **you** have commissioned an artist to create a **fine arts** item for **you** and that artist is unable to complete the item as a result of:

- (a) physical loss or **damage** to the commissioned fine art, following a loss that would be covered under this **policy** if that item were specified; or
- (b) death of the artist

**we** will cover the costs that **you** incur for supplies, materials and labour that **you** are contractually obligated to pay. The most **we** will pay is the lesser of \$200,000 or the total of **your fine arts** sum(s) insured. However, **we** will not pay more than any non-recoverable deposits or pre-payments.

## 3. Newly acquired Private Collections items

If **you** have newly acquired **fine arts**, jewellery, furs and/or musical instruments and have not yet requested **us** to cover them, **we** will cover them for a maximum of 90 days from the date **you** acquire them, provided **you** already have a specified items sum insured shown on **your policy schedule** in the relevant category.

The most **we** will pay in total for all newly acquired items is 25% of the total specified items sum insured for the relevant category, as shown on **your policy schedule**, up to a maximum of \$100,000 for jewellery, furs and musical instruments.

If, after 90 days from the date of acquisition, the items haven't been specified on **your policy**, there is no cover for these items under this Additional Benefit.

In order to cover new items under the **Private Collections** option for their full replacement value, **you** should request cover as soon as possible after acquiring them and, if **we** agree to provide cover, pay **us** any additional premium required.

## What you are not covered against

### 1. Jewellery in a bank vault

**We** do not cover any loss to jewellery described on **your policy schedule** as "Jewellery in Bank Vault" while these items are out of a bank vault, unless **we** agree in writing in advance that **we** will cover them. In the event that **we** do agree to cover them, **we** reserve the right to amend the premium and **you** agree to pay the amended premium accordingly.

### 2. Jewellery in a safe

**We** do not cover any loss to jewellery described on **your policy schedule** as "Jewellery in Safe" while these items are out of a safe located within the residence, unless **we** agree in writing in advance that **we** will cover them. If **we** do agree to cover them, **we** reserve the right to amend the premium and **you** agree to pay the amended premium accordingly.

### 3. Stamps and coins

**We** do not cover any loss or **damage** to stamps or coins caused by:

- fading, creasing, handling, denting, scratching, tearing, thinning, colour transfer, aridity, dampness or extreme temperature; or
- handling or being worked on.

## 4. Wine

**We** do not cover any loss to wine caused by changes or extremes of temperature, gradual deterioration or spoilage. This exclusion applies to both Specified and Unspecified Wine cover.

However, **we** will pay up to \$10,000 for wine contained in a:

- refrigerator; or
- wine cellar where the climate is controlled by a specialised wine cellar cooling system

which spoils due to changes or extremes of temperature caused by:

- failure of the electricity supply; or
- mechanical breakdown of refrigeration equipment.

## Section 6: Excesses applicable to Home, Contents and Private Collections

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. If **you** have home and contents covers and **your** claim is accepted for **damage** to both **your** home and contents caused by the same event, **you'll** only have to pay the higher of **your** home or contents excess.

We deduct the excess shown in this policy wording or on **your** current **policy schedule** from the amount of **your** claim.

Where a limit is applicable under 'Contents with limits' in Section 1: What 'Home' and 'Contents' mean, the excess will be applied to the claim prior to applying the limit. For example, if a ring worth \$30,000 was stolen from the home and there was no cover for jewellery under **Private Collections**, the \$25,000 per item jewellery limit would apply. If a \$1,000 excess was applicable, this would be applied to the \$30,000 claim, rather than the \$25,000 limit. Therefore, \$25,000 would be payable.

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.

## Section 7: Family CyberSecure

In this section, when the following words or terms appear in bold they have these special meanings:

Word or expression	Meaning
Computer System	<ul style="list-style-type: none"> <li>(a) any computer hardware, software or any of their components that are:               <ul style="list-style-type: none"> <li>(i) linked together through a network of two or more devices accessible through the Internet or internal network; or</li> <li>(ii) connected through data storage or other peripheral devices and which are owned, operated, controlled or leased by <b>you</b>; or</li> </ul> </li> <li>(b) any cloud service, or other hosted computer resources, used by <b>you</b>.</li> </ul>
Cyber Attack	<ul style="list-style-type: none"> <li>(a) the release, divulgence, dissemination, destruction or use of <b>data</b> acquired through the unauthorised access to, or use of, a <b>computer system</b>;</li> <li>(b) the introduction of a malicious code into a <b>computer system</b> or use of a <b>computer system</b> as a vehicle to transmit malicious code;</li> <li>(c) the deliberate corruption, <b>damage</b> or destruction of a <b>computer system</b>;</li> <li>(d) a denial of service attack on a <b>computer system</b>;</li> <li>(e) the use of disruptive activities against a <b>computer system</b>; and/or</li> <li>(f) any unauthorised access to a <b>computer system</b>.</li> </ul>
Cyberbullying	<p>two or more similar or related acts of harassment or intimidation, including defamation of character, invasion of privacy, or threats of violence that are:</p> <ul style="list-style-type: none"> <li>(a) committed against <b>you</b>; and</li> <li>(b) received by <b>your personal device</b>; and               <ul style="list-style-type: none"> <li>(i) result in <b>your</b> wrongful termination, false arrest, or wrongful discipline by a governing official or body of a primary or secondary school or tertiary institution; or</li> <li>(ii) cause debilitating shock, mental anguish, or mental injury that has been diagnosed by a <b>qualified medical practitioner</b> leading to <b>your</b> inability to attend <b>your</b> educational institution or work for at least seven consecutive days.</li> </ul> </li> </ul> <p>Cyberbullying does not mean an act against <b>you</b> arising out of income earning activities or the pursuit, or holding, of a public office by <b>you</b>.</p>
Cyber event	<p>any claim for indemnity under the following Family Cybersecure insured sections:</p> <ul style="list-style-type: none"> <li>(a) Family Cybersecure Coverage</li> <li>(b) Family Cybersecure Extensions</li> </ul>

