

# Supplementary Product Disclosure Statement

## SPDS Edition 1

This Supplementary Product Disclosure Statement (SPDS) was prepared on 28 July 2021 and will apply to all **CGU Accidental Damage Home Insurance Product Disclosure Statement and Policies with Flood Cover for Steadfast Brokers** (Preparation date 03/07/2021) version CID0076\_F REV12 07/21 (PDS) with a new business effective date on or after 2 December 2021, or with a renewal effective date on or after 2 December 2021.

The information in this SPDS updates and should be read with the PDS and any other applicable SPDS. These documents together with your schedule make up the terms and conditions of your insurance contract with us. Your current schedule outlines the cover you have chosen.

## Changes to Your PDS

### Change 1:

#### **Addition to Calculating your premium**

**Your PDS is amended by inserting the following new paragraph as the final paragraph under the heading 'Calculating your premium' on page 4:**

Your premium, including any discounts you may be eligible for, are subject to minimum premiums. We consider the minimum amounts we are prepared to sell the policy for and may adjust your premium to ensure it does not fall below the minimum amount. Any discounts will be applied to your policy, only to the extent any minimum premium is not reached. This means that any discount you may be eligible for may be reduced. When we determine your premium on renewal, we may also limit any increases or decreases in your premium by considering factors such as your previous years premium amount.

## **Change 2:**

### **Replacement of the complaints handling process**

**Your PDS is amended by deleting all the terms in the section 'How to resolve a complaint or dispute' on page 8, and replacing those deleted terms with the following:**

We will always do our best to provide you the highest level of service but if you are not happy or have a complaint or dispute, here is what you or your insurance adviser can do.

If you experience a problem or are not satisfied with our products, our services or a decision we have made, you or your insurance adviser should let us know so we can help. Contact information can be found within this PDS or you can call us on 13 24 81.

We will try to resolve complaints at first contact or shortly thereafter.

If we are not able to resolve your complaint when you contact us or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

Free Call: 1800 045 517

Email: [Customer.Relations@iag.com.au](mailto:Customer.Relations@iag.com.au)

Customer Relations will contact you or your insurance adviser if they require additional information or have reached a decision. Customer Relations will advise you or your insurance adviser of the progress of your complaint and the timeframe for a decision in relation to your complaint.

We expect our procedures will deal fairly and promptly with your complaint. If you are unhappy with the decision made by Customer Relations you or your insurance adviser may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist you:

Free Call: 1800 931 678

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

Mail: Australian Financial Complaints Authority

GPO Box 3 Melbourne VIC 3001

Visit: [www.afca.org.au](http://www.afca.org.au)

Further information about our complaint and dispute resolution process is available by contacting us.

This SPDS is issued by the Insurer  
**Insurance Australia Limited**  
ABN 11 000 016 722 AFSL 227681  
trading as CGU Insurance and CGU  
Workers Compensation (where applicable)



# ACCIDENTAL DAMAGE HOME

## INSURANCE PRODUCT DISCLOSURE STATEMENT AND POLICY

with Flood Cover  
For Steadfast Brokers



## **Updating product disclosure statement**

Information in this PDS may need to be updated from time to time where required and permitted by law. You can obtain a paper copy of any updated information without charge by calling us on the contact details provided in this document. If the update is to correct a misleading or deceptive statement or an omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the Policy, we will provide you with a new PDS or a Supplementary PDS.

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# Welcome To The Steadfast Accidental Damage Home Insurance Policy

## About Steadfast

Steadfast Group Limited (**Steadfast**) is a public company. It includes a large network of insurance brokerages who operate in Australia as Steadfast brokers. This policy is available exclusively to you through a Steadfast broker. Steadfast does not issue, guarantee or underwrite this policy.

## Important information about Steadfast's advice

Any advice Steadfast gives about this policy does not take into account any of your particular objectives, financial situation or needs. For this reason, before you act on Steadfast's advice, you should consider the appropriateness of the advice taking into account your own objectives, financial situation and needs. Before you make any decisions about whether to acquire this policy, we recommend you read this PDS.

# Steadfast Accidental Damage Home Insurance Product Disclosure Statement

This Product Disclosure Statement (PDS) contains two sections:

- **Important Information** – contains general information about your Accidental Damage Home Insurance policy, **and**
- **The Steadfast Accidental Damage Home Insurance Policy** – contains the terms and conditions of your Accidental Damage Home Insurance Policy.

To assist you to locate specific items in this PDS, a table of contents is provided at the start and an index is provided at the back of this booklet.

Please read this PDS before you apply for insurance.

If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

If you need more information about this PDS or your policy, please contact your insurance adviser.

# Important Information

## The purpose of this PDS

The PDS has been prepared to assist you in understanding your Accidental Damage Home Insurance policy and making an informed choice about your insurance needs.

This PDS sets out important information about the insurance and the terms and conditions and limitations of the policy. The policy terms and conditions are set out in this PDS under the heading 'The Steadfast Accidental Damage Home Insurance Policy' commencing on page 11.

## Who is the insurer

Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance is the insurer providing the cover under 'Section 1 – Buildings and contents' and 'Section 2 – Valuable items'.

Insurance Australia Limited ABN 11 000 016 722 trading as CGU Workers' Compensation is the insurer providing the cover under 'Section 3 – Workers' compensation' if your situation is in Western Australia, Tasmania or Northern Territory.

In this policy, the insurer is called 'we', 'us' or 'our'.

## How to contact us

You may contact us by any of the following ways:

- in person at any CGU Insurance office
- by telephone on 13 24 81 (13CGU1)
- by writing to us at CGU Insurance, GPO Box 9902 in your capital city
- By email on our website [cgu.com.au](http://cgu.com.au)

## Your cooling-off period

We will refund all premium paid for cover under your policy if you request cancellation within 30 days of its commencement.

To do this, you must advise us in writing and return the schedule to your nearest CGU Insurance office.

You will not receive a refund if you have made a claim under your policy.

## How to apply for insurance

Complete our application form. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

## How to make a claim

When something happens that you believe you can claim for, please contact your nearest CGU Insurance office, or call 13 24 80 (13CGU0). Details about making a claim are shown in the insurance policy terms and conditions under 'How to make a claim'.

## Calculating your premium

The premium payable by you for this insurance will be shown on your schedule. The key factors that influence the premium calculation are reflected in the questions asked, and information sought, at the time of your enquiry or application for home insurance. These include factors relating to the type of property being insured, where the property is located, the type of construction of the property and your previous insurance and claims history.

Premiums are subject to Commonwealth and state taxes, charges and levies. These include the Goods and Services Tax, stamp duty and fire service levy. The amount of these taxes, charges and levies will be shown on your schedule.

## Paying your premium

The insurance applies for the period for which you have paid us (or agreed to pay us) the premium.

You may pay your premium by cash, cheque or credit card.

You can also pay your premium by instalments direct from a financial institution account or from your credit card.

You need to pay your annual premium or any instalments by the due date specified on your schedule. An instalment is unpaid if it cannot be deducted from your nominated account or credit card.