Word or expression	Meaning
Cyber extortion	a demand for <b>money</b> , securities or other property: (a) in connection with a threat to commit a <b>cyber attack</b> ; or (b) to end an ongoing <b>cyber attack</b> following a third party gaining unauthorised external electronic access to a <b>computer system</b> owned by <b>you</b> .
Cyber service provider	any third party professional retained by Cyberscout to investigate, address or resolve a <b>cyber attack</b> or <b>cyber extortion</b> threat.
Data	a representation of information, knowledge, facts, concepts, or instructions which are being processed or have been processed in a <b>computer system</b> owned by <b>you</b> .
Discover, discovery, discovered	the time when <b>you</b> first become aware of facts which would cause a reasonable person to assume that a <b>cyber event</b> has occurred, regardless of when the act or acts causing or contributing to the <b>cyber event</b> occurred.
Identity fraud	the act of knowingly transferring or using, without lawful authority, a means of identification of <b>you</b> , with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of law.
Money	officially issued legal currency, monetary amounts held in bank accounts, Bitcoin or other cryptocurrency.
Personal device	a computer or portable smart device or appliance capable of receiving, interpreting or acting on information from other such devices and appliances through a connection to the internet or other form of communication, which <b>you</b> own or operate for personal use.
Qualified medical practitioner	licensed physician, psychologist, or other authorised mental health professional (other than <b>you</b> ).
Reputation management costs	fees, costs and expenses incurred to retain the services of a public relations consultant for the sole purpose of protecting <b>your</b> reputation that has been brought to question as a direct result of <b>cyber extortion</b> or a <b>cyber attack</b> first <b>discovered</b> during the <b>period of insurance</b> .

## What you are covered against

We cover expenses and costs incurred by **you**, arising out of or in connection with each of the **cyber events** as described below, provided the **cyber event** is first **discovered** and notified to **us** during the **period of insurance**.

### Family CyberSecure Coverage

#### 1. Cyberbullying

We will cover the following reasonable and necessary expenses incurred by **you**, arising out of or in connection with **cyberbullying** first **discovered** and notified to **us** during the **period of insurance**:

- (a) expenses incurred with **our** prior written consent (which consent will not be unreasonably withheld) for rest, counselling and rehabilitation for **you**, as prescribed by a **qualified medical practitioner**, when incurred within 12 months of the **cyberbullying**. This includes any related travel or accommodation.

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

- (b) expenses incurred with **our** prior written consent (which consent will not be unreasonably withheld) from a **cyber service provider** for:
  - (i) professional digital forensic analysis to aid in prosecution; or
  - (ii) professional cyber security consultant services;
- (c) lost wages during the first 60 days after **your** wrongful termination arising directly out of **cyberbullying**. The lost wages will be calculated based on **your** average earnings in that employment, in the 3 months prior to the termination. However, **we** will not pay if **you** are entitled to benefits including disability insurance, workers' compensation insurance, unemployment compensation, salary and wage continuation, or other similar salary related plans;
- (d) expenses incurred with **our** prior written consent (which consent will not be unreasonably withheld) during the first 60 days after **discovery** of and as a direct result of a **cyberbullying** event for:
  - (i) **your** temporary relocation from **your** primary residence; or
  - (ii) temporary private tutoring, or school enrolment if **you** relocate to an alternative but similar school.

#### 2. Cyber extortion expenses

We will cover the following reasonable and necessary expenses incurred by **you**, arising out of or in connection with **cyber extortion** first **discovered** and notified to **us** during the **period of insurance**:

- (a) ransom monies paid by **you** to terminate a **cyber extortion** threat to **you**, provided that:
  - (i) as soon as reasonably possible after **discovery** of the threat, **you** consulted Cyberscout to investigate the **cyber extortion**;
  - (ii) Cyberscout determined that the threat was genuine;
  - (iii) **you** reported the threat to the police if Cyberscout instructed **you** to do so; and
  - (iv) **you** obtained **our** prior written consent before any ransom monies were paid (which consent will not be unreasonably withheld).
- (b) costs payable to Cyberscout to conduct an investigation to determine the cause of a **cyber extortion** threat.

#### 3. Identity fraud expenses

We will cover the following reasonable and necessary expenses and costs incurred by **you**, arising out of or in connection with **identity fraud** first **discovered** and notified to **us** during the **period of insurance**:

- (a) costs for notarising fraud affidavits or similar documents for financial institutions or similar credit grantors or credit agencies that require such affidavits or documents to be notarised;
- (b) costs for registered mail to police, credit agencies, financial institutions or similar credit grantors;
- (c) lost wages as a result of time taken off work to meet with, or talk to, police, credit agencies and/or legal counsel or to complete fraud affidavits, up to a maximum payment of \$1,750 per week for a maximum period of six weeks;
- (d) loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information; and/or



- (e) reasonable legal fees incurred, with **our** prior written consent (which consent will not be unreasonably withheld), for:
  - (i) defence of lawsuits brought against **you** by merchants or their collection agencies;
  - (ii) the removal of any criminal or civil judgments wrongly entered against **you**;
  - (iii) challenging the accuracy or completeness of any information in a consumer credit report; and/or
  - (iv) charges incurred for telephone calls to merchants, police, financial institutions or similar credit grantors or credit agencies to report or discuss an actual **identity fraud**.

### Family CyberSecure extensions

**We** also cover **you** for expenses incurred for the Family Cybersecure extensions listed below, in response to, and arising out of, **cyber extortion** or a **cyber attack** first **discovered** and notified to **us** during the **period of insurance**.

#### 1. Data restoration expenses

**We** will cover the following reasonable and necessary expenses and costs incurred by **you** for **data** restoration services performed by a **cyber service provider** in response to, and arising out of, **cyber extortion** or a **cyber attack**:

- (a) reasonable expenses to attempt to restore or replace **data** programs that have been lost, **damaged**, destroyed, altered, corrupted, copied, stolen or misused in a **cyber extortion** or **cyber attack** to the same standard and with the same contents as immediately prior to the **cyber extortion** or **cyber attack**;
- (b) reasonable expenses to prevent, minimise, or mitigate any further loss of or **damage** to **data** and preserve material evidence of criminal or malicious wrongdoings; and
- (c) reasonable expenses to purchase replacement licences for programs where necessary.

In the event that attempted **data** restoration performed by the **cyber service provider** causes irreparable **damage** to **your** Computer System, **we** will replace the item with a new one with at least the equivalent specifications.

Data restoration expenses do not include the value of the **data** at the time of its loss or destruction.

#### 2. Reputation management expenses

**We** will cover the reasonable and necessary expenses **you** incur for **reputation management costs** incurred by a **cyber service provider** on **your** behalf.

**We** will not cover any **reputation management costs** **you** incur for making use of a reputation management provider that is not retained and recommended to **you** by Cyberscout unless **you** have obtained **our** prior written consent before such use (with such consent not being unreasonably withheld).

### Additional Benefits – Family CyberSecure

The following proactive tools, provided by Cyberscout, are offered in addition to the coverage for Family CyberSecure Coverage and Family CyberSecure Extensions. Cyberscout will provide **you** with URL access to these Additional Benefits. **You** will need to activate the tools should **you** wish to use them.

#### 1. Identity theft and cyber resolution services

The following identity theft and cyber resolution services will be provided to **you** by Cyberscout:

- (a) access to a 24/7 toll-free help-line telephone number for **you** to ask questions and address issues or concerns regarding an identity theft or cyber related concern;
- (b) the services of a personal fraud specialist who will assist **you** if there is a suspected cyber related concern or cyber breach; and
- (c) other identity theft remediation services when warranted and upon prior approval by **us**.

#### 2. Data backup and recovery software

Cyberscout will provide **you** access to an online cloud data backup and recovery solution for the duration of the **period of insurance**. Such software allows **you** to backup **your** most important files and is complemented by military grade encryption to prevent unauthorised access and anti-virus to block malicious software. **You** have the option to activate this cloud backup software to help safeguard **your data** (including sensitive documents, photos and videos).

### What you are not covered against

The following exclusions apply to this section of **your** policy:

#### 1. Acts of certain persons

**We** do not cover **cyber events** caused by **you**, **your** estranged, former or current domestic spouse (whether de facto or otherwise), or any person acting on **your** or their behalf, whether alone or in collusion.

#### 2. Income earning activities

**We** do not cover any **cyber events** in respect of or in connection with:

- any computer system that that has been provided for **your** use by **your** employer; or
- arising from any access through **your** home IT to the IT system of a business that **you** own or that **you** are employed by or for whom **you** perform work.

#### 3. Computer error

**We** do not cover any **cyber events** in respect of or in connection with an error in computer programming, or error in instructions to a computer, unless arising from a **cyber attack**.

#### 4. Computer system maintenance costs

**We** do not cover any amounts **you** have paid, or agreed to pay, as part of any **computer system** maintenance contract.

#### 5. Computer system upgrades

**We** do not cover any costs to upgrade or increase the financial value of **your computer system** beyond the level that existed prior to a **cyber attack**.

## 6. False report

**We** do not cover any loss or **damage** arising from or in connection with any false reports by **you** or anyone acting on **your** behalf, whether acting alone or in collusion with others.

## 7. Legal costs

Unless otherwise stated in this section, **we** do not cover any costs associated with the provision of legal services.

## 8. Identity or travel document replacement service

**We** do not cover the cost of replacing any identity or travel documents if they are lost, misplaced, stolen or destroyed, or any expenses related to these documents, that prevents **you** from travelling.

## 9. Medical treatment costs

**We** do not cover any loss or expenses for medical assessment, diagnosis or treatment.

## 10. Prior Discovery

**We** do not cover **you** for any expenses incurred in relation to **cyber extortion** or a **cyber attack** first **discovered** prior to the **period of insurance**.

## 11. Unlicensed software exclusion

**We** do not cover any claim, liability, loss or defence costs arising directly or indirectly out of **your** knowing use of software in violation of software protection laws, including but not limited to illegally downloaded copies of software, using counterfeit copies of software, installing software more times than allowed under **your** licensing agreement, or allowing a licence to expire without renewing.

## Conditions – Family CyberSecure

The following conditions apply to this section of the **policy**.

### 1. Confidentiality

**You** must use all reasonable efforts not to disclose the existence of this Family CyberSecure insurance to any other person.

### 2. Contacting Cyberscout

As soon as a **cyber event** occurs, or **you** think (or someone on **your** behalf thinks) a **cyber event** is about to occur or may have occurred, **you** or someone on **your** behalf must urgently and as soon as reasonably possible contact Cyberscout on 1800 490 508.

This is a dedicated identity theft and cyber incident resolution hotline. The number operates 24 hours a day, every day of the year, and can be called from anywhere in the world. It is a toll-free number.