If your premium or any instalment is overdue, we will send you a notice outlining the overdue amount and when it needs to be paid. If your premium remains unpaid after the time period specified in the notice we send, we will:

- a) cancel your policy for non-payment; and
- b) refuse to pay any claim for an incident occurring after the cancellation date.

If you pay by instalment, we will send you a second notice either before cancellation informing you of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If you need to make a claim when your policy is overdue, and before your policy has been cancelled for non-payment, we will require you to pay the overdue amount as part of the claim settlement process.

Alternatively, where the settlement method allows, we can reduce the settlement payment by the overdue amount.

If you have a total loss, we shall deduct the instalments for the remaining period of insurance from the amount we pay you.

## Interest on unallocated premium

If we are unable to issue your insurance when we receive your application, we are required to hold your Premium in a trust account on your behalf until your insurance can be issued. We will retain any interest payable by our bank to meet, among other things, bank fees and other bank costs we incur in operating the account.

## How CGU protects your privacy

We use information provided by our customers to allow us to offer our products and services. This means we may need to collect your personal information, and sometimes sensitive information about you as well (for example, health information for travel insurance). We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

CGU will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with companies within our group, government and law enforcement bodies if required by law and others who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our Privacy Policy located at [cgu.com.au/privacy](http://cgu.com.au/privacy). Alternatively, contact us at [privacy@cgu.com.au](mailto:privacy@cgu.com.au) or 13 15 32 and we will send you a copy. We recommend that you obtain a copy of this policy and read it carefully.

By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in this policy.

Our Privacy Policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.

## CGU Insurance triple guarantee

Our guarantee assures you of quality insurance and service at all times.

### **Fair dealing guarantee**

We will meet any claims covered by your policy fairly and promptly.

## Money back guarantee

If you change your mind, we provide a cooling-off period which lets you cancel your policy within 30 days with a full refund of your premium. However, your cooling-off period no longer applies if you make a claim within this time.

## Service guarantee

We will provide you with the highest standards of service.

# General Insurance Code of Practice

We proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise standards of practice and service in the general insurance industry.

### **The objectives of the Code are:**

- to commit us to high standards of service
- to promote better, more informed relations between us and you
- to maintain and promote trust and confidence in the general insurance industry
- to provide fair and effective mechanisms for resolving complaints you make about us, and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

## Our commitment to you

We have adopted and support the Code and are committed to complying with it.

Please contact us if you would like more information about the Code or the Code Governance Committee.

## How to resolve a complaint or dispute

### 1. Talk to us first

If you have a complaint, the first thing you or your insurance adviser should do is speak to one of our staff. If your complaint relates specifically to a claim, speak with the claims officer managing your claim.

If the staff member or claims officer are unable to resolve the matter for you, or your insurance adviser may speak to a manager. The manager will usually provide you with a response to your complaint within 15 days. If the timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with you alternative timeframes. If you are not satisfied with our response or we cannot agree with you on alternative timeframes, you can go to step 2.

### 2. Seek a review

If the matter is still not resolved, the manager will refer you or your insurance adviser to the relevant dispute handling department or area who will conduct a review of your dispute and will usually provide you with a response to your dispute within 15 business days. If the timeframe is impractical, we will discuss with you alternative timeframes.

If you are still not satisfied with our response to your dispute or we cannot agree on alternative timeframes, you can go to step 3.

### 3. Seek an external review

You are entitled to seek an external review of our decision. We will provide you with information about options available to you, including, if appropriate, referring you to the external dispute resolution scheme administered by the Australian Financial Complaints Authority (AFCA). The AFCA is contactable on 1800 931 678 (free call).

You will not be able to have your dispute resolved by the AFCA if you are not eligible under the AFCA's Terms of Reference.

Further information about our complaint and dispute resolution procedures is available by contacting us.

## Your responsibilities to us

When you take out, renew, or change or vary a policy, you have a responsibility to answer our questions truthfully.

### **What you must do when you apply to take out this policy**

When applying to take out insurance we will ask you certain questions. When answering these questions, you must be honest.

We will use your answers to help us decide whether to insure you and anyone else under this policy, and on what terms.

### **Who you are answering the questions for**

It is important that you understand you are answering the questions in this way on behalf of yourself and anyone else that you want to be covered by the policy.

### **If you do not answer our questions in this way**

If you do not answer our questions in this way, we may reduce the amount we pay for your claim if your non-compliance causes or contributes to a claim, or cancel the policy if we would not have issued you cover, or do both.

If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as never being in place.

The course of action we take if you fail to tell us something will be considered in each circumstance based on what impact or effect your failure caused or contributed to a claim or our decision to issue your policy.

## Intermediary remuneration

Insurance Australia Limited trading as CGU Insurance pays remuneration to insurance intermediaries when we issue, renew or vary a policy the intermediary has arranged or referred to us. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration we may pay your intermediary, you should ask your intermediary.

## Financial Claims Scheme

You may be entitled to payment under the Financial Claims Scheme in the event that Insurance Australia Limited trading as CGU Insurance becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from <http://www.fcs.gov.au>

# The Steadfast Accidental Damage Home Insurance Policy

## Your policy

Your policy is a contract of insurance between you and us.

Your policy includes information on the following:

- when you are covered
- who is covered under your policy
- what you are covered for
- what your policy does not cover
- excesses that may apply
- how we pay claims.

If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out as described in this policy.

Our agreement with you is made up of your application, your current schedule and this policy, as well as any endorsements we send to you.

Together, they make up your insurance contract with us.

Read them carefully and store them together in a safe place.

We recommend that you keep receipts for major items you purchase.

## When you are covered

Your insurance begins when we accept your application. The commencement date of your insurance will be shown on the schedule we will send you.

We will not cover your buildings and your contents for a period of 48 hours from the time of the commencement of your insurance for loss or damage caused by:

- bushfire or grassfire, **or**
- a named cyclone.

We will provide cover, **however**, if:

- this insurance commences directly after another insurance policy covering the same property expired without a break in cover
- you have entered into a contract of sale to purchase the property
- you have entered into a contract to lease the property

We will not cover your buildings or contents for loss or damage as a result of flood within 14 days (336 hours) of the start date of this policy, unless:

- you took out insurance with us immediately after another insurance policy covering flood and insuring the same buildings or contents expired, without a break in cover.

## Who is covered under your policy

The person whose name is set out in the schedule is insured. The following people are also insured, as long as they normally live with that person named in the schedule:

- that person's partner
- children of that person
- children of that person's partner
- that person's parents
- that person's partner's parents.

In this policy all these people are called 'you' or 'your'.

## Words that have a special meaning

In this policy there are words that have a special meaning. These words are listed below. If the meaning of a word is not shown below, we tell you on what page the meaning is printed.

### **Buildings**

This is on page 25 under 'What are buildings'.

### **Contents**

This is on pages 26–28 under 'What are contents'.

### **Excess**

This is the amount you will be required to contribute towards a claim. The amount and type of excess that may apply to your policy are shown on your current policy schedule and in this PDS. We will reduce the amount we pay you for your claim by the amount of your excess. The amount of your excess is shown on your schedule, the earthquake excess is shown on page 30 and Valuables excess is shown on page 44.

### **Flood**

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of: (a) any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or (b) any reservoir, canal or dam.

### **Occupied**

Your buildings are occupied if they are furnished so that they are comfortably habitable and you or someone with your consent has resided in the buildings overnight.

### **Schedule**

This is the most current document we give you which sets out the details of your insurance cover. You receive a schedule when you first take out your insurance and again when the policy is renewed or changed. Your schedule may be called a policy, renewal or endorsement schedule.

### **Situation**

This is the place where the buildings and/or contents are located and is shown on your current schedule. We will show this place on all schedules we give you.

### **Valuable items**

This is on pages 42–43 under 'Valuable items' and 'What are valuable items'.

# Section 1

## Buildings And Contents

### Accidental damage cover

#### What is covered

Your buildings and/or your contents as set out in your schedule are covered if they are destroyed, lost or damaged. They are covered only if you own them, or are liable for them.

If you only cover your buildings, the cover provided under the policy for destruction, loss or damage does not apply to your contents.

If you only cover your contents, the cover provided under the policy for destruction, loss or damage does not apply to your buildings.

Your buildings and your contents are covered while at your situation. Cover for your contents while away from your situation is provided subject to the conditions and limitations set out on page 28–29.

We will cover your buildings and your contents for accidental loss or accidental damage. There is some loss or damage we will only cover under specific conditions. This is accidental loss or accidental damage caused by:

- landslide or subsidence. Cover only applies when the landslide or subsidence occurs within 72 hours after, and as a direct result of one of the following:
  - storm, flood, tsunami, rainwater, hail, snow or wind
  - explosion
  - earthquake
  - liquid that escapes from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or a drain.

This cover also applies to gates, fences or retaining walls that are entirely or partly at the situation.

- burning out of an electric motor. If an electric motor burns out, we will repair, reinstate or replace it. We decide which one we will do. We will only do this if the electric motor is 15 years old or less.

## What we will not pay for

We will not cover your buildings and your contents for any accidental loss or accidental damage caused by:

- landslide or subsidence except as described on page 14
- settling, shrinkage or any movement of earth
- erosion
- water entering your buildings:
  - through an opening made for any building, renovation or repair work
  - because of a structural defect, faulty design or faulty workmanship when your buildings were constructed.
- rust, corrosion, gradual deterioration, depreciation, wear or tear
- rats, mice or insects
- roots from trees, plants, shrubs or grass.
  - **however**, this exclusion applies only for loss or damage caused directly by roots
- any process of cleaning involving the use of chemicals other than domestic household chemicals
- a defect in an item, faulty workmanship, structural defects or faulty design
- malicious damage or vandalism by a tenant
- theft from any part of the buildings which you share with another person who is not insured under this policy.
- theft by a tenant
- deliberate or intentional acts by a tenant
- mechanical or electrical breakdown other than an electric motor burning out, unless the breakdown results in loss or damage to your buildings or contents
- jetties, wharves, bridges, moorings or pontoons for damage by flood.

## Additional things we will pay for when you have insured your buildings

If you have cover for your buildings, the following will be paid in addition to the sum insured as listed on your schedule.

We will pay these costs when they relate to loss or damage caused by or arising from accidental loss or accidental damage that is covered by this policy:

- if you are unable to live in your buildings after loss or damage has occurred, we will pay for you to rent another property. We will pay an amount equal to the amount that your buildings could have been rented out for each week if the loss or damage had not occurred.

We will also pay the costs of alternative accommodation for your pets.

We will pay these costs for up to 12 months. The most we will pay for these costs is 20 per cent of your buildings sum insured, as listed on your schedule.

We will only pay these costs if your buildings are unable to be lived in after loss or damage has occurred.

We will reduce the amount we pay you, or stop paying you, **if**:

- you receive any payment for rent from another source, **or**
- you do not need to rent another property.
- if you are unable to live in your buildings after loss or damage has occurred, we will pay for additional living expenses up to \$1000.
- We will pay to make modifications to your buildings if you are injured as a result of loss or damage to your buildings. We will only pay for modifications if the injury results in permanent paraplegia or permanent quadriplegia and the modifications are required for you to continue to live at the situation. The most we will pay is \$25,000.
- We will pay your legal costs to discharge your mortgage if your claim is for a total loss.
- We will pay to replace the Certificate of Title to your situation if it is destroyed or damaged.
- We will pay the reasonable costs of demolishing and removing and disposing of any buildings debris when damage or loss occurs.

- We will pay the reasonable costs of architects, surveyors and engineers and also pay any legal fees that arise from reinstating your buildings when loss or damage occurs.
- If a key to an external door lock of your buildings or a key to an external window lock of your buildings, is stolen, lost or you have reason to believe that they have been duplicated, we will pay the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item. We will consider the individual circumstances in deciding which one we will do.
- We will cover your trees, plants, shrubs or lawns for loss or damage by an insured event other than storm. We will pay to replace your trees, plants, shrubs or lawns. We will not pay for loss or damage caused by a weather-related event.
- If we agree to pay you for loss or damage to your buildings, we will increase your sum insured for your buildings by the amount the Consumer Price Index (all groups) has increased since you took out your policy or last renewed it.
- You are fully insured again for your buildings for the amount shown in your schedule following a claim unless your claim is for a total loss. If your claim is for a total loss and we pay you the sum insured, then the cover for your buildings will end, however liability cover will remain in force until the expiry date of the policy.

Liability cover in relation to your buildings formerly occupied by you will continue beyond the expiry date of your policy until the earliest of:

- any construction commencing at the situation
  - the sale of the situation or any part of it
  - another policy that includes liability cover being taken out in relation to the situation
  - the commencement of construction of a building to replace the insured building at another situation, **or**
  - six months from the date of the damage that caused the total loss.
- We will pay up to an additional 30 per cent of the buildings sum insured if your buildings are damaged as a result of an event that the government declares a catastrophe or emergency.

We will only do this **if**:

- your buildings are considered by us to be a total loss
- the increased cost to rebuild or repair your buildings was caused solely by the event that the government declares a catastrophe or emergency
- the cost to rebuild or repair your buildings is greater than your buildings sum insured, **and**
- you rebuild or repair your buildings at the situation.

We will not pay the cost necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your buildings at the situation.

- This benefit is only payable for additional building costs that have been caused as a result of increased demand on building material and labour costs by the catastrophe or emergency. This benefit will not provide any shortfall caused in your rebuilding costs if you have under insured your building.