### 3. Notifying the police

**You** must notify the police of any **cyber event** if **you** are instructed to do so by Cyberscout. **We** may need the police report number to process **your** claim or **our** recovery action against the third party who is liable for **your** loss.

### 4. Personal cyber security

**You** must, at all times:

- (a) have installed and maintain a retail anti-virus software package for all **computer systems** and **personal devices**;
- (b) ensure proper disposal of used hard drives or other storage media including CDs, DVD's, modems, or other mobile drives or devices; and

- (c) maintain password protections.

**You** must also update any hand-held device or any applicable operating system within 90 days of a security update becoming available.

## 5. Multiple claims

All causally connected or interrelated **cyber events** will jointly constitute a single **cyber event** under this **policy**.

## The most we'll pay

The most **we** will pay for each of the **cyber events** or cyber service extensions in any one **period of insurance**, is the limit shown on **your policy schedule**, less the excess shown on **your policy schedule**. In the event of a claim involving more than one related **cyber event** or cyber service extension, **you** will only have pay one excess.

## Section 8: 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 **property address**;
- 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.

We will not cover **your** property if:

- it is rented out on a casual let basis and this is not in accordance with laws such as those relating to local government, council or any authority's zoning or land usage requirements, or the by-laws or constitution of a **strata body corporate**, as applicable; and
- **you** are aware or should reasonably be aware, that the use of the **rental property** or any part of the **rental property** is not in accordance with laws such as those relating to local government, council or any authority's zoning or land usage requirements, or the by-laws or constitution of a **strata body corporate**.

### Business activities at the property address

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 **property address**.

This exclusion does not apply:

- to voluntary work for an organised and registered charitable, religious or community group under Section 4: Cover for **your** Legal Liability, Additional Benefit 1. Community group committee member or voluntary worker;
- to **your** position as a committee member of a sporting club or social club or community organisation if **you** receive no more than \$1,000 per year for holding this position under Section 4: Cover for **your** Legal Liability, Additional Benefit 1. Community group committee member or voluntary worker; or
- if the activity is just the use of an office 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 a business or income earning activity.

### 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, for example laws concerning the installation or maintenance of swimming pool fencing.

### 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 (or report to the owner of the property):
  - 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 (or report to the owner of the property) **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; or
- **your** home not being structurally sound, watertight, secure, well maintained and in a good state of repair, for example where:
  - water staining or warping has been visible for a period of time on a ceiling or floor indicating a hidden water leak; or
  - wind, rain or hail enters the home due to part of the roof being rusted through;

or, if **you're** a tenant, **your** failure to report this to the owner of the property as soon as is reasonable after **you** become aware of the issue, or a reasonable person in the circumstances would have become aware of it.

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 or, if **you're** a tenant or unit owner, **you** did not report it to the owner of the property and a reasonable person in the circumstances would have reported it to the owner of the property.

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 or:

- if **you** are a tenant - would not comply with the **lease agreement**; or

- if **you** are a **unit** owner – would not comply with any strata by-laws or constitution of a **strata body corporate**.

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;
- 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;
- **damage** caused by storm, rainwater, **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:
  - in a poor or **damaged** condition before the incident; or
  - installed or constructed incorrectly;
- **damage** caused by water, rain, wind, hail or debris entering **your** home through an opening in any part of **your** home made for the purpose of alterations, additions, renovations or repairs; or
- loss or **damage** due to water escaping from a shower recess or shower base.

However, **we** will cover resultant **damage** to the extent it's covered under the Specified Events (a) Fire and (o) gas, water and/or other liquid discharged unless the relevant loss or **damage**, 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 loss or **damage**.

### 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 residential buildings under construction or undergoing renovations, alterations, additions or repairs:

- with a commercial value exceeding \$500,000; or
- that render the home **unliveable** and result in **your** moving out for more than 14 days; or
- that involve:
  - excavations;
  - the addition or removal of a storey;
  - removing more than 25% of the roof; or
  - removing or changing external or supporting walls, underpinning, foundations or piers.

If **you** are doing any of these things, **we** will cancel the cover at **your property address** 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 **unit** owner, any decrease in the value of **your unit** or **your** share in relation to company title;
- any diminished value of **your** property after it's been repaired, other than as covered under **Private Collections** and sets or pairs covered as contents;
- any intangible losses including intellectual or sentimental value;
- the cost of hiring a replacement machine or appliance;
- loss of income, loss of profits, or costs arising from any business interruption, other than as covered under Section 3: Additional Benefits, 15. Loss of rent and Section 7: Family CyberSecure;
- medical expenses; or
- compensation for **your** stress or anxiety, inconvenience or loss of time, other than as covered under Section 7: Family CyberSecure.

However, if the claim is covered under Section 4: Cover for **your** 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 of tenants 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 3 points;

**earth movement**, other than as provided in 'You are insured against' event (c) Erosion, subsidence, landslide or **earth movement** in Section 2: Cover for your Home and Contents.

However, **we** will cover resultant **damage** to the extent it's covered under the Specified Events (a) fire, (d) explosion or (l) breakage of glass and no other exclusion applies;

- 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;

- structural movement including settling, cracking, shrinking, bulging or expansion of any building however **we** will cover resultant **damage** to the extent it's covered under (o) gas, water and/or other liquid discharged;
- extremes of temperature, dampness or dryness of atmosphere, or water vapour, however this exclusion does not apply to loss or **damage** caused directly by Specified Event (p) storm, tempest, rainwater, flood, wind, hail, tornado, cyclone or hurricane;



- mechanical, electronic or electrical breakdown other than as provided in 'You are insured against' event (a) Fusion of an electric motor in Section 2: Cover for your Home and Contents, however, **we** will cover resultant **damage** to the extent it's covered under the Specified Event (a) fire;
- insects, vermin or rodents, however, **we** will cover resultant **damage** to the extent it's covered under the Specified Events (a) fire or (o) gas, water and/or other liquid discharged.

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

- any gnawing, biting, chewing, pecking, clawing, scratching or in any way soiling or polluting;
  - **your** contents outside the home; or
  - any exterior part of **your** home; or
  - within the roof cavity or an enclosed crawl space or storage cage

by an animal other than a **pet** that **you** normally keep at the **property address**. However, **we** will cover resultant **damage** to the extent it's covered under the Specified Event (o) gas, water and/or other liquid discharged;

- **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;
- roots of trees, plants or shrubs, however, **we** will cover resultant **damage** to the extent it's covered under the Specified Event (o) gas, water and/or other liquid discharged.  
For example, **we** will cover **damage** due to water escaping from pipes **damaged** by tree roots;
- any **rent default** whatsoever, or any cancellation of a booking by **you** or a prospective **paying guest** under a **casually let holiday home**;
- 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
- changes in a right, title or interest in **your** property, for example due to a transfer, agreement or adverse possession, however this exclusion does not apply to Additional Benefit 1. Defective Title under Section 5: **Private Collections** option.

Other than as provided under Section 7: Family CyberSecure, 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 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 a Specified Event such as (a) fire.

There is no cover under any section of **your policy** for any:

- loss or **damage** caused by or arising from:
  - **paying guests**; or
  - anyone renting the home, their visitors or their family if there is no **lease agreement** in force for the insured property at the time of the incident.

**You** are not insured against any loss or **damage** resulting from theft or attempted theft while **your** home is a **casually let holiday home**, unless there is physical evidence of forced entry caused by the theft or attempted theft. This applies whether the entire building or any part of the building is being used by the **paying guest**;

- 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** contents or **Private Collections** while away from the **property address** while being cleaned, repaired, restored, refinished or altered by someone other than **you** or **your family**; or
- losses to wine:
  - once the bottle is opened;
  - due to the wine being mis-labelled or as a result of any deception when acquiring the wine; or
  - caused by changes or extremes of temperature, gradual deterioration or spoilage other than as specifically stated otherwise in the **policy**.

There is no cover for loss of or **damage** to **your** home, contents or **Private Collections** caused by or arising from chemical contamination as a result of any illegal or controlled drug manufacturing, distribution or storage by **your tenants** unless:

- **you** are renting out **your rental property** under a **lease agreement**;
- **you** or **your** estate agent inspect the **rental property** at least every 12 months;
- **you** report the manufacturing, distribution or storage of drugs to the police as soon as **you** become aware or a reasonable person would have been aware of it (unless the police discover it first);
- an assessment, in accordance with the relevant state, territory or national government authority guidelines, confirms that chemical decontamination is required by those guidelines;

- chemical decontamination is required by the applicable state, territory or national government authority guidelines; and
- we** have never paid **you** a previous claim for chemical decontamination costs in relation to the same **tenants** or under the same **lease agreement**.

There is no cover for loss of or **damage** to:

- sporting equipment while in use in a professional capacity;
- 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; or
- 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; or
- 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**.

## Section 9: General conditions

There are conditions set out in this General conditions section, in the Section 10: Claims 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; and
- 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.

### 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 and/or Private Collections cover
You sell the home or unit or move house	✓	✓
The occupancy of <b>your</b> home changes, for example: <ul style="list-style-type: none"> <li><b>you</b> currently live in it but plan to rent all or part of it out to boarders or tenants; or</li> <li>the rental arrangement changes from <b>lease agreement</b> to <b>casually let holiday home</b>; or</li> <li><b>you</b> increase the number of days per year <b>you</b> use the home as a <b>casually let holiday home</b>; or</li> <li><b>your</b> home is going to be vacant and empty of contents for more than two weeks.</li> </ul>	✓	✓

Things you must tell us	If you have home cover	If you have contents cover and/or Private Collections cover
<p><b>You're planning construction work on the home at the <b>property address</b> including renovations, alterations, additions or repairs:</b></p> <ul style="list-style-type: none"> <li>with a commercial value greater than \$200,000 or 10% of the home sum insured, whichever is the lesser; or</li> <li>which results in <b>your</b> living out of the home during any part of the building work</li> </ul> <p>and/or</p> <p><b>You're planning construction work on <b>your unit</b>, including renovation of existing <b>additions and alterations</b>:</b></p> <ul style="list-style-type: none"> <li>with a commercial value greater than 25% of the contents sum insured; or</li> <li>which results in <b>your</b> living out of the <b>unit</b> during any part of the building work.</li> </ul> <p><b>You must advise us of these matters before the renovations, alterations or additions begin and when they are completed</b></p>	✓	✓
The home will be <b>unoccupied</b> for any period longer than 100 consecutive days	✓	✓
<p><b>You start operating a business or generating a regular income from the <b>property address</b> other than a home office taking up less than 20% of the home</b></p> <p>Note: Doing office work in a home office, including working from home for <b>your</b> employer is not considered to be operating a business.</p>	✓	✓
<b>You add or change mortgage lenders</b>	✓	✗
<b>You want to increase <b>your</b> sum(s) insured</b>	✓	✓
<b>You want to add <b>Private Collections</b> or increase any specified limit</b>	✗	✓
<b>You remove jewellery items listed on <b>your policy schedule</b> as "Jewellery in Bank Vault" from the bank vault, or jewellery items listed on <b>your policy schedule</b> as "Jewellery in Safe" from the safe located at <b>your</b> residence.</b>	✗	✓

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 the 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** via **your** insurance broker. 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 **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** via **your** insurance broker. 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 conducting renovations, alterations, additions or repairs on a residential building at the **property address**:
  - with a commercial value exceeding \$500,000; or
  - that render the home **unliveable** and result in **your** moving out for more than 14 days; or
  - that involve:
    - excavations;
    - the addition or removal of a storey;
    - removing more than 25% of the roof; or
    - removing or changing external or supporting walls, underpinning, foundations or piers;
- you** start operating a business, or generating a regular income (other than a home office taking up less than 20% of the home) at the **property address**; 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' in Section 10: Claims.