**Example (does not include costs necessary to meet the requirements of any statutory authority)**

<b>Your building sum Insured</b>	\$200,000
<b>Cost to rebuild your building immediately prior to event</b>	\$250,000
<b>Cost to rebuild your building immediately after the event</b>	\$270,000
<b>Benefit payable</b>	\$20,000

- We will pay the costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing the buildings at the situation. We will not pay any costs which resulted from any notice which a statutory authority served on you before loss or damage to your buildings occurred. The most we will pay in any one period of insurance is \$25,000
- This benefit does not apply to the increased cost to rebuild or repair your buildings caused solely by an event that the government declares a catastrophe or emergency
- If this policy insures your building, which is your primary residence, we will pay up to \$2,000 in any one period of insurance if your unfixed building materials are lost or damaged at the situation 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 building at the situation. (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 part of the building where those items are not visible from the outside of the building.

If you have cover for your buildings and you have entered a contract to sell your home, we will extend your buildings cover under the policy to the purchaser from when the purchaser becomes liable for any damage to the home until the contract is settled or terminated, or until the purchaser insures the home, whichever happens first.

## **Additional things we will pay for when you have insured your contents**

If you have cover for your contents, the following will be paid in addition to the sum insured as listed on your schedule. We will pay these costs when they relate to loss or damage caused by or arising from accidental loss or accidental damage that is covered by this policy.

- We will pay to reinstate, reproduce or restore your documents if they are damaged while contained at the situation or in a bank vault. This includes the information contained on the documents.
- If any of your credit, debit or stored value cards are fraudulently used after they are lost or stolen or are fraudulently used on the internet, we will pay up to \$7,500 in total to the financial institutions that issued them. We do not pay if you have not complied with the financial institutions' requirements, and your non-compliance caused or contributed to the loss.
- We will pay the reasonable costs of alternative accommodation. We will pay these costs for up to 12 months. The most we will pay for these costs is 20 per cent of your contents sum insured, as listed on your schedule. We will only pay for these costs when, and only for the period for which, you are unable to live at your situation after loss or damage has occurred.

We will reduce the amount we pay you, or stop paying you, **if**:

- we pay you for rent following damage to your buildings
- you receive any payment for rent or accommodation from another source
- you do not need to pay for alternative accommodation.

- We will pay additional living expenses up to \$1,000, only for the period for which you are unable to live at your situation after loss or damage has occurred.
- If you are unable to live at your situation after loss or damage has occurred, we will pay the reasonable costs to remove and store your contents while your situation is being repaired. We will pay this for up to 12 months.

We will also cover your contents while they are in storage. We will only pay for this when you are unable to live at your situation.

- If guests, employees, exchange students or visitors to your situation bring their own contents with them, we will regard those contents as belonging to you. The most we will pay is \$5,000 if these contents are lost or damaged. This cover is subject to the list of contents items and limits shown on pages 26–28, under ‘What are your contents’.
- We will not pay if these contents are already insured under another policy entered into by a third party or by a policy required by law.
- If money or negotiable instruments belonging to guests, employees, exchange students or visitors are lost or damaged, we will regard that money or negotiable instruments as belonging to you. The most we will pay is \$1,500. We will not pay if the money or negotiable instruments are already insured under another policy by entered into by a third party or by a policy required by law.
- We will cover your contents for loss or damage while they are in a commercial storage facility in Australia up to the total contents sum insured, as listed on your schedule. However, we will not cover jewellery, money or negotiable instruments.

You must tell us that your contents are in a commercial storage facility before they are put into storage and we must have agreed to cover them. An additional premium may apply for contents in a commercial storage facility.

If we agree to cover your contents in a commercial storage facility, it will be listed on your schedule.

- We will cover your contents for loss or damage while they are being transported by a vehicle to your situation, a new situation or to a commercial storage facility within Australia, up to the contents sum insured as shown on your schedule, during your period of insurance.

We will only cover your contents if there is a theft following violent or forcible entry, or loss or damage occurs as a result of fire, collision or overturning of the vehicle that is transporting your contents.

We will not cover loss or damage:

- to glassware, crystal, crockery mirrors or china, **or**
- caused by denting, scratching, chipping or bruising.
- If a key to an external door lock of your buildings, or a key to an external window lock of your buildings, is stolen or lost, or you have reason to believe that they have been duplicated, we will pay the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item. We will consider the individual circumstance in deciding which one we will do
- We will pay the reasonable costs of removing any contents debris when damage or loss occurs.
- We will pay the reasonable costs you have to pay a security firm to attend your situation in response to your monitored burglar alarm system. We will only pay these costs when there is:
  - a burglary
  - an attempted burglary.

We will not pay these costs when there is:

- a false alarm
- no evidence of an attempted burglary.

The most we will pay is \$2,500.

- If we agree to pay you for loss or damage to your contents, we will increase your sum insured for your contents by the amount the Consumer Price Index (all groups) has increased since you took out your policy or last renewed it. This increase does not apply to any special contents you have insured.
- You are fully insured again for your contents for the amount shown in your schedule following a claim unless your claim is for a total loss. If your claim is for a total loss and we pay you the sum insured then the cover for your contents will be reinstated to \$5,000 to provide cover for replacement contents. However, cover for your contents will end after 3 months from the date of the damage that caused the total loss.

- If this policy insures your contents in your primary residence and your identity is stolen by someone knowingly using your personal details without lawful authority for fraudulent use and/or financial gain, we will pay up to \$5,000 per period of insurance for your costs and expenses incurred to restore your identity from its unauthorised use. Our liability under this additional benefit is limited to:
  - legal expenses for defence against a business or its collection agency from which goods or services have been purchased fraudulently
  - legal expenses for removal of any wrongfully recorded civil or criminal prosecutions or to challenge consequent incorrect information available on your consumer credit report
  - loss of wages up to \$2,000 per week up to \$5,000 in total; that would have been earned but were not, solely because it was necessary for you to rectify records in relation to your true name or identity
  - loan application fees incurred as a result of re-applying for loans because you have been allotted incorrect credit information due to fraud
  - costs for notarising affidavits, telephone calls and certified mail expenses to law enforcement and/or financial institutions
  - reasonable legal fees and court costs, if incurred with our approval.

We will not pay any claim where the identity theft is caused by:

- you or your collusion
- your family or their collusion
- an ex-partner
- someone who normally lives with you

or arises out of:

- you or your family committing an illegal or dishonest act
- you breaching any security requirements or conditions imposed by any financial institution, such as in relation to your password or personal identification number or personal access number
- business interruption in relation to any business.

Claims are only payable under this additional benefit if:

- you are an Australian resident

- the identity fraud occurs within Australia, **and**
- all losses and expenses are incurred within Australia.

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

## **Additional things we will pay for when you have insured your buildings and/or contents**

If you have cover for your buildings and/or contents, or both, the following will be paid in addition to the sum insured. If you have insured your buildings and contents, we will only pay once for an event.

- We will pay the professional costs for the removal of tree stumps, fallen trees and branches and the associated disposal costs necessarily incurred in order to repair or replace insured damage caused to your buildings and contents by storm damage that we have agreed to cover. We will also pay for the removal of trees and branches from the situation if they have caused damage to landscaped gardens. We will also pay up to \$5,000 for each claim for the costs for removal and disposal of fallen trees and tree stumps incurred as a result of storm but we will not pay unless the costs exceed \$500.
- We will pay for the fees that you must pay to an accountant when your personal financial affairs are audited by the Federal Commissioner of Taxation. You must advise us of any such audit prior to the fees being incurred. The most we will pay during any one period of insurance is \$5,000. We will not pay claims for:
  - any audit that relates to a criminal prosecution
  - fees where the final assessment of your taxable income for the period being audited is 20 per cent, or more, higher than your original declaration
  - fees for work performed outside the time limits allowed by the Federal Commissioner of Taxation
  - any fines, penalties or adjustments of taxation.
- We will pay up to \$1,000 for veterinary expenses if your pet is injured or killed as a result of a road accident, fire, lightning, earthquake, burglary or attempted burglary.

- We will pay reasonable expenses to protect your buildings or contents from further damage following insured damage we have agreed to cover.
- We will pay up to \$500 for the reasonable costs you have to pay the fire brigade or a similar authorised organisation to attend and protect your buildings or contents against an actual fire or other emergency.
- If you cannot live at the situation because a government authority denies you access, we will pay any increase in your living expenses that is necessary and reasonable to maintain your normal standard of living for up to 60 days. We will not cover loss due to cancellation of a lease or agreement.
- 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 a physical injury caused by an accident within the buildings at the situation, 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.

- If you or a member of your family require counselling as a direct result of fire or theft at the situation, we will pay you up to \$1,000 for each claim for counselling. The most we will pay is \$2,000.
- We will pay legal costs and expenses you are liable to pay following legal proceedings brought by you, or against you, in Australia.
- You must advise us of any legal proceedings brought by you, or against you. We will only pay in relation to legal proceedings notified to us during the period of insurance shown on your current schedule. We will only pay the legal costs and expenses incurred with our prior written consent. The most we will pay during any one period of insurance is \$5,000.
- We will not pay legal costs and expenses relating to:
  - spouse or partner disputes including, but not limited to, divorce, child maintenance, or custody and property disputes

- claims for death, bodily injury to, or disease of, any person
- claims where cover is available under a standard form of motor vehicle, house owners or householders, motorcycle, caravan or boat insurance
- any criminal charge or prosecution brought against you
- any alleged or actual road traffic offence or boating offence committed by you
- any matter arising out of your business or profession
- any matter arising out of an incident where there is insurance required by law that provides cover for your liability, or it was available to you, and you did not take it out
- any award of damages made against you
- any penalties, fines or awards of aggravated, exemplary or punitive damages made against you.

## What are buildings

- residential buildings you live in including any professional offices or surgeries in those buildings
- domestic outbuildings
- fixed coverings to walls, floors and ceilings. These do not include fixed carpets, curtains or internal blinds unless you are the contracting seller or purchaser in which case these items will be deemed buildings until settlement
- infrastructure for services, including infrastructure for the supply of electricity, gas, water, the internet and telephone
- items built in, or fixed to, or on, the buildings
- blinds or awnings on the outside of the buildings
- landscaping, paved terraces, paved pathways and paved driveways, retaining walls, fences and gates entirely or partly on the site
- jetties, wharfs, pontoons and moorings used for domestic purposes
- anything permanently built, permanently constructed or permanently installed on your property for domestic purposes, including inground swimming pools.

## What are not buildings

- property that a tenant is liable for under the terms of a rental agreement
- plants, shrubs, trees or grass except as provided for under 'Additional things we will pay for when you have insured your buildings'
- lawns
- loose or compacted soil, gravel, pebbles, rocks or sand
- dams.

## What are contents

- household goods that are not used for earning income
- goods that you use for earning your income while they are at your situation. You would normally receive a taxation deduction for these

We will pay up to \$7,500 in total for these items. This does not include office and surgery equipment.

- office and surgery equipment that you use for earning your income while it is at your situation. You would normally receive a taxation deduction for these
- carpets, curtains and internal blinds
- furniture and furnishings that are not built in
- portable domestic appliances that are not built in
- swimming pools, saunas and spas that are not permanently installed
- accessories for any swimming pools, saunas or spas
- clothing and personal effects
- valuable items:
  - jewellery and watches
  - items that contain gold or silver (this does not include items thinly covered with gold or silver)
  - collections of stamps, money or medals.

We will pay up to 25 per cent in total of the contents sum insured listed on your schedule for valuable items. The most we will pay for any one item, pair, set or collection of valuable items is \$10,000.

You can increase the level of cover for valuable items and add items as special valuable items by choosing additional cover for valuable items under Section 2.

- items thinly covered with gold or silver that are not jewellery or watches
- paintings and prints, tapestries, Persian or similar rugs, antiques and any other works of art
- projectors and screens
- equipment for developing and enlarging photographs
- processed film, slides and prints. We will only pay the value of these items as unprocessed material, and the cost of processing them. However, if they were processed when you purchased them, we will pay the cost of replacement. We will not pay the costs of recreating any event
- tapes, cassettes, cartridges and discs, including computer software. We will only pay the value of these items when blank, unless they were pre-recorded when you purchased them
- data stored on any computer, computer disk or computer tape (including the cost of restoring the data). We will pay up to \$2,000 in total for this
- money and negotiable instruments. We will pay up to \$1,500 in total for these
- accessories and spare parts for the following: motor vehicles, motorcycles, caravans, trailers, watercraft, golf buggies, ride-on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis and canoes

We will pay up to \$2,000 per item and \$4,000 in total for these items. We will not pay if the accessories and spare parts are in, or on, motor vehicles, motorcycles, caravans, trailers, watercraft, golf buggies, ride-on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis and canoes

- landlords' fixtures and fittings that you are liable for under the terms of a rental agreement. We will not cover these fixtures and fittings if the body corporate has insured them
- fixtures and fittings that you have installed for your own use if you are a tenant, or the owner of a strata title unit. We will not cover these fixtures and fittings if the body corporate has insured them

- watercraft no more than four metres long and which do not require registration under state or territory legislation
- motorised golf buggies, mobility scooters, ride-on mowers, wheelchairs and motorcycles up to 125cc engine capacity and which do not require registration
- surfboards, sailboards, surf skis, kayaks and canoes
- special contents which are listed on your schedule.

## **What are not your contents**

- unset precious and semi-precious stones
- plants and trees growing outdoors. This does not include plants and trees growing in pots or tubs
- animals, including birds and fish
- pedal cycles while they are in use for competitive racing or pacemaking
- equipment for taking photographs, including accessories and unprocessed film while they are being used to earn an income
- sporting equipment while it is being used
- motorcycles requiring registration
- motor vehicles, motorcycles exceeding 125cc engine capacity, motorised go-karts, caravans, trailers or aircraft other than model or toy aircraft
- motorcycles while they are used for competitive racing or pacemaking
- watercraft more than four metres long
- watercraft less than four metres long that require registration under state or territory legislation
- jet skis.