### You must collect bond money

If loss or **damage** to **your** home or contents is caused by **your tenant**, the **bond money** will be used to mitigate **your** loss. If **bond money** has not been collected or if **you** have returned **bond money** to the **tenant** that could have been used to mitigate any loss, then **we** will reduce any amount that **we** pay by the amount that **we** are prejudiced. This **policy** will operate and all claims will be paid on the basis that at least four weeks' **rent** has been paid as **bond money**.

### If you ever use the home as a holiday home for paying guests

If **you** use the home as a **casually let holiday home**, **you** must tell **us**. There is no cover against any loss of **rent** or loss or **damage** to the property caused by or arising from **paying guests**. **You** are not insured against any loss or **damage** resulting from theft or attempted theft while **your** home is a **casually let holiday home**, unless there is physical evidence of forced entry caused by the theft or attempted theft. This applies whether the entire building or any part of the building is being used by the **paying guest**.

### Unoccupancy

If **your** home or **unit** 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 excess that apply to **your policy**.

If **your** home or **unit** 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 will be increased in addition to the **your** applicable home or contents excess, depending on how long **your** home or **unit** has been **unoccupied** at the time of a claim. **You** excess will be increased by the Unoccupancy excess as follows:

If the home or **unit** is **unoccupied**:

- for a period from 100 consecutive days up to 180 consecutive days, the Unoccupancy excess will be 2.5% of the total home and contents sum(s) insured;
- for any period exceeding 180 consecutive days, the Unoccupancy excess will be 5% of the total home and contents sum(s) insured.

For example, if **your** home is insured for \$3,000,000 and **your** contents are insured for \$600,000, then the total of **your** home and contents sums insured is \$3,600,000. If **your** home is **unoccupied** for a period of more than 180 days, and a claim occurs, then **your** additional Unoccupancy excess will be 5% of \$3,600,000 = \$180,000. Therefore \$180,000 Unoccupancy excess will be applicable in addition to **your** home and contents excess.

If **your** home and contents excess is \$10,000, then the total payable excess would be \$180,000 + \$10,000 = \$190,000 - if a claim occurs when the home has been **unoccupied** for more than 180 days, and **you** have not told **us** before **you** left the home **unoccupied**.

However, these increased excesses do not apply to claims directly caused by the following Specified Events:

- (b) lightning;
- (c) thunderbolt;
- (m) riot and civil commotion;
- (i) impact;
- (j) impact by an aircraft and/or other aerial devices and/or articles dropped from them; or
- (f) earthquake or tsunami

for the period in excess of 100 consecutive days during which the home or **unit** has been left **unoccupied**.

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**.

### Your sum(s) insured at renewal

At renewal, **your** sum(s) insured will be revised to allow for increases in replacement costs. **We** will also take into account any alterations, additions, improvements, and any appraisal report. **You** will be notified of the revised sum(s) insured in **your** renewal invitation.

### Sum insured adequacy

**You** must keep the sums insured at a level which represents the full value of the property. Full value should represent:

- (a) for the home – the full rebuilding cost including professional fees;
- (b) for contents – the replacement cost as new; and
- (c) for **fine arts** and other items under **Private Collections** – the current **market value**.

If **you** do not agree to insure for the full rebuilding cost, **you** will not be eligible for the Home Sum Insured Safeguard Special benefit and **we** may not offer to renew **your** policy.

### Appraisals

**We** may change the sum(s) insured shown on **your policy schedule** when appraisals are conducted to reflect current costs and values. Therefore, **we** may adjust the premium to reflect any changes.



## Section 10: 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

#### Home, contents, Private Collections and legal liability

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** insurance broker 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; and
- 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 1300 218 992 for assistance.

#### Family CyberSecure

As soon as a **cyber event** occurs, or **you** think (or someone on **your** behalf has reason to suspect) a **cyber event** is about to occur or may have occurred, **you** or someone on **your** behalf must contact Cyberscout as soon as reasonably possible on **1800 490 508**.

This is a dedicated identity theft and cyber incident resolution hotline. The number operates 24 hours a day, every day of the year, and can be called from anywhere in the world. It is a toll-free number.

Cyberscout will advise whether **you** must notify the police.

If in doubt at any time, ring **us** or **your** insurance broker 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** pay **your** claim, **we** will pay for these repairs, but **you** must retain all receipts; or

- 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 building 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** building 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 **property address**; and/or
  - rebuild elsewhere;
- if it's not practical for **us** to repair, replace or rebuild **your** building due to the age, **policy** limit, inadequate sum insured, construction or condition of **your** building or if materials needed for repairs are not readily available; or
- if **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** building **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.

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** building.

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** building, **you** will not be eligible for **our** Lifetime guarantee on home repairs because **we** won't have appointed the supplier or managed the works.

### 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 **your** home sum insured and the limits and conditions described under Section 3: Additional Benefits:

- to temporarily protect **your property address** (this includes preventing access to limit the risk of theft, weather **damage** and injury);
- for demolition;
- to remove debris from **your property address**;
- fees in connection with the repair or replacement of **your** home, including 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 below:

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

### Matching materials – external home damage

If a claim is accepted for **damage** to an external part of **your** home, or one of **our** suppliers has caused **damage** during exploratory work to locate the source of escaped gas, 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. Commercially available in Australia includes importing from overseas where no equivalent item is available in Australia.