## **Moving your contents to a new situation**

If you are moving permanently to a new situation within Australia, we will cover your contents at the situation shown on your schedule and at your new situation. The most we will pay in total is the sum insured shown on your schedule. We will only cover your contents at your new situation for 45 days. This cover will commence from when you first start to move your contents to your new situation. We do not provide cover for your contents while they are being moved unless we have agreed to cover them under 'Additional

things we will pay for when you have insured your contents'. You must tell us that you are permanently moving your contents to a new situation within 45 days from the day you first start to move.

## Cover for your contents away from your situation

Your contents are covered while they are away from your situation anywhere in Australia or New Zealand whilst temporarily removed or in the rest of the world for up to 100 consecutive days.

Your contents are not covered if they:

- are on the way to, or from, or in, commercial storage, unless we have agreed to cover them under 'Additional things we will pay for when you have insured your contents'
- are in transit during a permanent removal, unless we have agreed to cover them under 'Additional things we will pay for when you have insured your contents'.
- have been removed permanently from your situation other than:
  - sporting equipment that is stored within a club room
  - contents stored in a bank safe deposit box
  - personal belongings including sporting equipment whilst you are away from home attending school, college or university.

The following contents items are not covered while away from your situation:

- accessories and spare parts for the following: motor vehicles, motorcycles, mini-bikes, caravans, trailers, watercraft, golf buggies, mobility scooters, ride-on mowers, wheelchairs, surfboards, sailboards, surf skis and canoes if they are in a tent, vehicle, watercraft, aircraft or in the open air. Open air includes non-lockable structures and non-lockable parts of structures not at the situation
- goods that you use for earning your income
- office and surgery equipment that you use for earning your income.

# Paying claims

## Excesses that apply when you make a claim

An 'excess' is your contribution towards the cost of a claim. We will tell you if you need to pay an excess.

In most instances you can select, at the time of your enquiry or application for insurance, the amount of the excess you wish to pay should you make a claim. When you select a higher excess amount we will normally reduce the amount of the premium you will have to pay.

We take into consideration a number of factors in setting the amount of the excess. These include factors relating to the type of property being insured, where the property is located, the type of construction and your previous insurance and claims history.

At the time of your enquiry or application for insurance, the amount of the excess will be advised to you.

For each claim for your buildings or your contents, we will reduce the amount we pay you for your claim by the amount of the excess. The amount of your excess is shown on your schedule.

Your excess will be increased by \$250 for any claim for damage or loss arising from an earthquake or tsunami. This loss or damage must occur within 72 hours of the earthquake.

When a claim is paid for loss or damage to your buildings and your contents, the excess amount will only be applied once. You will not be required to pay any excess in the event that your building or contents are a total loss.

When a claim is paid under 'Additional things we will pay for when you have insured your buildings' only, 'Additional things we will pay for when you have insured your contents' only, or 'Additional things we will pay for when you have insured your buildings and/or contents' only, your excess will not apply. Sums insured, limits and sub-limits of liability shall apply in addition to, and shall not be reduced by, the amount of any applicable excess.

## The most we will pay for your buildings or your contents

The most we will pay for any claim for your buildings or your contents is the sum insured shown on your schedule. This does not apply to amounts payable under 'Additional things we will pay for when you have insured your buildings', or 'Additional things we will pay for when you have insured your contents', or 'Additional things we will pay for when you have insured your buildings and/or contents'.

There are some contents items that we will only cover up to a certain amount. See 'What are your contents' on pages 26–28 for details of these contents items and the amounts we will pay.

## How we pay a claim for your buildings

### When your schedule shows 'including replacement benefit'

When loss or damage occurs to your buildings, we will pay the cost of rebuilding your buildings or repairing the damaged portions to the same condition as when they were new. We will only do this when your schedule shows 'including replacement benefit'.

We will also pay any additional costs required for your buildings to comply with government or local authority bylaws. We will not pay these additional costs if you were required to comply with these bylaws, and had not done so, before the loss or damage occurred.

Rebuilding or repairing your buildings must commence within six months of the loss or damage occurring, otherwise we will not pay any additional costs caused by any delay caused by you or any builder or supplier you engage or appoint for the repair or rebuilding work. If it does not commence within six months, we will do one of the following:

- reinstate or repair your buildings to the condition they were in just before the loss or damage occurred
- pay you the cost of reinstating or repairing your buildings to the condition they were in just before the loss or damage occurred.

- pay you the value of the land and your buildings just before the loss or damage occurred. We will reduce this payment by the value of your land and your buildings after the loss or damage occurred.

Our choice will have regard to the circumstances of your claim and consider any preference you may have.

We will pay for the damaged portions of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the damage occurred.

We will only repair the damaged part(s) of your buildings. We do not pay for materials to match the undamaged parts of your buildings to create a uniform appearance. In the event of repairs, we will make a fair and reasonable attempt to match the repairs to undamaged areas using the closest match available. If you are not satisfied with the closest match, you are able to:

- pay the extra cost of repairing undamaged areas to achieve a matching appearance, or
- we will pay you what it would have cost us to repair the damaged area provided that cost is available to or actionable by you.

If the damage was caused by liquid that escaped from a bath, basin, sauna, spa, shower base or shower wall, we will pay the costs to repair your buildings. We will not pay the costs to repair or replace the bath, basin, sauna, spa, shower base or shower wall.

## **How we calculate the amount if we choose to “pay you”**

If your building is repairable, in some circumstances we will choose to settle your claim by deciding to pay you. We will pay you the reasonable costs of what it would cost us, provided that cost is available to or actionable by you.

## **What are some examples of when we do this?**

- when you decide not to repair or rebuild your home,
- if you don't start repairing or rebuilding your home within 6 months of the loss or damage, or within any longer period we agree to in writing,
- if not all the damage to your building is covered by this policy – you can find examples of these under “What we will not pay for” in this policy,

- your building may have had some damage that existed prior to the event you are claiming for,
- your building cannot be repaired until other work that is required to be done by you is completed, or
- when it is the only way to settle your claim.

## Calculation of the amount

- We may ask you to obtain a quote or we will obtain a quote for the repairs from our builder or repairer.
- If we obtain the quote we will provide you with details of the work that has been included:
  - this will be detailed in the quote, or
  - for larger claims we may include a scope of works.
- We will confirm that the builder who has provided the quote is prepared to undertake the work – provided you have completed any work that is required to be done by you first.
- The amount we will pay you will not be more than the buildings sum insured.

## When your schedule does not show 'including replacement benefit'

When loss or damage occurs to your buildings and your schedule does not show 'including replacement benefit', we will do one of the following:

- reinstate or repair your buildings to the condition they were in just before the loss or damage occurred
- pay you the cost of reinstating or repairing your buildings to the condition they were in just before the loss or damage occurred
- pay you the value of the land and your buildings just before the loss or damage occurred. We will reduce this payment by the value of your land and your buildings after the loss or damage occurred.

Our choice will have regard to the circumstances of your claim and consider any preference you may have.

We will pay for the damaged portions of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the damage occurred.