If **we** are not able to reasonably match materials, then **we** will also pay up to \$10,000 to match or complement undamaged portions of the same area. 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.

### Internal home damage

Damage to internal flooring (excludes carpets – these are covered as contents)	<b>We'll</b> 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 <b>damage</b> . A combined lounge/dining room will be considered as one room.  <b>We</b> won't pay to replace any undamaged materials in any other adjoining rooms, hallways or stairwells unless the flooring is continuous without a join.
Damage to internal walls	<b>We'll</b> pay to repair or replace the <b>damaged</b> wall(s). <b>We</b> won't pay to replace the wall covering, for example wallpaper or paint in any adjoining rooms, hallways or stairwells. A combined lounge/dining room will be considered as one room.
Damage to internal fixtures/fittings	<b>We'll</b> 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 <b>damaged</b> part. However, see 'Matching materials – internal home damage', below.

### Matching materials – internal home damage

If an internal part of **your** home is **damaged** or destroyed by a Specified Event and **we** 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. Commercially available in Australia includes importing from overseas where no equivalent item is available in Australia.

If not, **we'll** use the nearest equivalent materials that **we** can source locally. In this case, **we** will also pay up to \$10,000 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.

For example, if **we** accept **your** claim for **damage** to **your** kitchen benchtop, and **we** replace it with the nearest equivalent materials that **we** can source locally because the existing materials are not commercially available in Australia, **we'll** also pay up to \$10,000 to replace **your** undamaged island bench top in order to achieve a consistent appearance.

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** building 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** building 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 property address**.

### 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** building; 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** building 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** building 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.

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 event covered at **your property address** 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**.

### How we settle additions and alterations

If **you** are a **unit** owner, **we** will settle claims for **additions and alterations** in the same way as **we** settle home claims. Any replacement of **additions and alterations** under this section will only be undertaken by **us** with the approval of the **strata body corporate**, where required.

### The most we'll pay

If **you** are a **unit** owner and **we** accept a claim for **damage** to **your additions and alterations**, the most **we'll** pay is 25% of **your** contents sum insured at that **property address**, unless **you** have a higher amount shown on **your policy schedule**.

If **we** insure **your** home, 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 Home Sum Insured Safeguard, if eligible.

### Special benefit – Home Sum Insured Safeguard

This Special benefit applies only if:

- it is shown on **your policy schedule** – **your** eligibility will depend on **our** underwriting rules and processes;
- your** home is so **damaged** by an event insured by this **policy** that it is a **total loss**; and
- where a Mansions appraiser has assessed **your** home sum insured, **your** home is substantially the same as when this assessment was undertaken (for example, **you** have not added to nor extended **your** home).

If the cost to repair or replace **your** home is greater than **your** home sum insured, then **we** will pay up to 50% more than the home sum insured shown on **your policy schedule**. This Special benefit applies to a claim where **we** agree to:

- 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 does not apply if, at the time a **total loss** occurs, **you**:

- are undertaking alterations, additions or renovations to **your** home that results in **you** living out of the home during any part of the building works; or
- you** are undertaking alterations, additions or renovations to **your** home with a commercial value of at least \$200,000 or more than 10% of the building sum insured, whichever is the lesser

and **you** do not advise **us** of the construction.

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 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 **policy** 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';
- if 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; or
- if **you** choose to go with a repairer of **your** choice.

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 **policy** limit or sum insured.

**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 **policy** limit or sum insured.

**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
- the **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 depends on where the loss or **damage** occurs.

If this **policy** does not cover **your** home or contents at the location where the loss or **damage** occurs and **you** own or rent that residence, the most **we** will pay is 10% of the highest contents sum insured listed on **your policy schedule**, less any applicable excesses.

Where loss or **damage** occurs at any other location worldwide, **we'll** pay up to the contents sum insured shown on **your policy schedule** plus any Additional Benefits payable on top of the contents sum insured, less any applicable excesses.

**Your** contents sum insured at **your primary residence** may be increased through the application of the Contents Sum Insured Safeguard, if eligible.

**Special benefit – Contents Sum Insured Safeguard**

This Special benefit applies only to contents if:

- your policy schedule** shows **you** are eligible for the benefit – this will depend on **our** underwriting rules and processes at the time; and
- your** contents are so **damaged** by an event insured by this **policy** that they are a **total loss**.



If the cost to repair or replace **your** contents is greater than **your** contents sum insured, then **we** will pay up to 25% more than the contents sum insured shown on **your policy schedule** for **your primary residence**, up to a maximum of \$250,000. **We** will collect the premium that **we** would have charged for the additional contents sum insured amount if this amount had been declared to **us** at the commencement date of the **period of insurance**.

This Special benefit applies to a claim where **we** agree to:

- replace the contents 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 only relates to contents. It does not apply to any other insured property, **policy** section, Additional Benefit, **Private Collections** or other **policy** feature.

There are limits on what **we'll** pay for some individual contents items - see 'Contents with limits' in Section 1: What 'Home' and 'Contents' mean.

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

Item	What we pay
Carpets	<p><b>We'll</b> pay to repair or replace up to an existing change or join in the carpet.</p> <p><b>We</b> won't pay to replace any undamaged carpet in any other adjoining rooms, hallways or stairwells unless the carpet is continuous.</p>
Photographs and videos	<p><b>We'll</b> pay for reproducing videos and hard copy photographs <b>you</b> have purchased from, or had produced by, a professional photographic business if the necessary electronic data is available. <b>We</b> do not pay to reconstruct any circumstances or conditions.</p>
Sets or pairs	<p>If <b>we</b> can't repair an item which forms part of a <b>set</b> or <b>pair</b> or it can't be replaced because:</p> <ul style="list-style-type: none"> <li>• <b>we're</b> unable to reasonably match it; or</li> <li>• the functionality of the <b>set</b> or <b>pair</b> is lost (e.g. hearing aids/sporting equipment)</li> </ul> <p><b>you</b> can choose to either:</p> <ul style="list-style-type: none"> <li>• surrender the remaining item(s) to <b>us</b>, in which case <b>we'll</b> pay the replacement value of the <b>set</b> or <b>pair</b>, up to any applicable limit; or</li> <li>• keep the remaining item(s), in which case <b>we'll</b> pay: <ul style="list-style-type: none"> <li>- the replacement value of the lost or <b>damaged</b> item; or</li> <li>- the difference between the <b>market value</b> of the property before and after the loss.</li> </ul> </li> </ul> <p><b>We</b> don't allow for any special value the item may have as forming part of a <b>set</b> or <b>pair</b>. <b>We</b> will not pay more than the contents sum insured shown on <b>your policy schedule</b> and subject to the limits described under 'Contents with limits' in Section 1: What 'Home' and 'Contents' mean.</p>
Software	<p>If a claim is accepted where software is lost, <b>damaged</b> or destroyed, <b>we</b> pay the cost to replace it with the nearest equivalent new software. <b>We</b> do not pay for any software that was acquired by <b>you</b> at no cost.</p>

## How we settle Private Collections claims

### Specified items – total loss

If a specified item is lost, stolen or **damaged** beyond repair, and **your** claim is accepted, **we** will pay the sum insured for that item.

However, **we** will pay the item's **market value** immediately prior to the loss, up to 150% of the sum insured shown on **your policy schedule**, up to a maximum increase of \$200,000, but not exceeding the total sum insured for all specified items in that category as shown on **your policy schedule**, provided that the sum insured shown on **your policy schedule** is:

- less than the **market value** immediately prior to the loss; and
- the amount noted on a valuation provided by an independent and appropriately experienced or qualified professional made less than 12 months prior to the start date of the **period of insurance**.

### Specified items – partial loss

If a **damaged** item can be restored or repaired, **we'll** normally pay **our** supplier the necessary and **reasonable cost** to restore or repair the item to a condition substantially the same as, but not better than, when new. If, after the repair or restoration, the **market value** of the item is less than its **market value** immediately before the loss, **we** will pay the difference.

The most **we** will pay in total is the sum insured for the item, shown on **your policy schedule**.

If the item is not restored or repaired, **we** will pay the difference between its **market value** before and after the loss.

However, **we** will pay the difference between the item's **market value** immediately prior to the loss and the **market value** after the loss, up to 150% of the sum insured shown on **your policy schedule**, up to a maximum increase of \$200,000, but not exceeding the total sum insured for all specified items in that category as shown on **your policy schedule**, provided that the sum insured shown on **your policy schedule** is:

- less than the **market value** immediately prior to the loss; and
- the amount noted on a valuation provided by an independent and appropriately experienced or qualified professional made less than 12 months prior to the start date of the **period of insurance**.

### Unspecified items

If a **damaged** item is lost, stolen or **damaged** beyond repair, **we** will replace the item with a new one that's substantially the same where it's practical to do so.

If a **damaged** item can be restored or repaired, **we'll** normally pay **our** supplier the necessary and **reasonable cost** to repair the item to a condition substantially the same as, but not better than, when new. If after the repair or restoration, the **market value** of the item is less than its **market value** immediately before the loss, **we** will pay the difference.

If the unspecified item is part of a **set** or **pair**, **we** will pay the lesser of:

- the costs to repair or replace any part or to restore the **set** or **pair** to its condition before the loss;
- the difference between the **market value** of the property before and after the loss; or
- the **market value** up to the single item limit shown on **your policy schedule**, for the entire **set** or **pair** when **you** surrender to **us** the undamaged item(s) of the **set** or **pair**.

We will not pay more than the unspecified items single item limit shown on **your policy schedule**. If unspecified items single item limit is inadequate to repair or replace the item, then **we** will only pay up to that limit and the item will not be repaired or replaced.

### What happens after a total loss?

#### Home and/or Contents

Cover ends when **we** 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.

#### Private Collections – specified items

Cover ends for the item when **your** claim has been accepted.

If **you** want to insure any replacement items, then **you** will need to ask **us**. If **we** agree and **you** pay the additional premium it will be shown on **your policy schedule**.

#### Private Collections – categories

Cover ends for the category when **your** claim is accepted and **we** pay the full category limit to repair or place the item(s).

If **you** want to insure any replacement items or reinstate a category limit, 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

There is no premium refund. The premium is 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 **fine arts**; and

- 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.

### 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 **your policy schedule**.

**We** may refuse to pay a claim, or reduce the amount **we** pay, if **you** are in breach of 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**.

### 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** 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**' in Section 9: General Conditions.

## 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. During the administration, conduct or settlement of the recovery, **you** can seek an update on the status of proceedings and **we** will consult **you** where appropriate. **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.

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** 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.

## Section 11: 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 **your policy** is cancelled, **we'll** refund **you** the proportion of the premium for the remaining **period of insurance**, less any non-refundable government fees, duties or charges. But see 'Cooling off period' in the Important Information section of this booklet, 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. Where a payment is made to one insured under this policy, **we** have no further obligations to any other insured regarding that payment.

### 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. If **we** email them to **your** insurance broker and not directly to **you**, **we'll** consider the email to be received by **you** one business day 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.