We will only repair the damaged part(s) of your buildings. We do not pay for materials to match the undamaged parts of your buildings to create a uniform appearance. In the event of repairs, we will make a fair and reasonable attempt to match the repairs to undamaged areas using the closest match available. If you are not satisfied with the closest match, you are able to:

- pay the extra cost of repairing undamaged areas to achieve a matching appearance, or
- we will pay you what it would have cost us to repair the damaged area provided that cost is available to or actionable by you.

If the damage was caused by liquid that escaped from a bath, basin, sauna, spa, shower base or shower wall, we will pay the costs to repair your buildings. We will not pay the costs to repair or replace the bath, basin, sauna, spa, shower base or shower wall.

## How we pay a claim for your contents

When loss or damage occurs to any of your contents items, we will do one of the following:

- replace the item with the nearest equivalent new item
- repair the item to the condition it was in when new
- pay you the cost of replacement or repair.

Our choice will have regard to the circumstances of your claim and consider any preference you may have.

We will pay the cost of replacement for:

- carpets
- wall, floor and ceiling coverings, **and**
- internal blinds and curtains

only in the room, hall or passage where the loss or damage occurred.

When an item is part of a pair, set, system or collection, we will only pay for the value of the item itself. The most we will pay is the value that the item has as a proportion of the combined pair, set, system or collection.

Where the loss or damage to an item that forms part of a pair or set results in the pair or set being completely inoperable, or if any replacement part does not function to enable operation with the remaining item/s in the pair or

set, then we will pay you the cost to replace the entire pair or set. For example, where a single hearing aid is lost or damaged and a single replacement will not enable the pair to operate, we will replace both hearing aids.

If a claim relates to replacement of lost or damaged refrigerators, freezers, washing machines, clothes dryers and dishwashers, with less than a 3 Star Energy Rating, we will replace these items with items that have a minimum 3 Star Energy Rating.

## **How we calculate the amount if we choose to “pay you”**

In some circumstances we will choose to settle your claim by deciding to pay you. We will pay you the reasonable costs of what it would cost us to repair or replace the items provided the cost is available to or actionable by you.

## **What are some examples of when we do this?**

This may occur when the other settlement types under “Contents” are unable to be used or when it is the only way to settle your claim.

## **Calculation of the amount**

If we choose to settle your contents claim by paying you the reasonable cost to repair or replace the items we will calculate this amount in the following way.

- If it was based on the cost to replace the item included as part of your claim:
  - We will agree with you the appropriate replacement item to settle your claim
  - We may ask you to obtain a quote or we will obtain a quote from our supplier to replace the item and supply it to you
  - We will use the quoted amount as the basis of the settlement
  - The amount we pay you will not be more than contents sum insured in total and the maximum amount per item, set, pair, collection or system, as relevant.
- If it was based on the cost to repair the item included as part of your claim:
  - We will agree with you the repairs covered by your policy that are required to settle your claim

- We will obtain a quote from our supplier or repairer to repair the item for you
- The quote will include the details of the repairs required
- We will use the quoted amount as the basis of the settlement
- The amount we pay you will not be more than contents sum insured in total and the maximum amount per item, set, pair, collection or system, as relevant.

## Your liability cover

### What you are covered for

- If your policy covers your buildings, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:

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

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

For this liability cover only, your buildings include land, trees, shrubs and other plant life.

- If your policy covers your contents and you live in a rented building, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:

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

resulting from an occurrence during the period of insurance arising out of the ownership of your contents or occupancy of the building. This does not include any amount you have to pay because you are the owner of your buildings.

- If your policy covers your contents and you own part of a building that is a strata titled residence, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:
  - the death of, or personal injury to, any person

- the loss of, or damage to, property

resulting from an occurrence during the period of insurance arising out of the ownership of your contents or occupancy of the part of the building you own.

- If your policy covers your contents, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:

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

resulting from an occurrence during the period of insurance anywhere in the world. This does not include any amount you have to pay because you are the owner or occupier of your buildings.

## Definitions for your liability cover

'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 and/or resultant death.

'Damage to property' means physical injury to or destruction of tangible property, and resulting 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.

'Occurrence' means:

- a single incident that is not intended or expected
- a series of incidents or continuous or repeated exposure to substantially the same general conditions, which:
  - are not intended or expected, **and**

- have the same cause, **or**
- are attributable to the same source.

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.

## Limit of your liability cover

The most we will cover for any liability claim is \$20,000,000 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.

## Additional benefits

If your policy covers your buildings or contents, or both, your liability cover includes the following additional benefits:

### Defence costs

In addition to the limit of your liability cover, if we agree you are entitled to liability cover under this policy in respect of an occurrence, we will also pay legal costs incurred with our consent to defend the claim.

### 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 \$250 per day but excluding the first day, and up to a total of \$5,000 in any one period of insurance for proven income loss. We will only reimburse income loss for days on which you are not able to conduct any income-earning activity whatsoever.

If you are:

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

In each case, the amount of your income will be averaged over the 12 months immediately preceding our request or such shorter period during which you have been so engaged. You will be required to provide any documentation, records, correspondence or other information that we request in support of any claim for lost income. We will only request information relevant to supporting your claim and will explain why the information is required.

If your policy covers your contents, your liability cover also includes the following additional benefits:

### **Motor vehicle liability**

We will cover you against any claim for compensation or expenses which you become legally liable to pay resulting from an occurrence that occurs during your period of insurance for:

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

arising from the ownership, custody, or use of any vehicle not required to be registered by law including:

- motorcycles up to 125cc capacity
- mobility scooters
- golf buggies
- ride-on mowers
- any motorised wheelchair
- any domestic trailer not attached to any vehicle.

We also insure you against any claim for compensation or expenses you become legally liable to pay for:

- the death of, or personal injury to, any person caused by you solely as a result of you being a passenger in a registered vehicle if the occurrence causing the death or personal injury occurs during your period of insurance
- the death of, or personal injury to, any person arising from the ownership, custody, or use of any registered vehicle if the occurrence causing the death or personal injury takes place at the situation and occurs during your period of insurance.

The most we will pay for all claims arising out of any one occurrence under this additional benefit is \$20,000,000.

In addition to the limit of your liability cover, if we agree you are entitled to liability cover under this additional benefit in respect of an occurrence, we will also pay legal costs incurred with our consent to defend the claim.

### **We do not cover you**

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

### **Committee members/sporting or social clubs/ community organisations**

We cover you for any claim made against you for compensation or expenses which you become legally liable in Australia to pay following an alleged or actual act or omission. We will only pay for your liability in connection with your position as a committee member of a sporting or social club or community organisation. We will not cover you if you receive more than \$1,000 per year for holding this position.

The claim must be made against you within the period of insurance stated in the schedule. The most we will pay under this additional benefit, including legal costs, during any one period of insurance, is \$10,000.

### **What you are not covered for**

These exclusions apply to your liability cover and additional benefits.

We will not cover any liability arising from:

- use of a motor vehicle, motorcycle, mini-bike, aircraft or watercraft, however we will cover liability that:
  - arises from the ownership, custody or use of any:
    - model or toy aircraft
    - surfboard, sailboard or surf ski

- watercraft no more than four metres long and that do not require registration under state or territory legislation. This does not include jet skis.
- we cover under 'Additional benefits – Motor vehicle liability'.
- use of a caravan or trailer when the caravan or trailer is attached to a motor vehicle or motorcycle
- any agreement or contract you enter into. We will pay for your liability if you would have been liable without the agreement or contract
- the use, removal of or exposure to any asbestos product or products containing asbestos
- gaining a personal profit or advantage that is illegal
- a conflict of duty or interest
- any act or omission that is dishonest, fraudulent, criminal, wilful or malicious
- any loss that can be reimbursed by your sporting or social club or community organisation
- any alleged or actual act or omission committed, or alleged to have been committed, prior to the commencement of the policy
- any disease that is transmitted by you, or any member of your family who normally lives with you
- any business, profession, trade or occupation carried on by you. This does not include being a committee member of a sporting or social club or community organisation provided that you do not receive more than \$1,000 per year for holding this position
- alterations, repairs, renovations or additions to your buildings that cost more than \$100,000.

We will not cover any:

- penalties, fines or awards of aggravated, exemplary or punitive damages made against you
- personal injury to you, or any member of your family who normally lives with you, or any other person who normally lives with you
- personal injury to any person you employ and that injury arises from their employment with you

- damage to or loss of property that belongs to you, or any member of your family who normally lives with you, or any other person who normally lives with you
- damage to or loss of property that belongs to any person you employ and that damage or loss arises from their employment with you.

The general exclusions that apply to Section 1 and Section 2 on pages 45 and 46 also apply to your liability cover and additional benefits.

## **Strata Title Mortgagee Protection**

This section of the policy only applies when your schedule shows that you have requested cover for mortgagee protection. It applies when you own part of a building that has been subdivided, usually into strata title units, and you have a mortgage on that part of the building.

We will cover the part of the building that you own for loss or damage on the same basis as set out in 'Section 1 – Buildings and contents'.

We will pay up to the amount you owe on your mortgage but no more than the buildings sum insured shown on your schedule. We will pay this to your mortgagee when you are required to pay your mortgage in full following a loss. We will only pay this when the body corporate has not insured the buildings or it has not insured the buildings for damage that you can claim for under this policy.

# Section 2

## Valuable Items

This section of the policy only applies when your schedule shows that you have requested cover for valuable items.

Contents are automatically covered whilst temporarily removed in accordance with 'Cover for your contents away from your situation' on page 29 however limits apply. If cover for higher amounts is required, please select this cover.

### **What are valuable items**

- jewellery and watches

- items that contain gold or silver (this does not include items thinly covered with gold or silver)
- collections of stamps, money or medals
- special valuable and personal items which are listed on your schedule.

## What are not valuable items

- unset precious and semi-precious stones
- items thinly covered with gold or silver
- motor vehicles, motorcycles, caravans, trailers, aircraft, or accessories or spare parts of any of these items
- watercraft more than four metres long
- watercraft less than four metres long that require registration under state or territory legislation
- personal water craft (for example, jet skis).

## When we will pay

Your valuable items are covered for accidental loss or damage, provided that the accidental loss or accidental damage happens within Australia or New Zealand. You only have cover for accidental loss or accidental damage that happens outside of Australia and New Zealand if the loss or damage occurs within 90 consecutive days after you leave Australia.

## When we will not pay

We will not pay if the accidental loss or accidental damage is caused by the following:

- rust, corrosion, gradual deterioration, depreciation, wear or tear
- a defect in the item
- rats, mice or insects
- processes of cleaning involving the use of chemicals other than domestic household chemicals
- mechanical or electrical breakdown other than an electric motor burning out. We will pay for any resultant damage following mechanical or electrical breakdown.

# Paying claims

## How we pay a claim for a valuable item

When accidental loss or accidental damage occurs to a valuable item, we will do one of the following:

- replace the item with the nearest equivalent new item
- repair the item to the condition it was in when new
- pay you the cost of replacement or repair.

Our choice will have regard to the circumstances of your claim and consider any preference you may have.

When a valuable item is part of a pair, set, system or collection, we will only pay the value of the item itself. The most we will pay is the value that the item has as a proportion of the combined pair, set, system or collection.

Where the loss or damage to an item that forms part of a pair or set results in the pair or set being completely inoperable, or if any replacement part does not function to enable operation with the remaining item/s in the pair or set, then we will pay you the cost to replace the entire pair or set. For example, where a single hearing aid is lost or damaged and a single replacement will not enable the pair to operate, we will replace both hearing aids.

We will reduce any payment for loss of, or damage to, an item under this section by the amount we pay you for the same item under your contents cover.

## Policy excess

For each claim under this section, we will reduce the amount we pay you for your claim by \$250.

## Limit for valuable items

The most we will pay for any one item, pair, set, collection or system is \$10,000 for valuable items.

You can insure items, pairs, sets, collections or systems that are worth more than the above limit for their actual value as 'special valuable' items.

To do this you must advise us and the items will be listed on your schedule. The most we will pay in total for all valuable items is the amount shown on your schedule.

## What Section 1 and Section 2 of the policy do not cover

We will not pay claims for loss, damage or liability arising from:

- war or warlike activity. War does not have to be declared. We do not provide cover for theft following this
- hostilities, rebellion, insurrection or revolution. We do not provide cover for theft following these events
- contamination by chemical and/or biological agents, which results from an act of terrorism. Terrorism is any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public
- lawful destruction or confiscation of your property
- anything nuclear or radioactive
- damage to a heating element. We will pay for any resultant damage following damage to a heating element
- mildew, atmospheric or climatic conditions
- mould, unless covered by an event covered under this policy
- fungi
- damage, loss or injury that you or anyone acting for you deliberately caused
- storm surge, the action of the sea, tidal wave, high water, or erosion
- landslide or subsidence except as detailed on page 14
- any event that does not occur within the period of insurance
- failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by this policy; however, we will not cover resultant loss or damage to any frozen food, computer equipment or computer software.

# Section 3

## Workers' Compensation

This section of the policy only applies when your schedule shows that you have cover for workers' compensation.

If you have employees, in some circumstances workers' compensation cover is compulsory. If you are unsure, check with your local Workers' Compensation Authority.

We will pay the amount you are liable to pay if a person you employ is injured while working for you. We will only pay if the person is doing domestic work for you. We will not pay if the person is working for you in your business, profession, trade or occupation.

The amount we will pay is subject to the relevant workers' compensation legislation in your state or territory.

Please refer to page 3 under 'Who is the insurer'.

## Policy information

### **When your cover does not apply**

Your cover for your buildings, contents and valuable items will not apply if, for a continuous period of 100 days or more, no one has occupied your buildings, unless the loss or damage results from lightning, thunderbolt, riot and civil commotion, damage directly caused by impact by a vehicle, waterborne craft, space debris, aircraft, rocket, satellite, a branch, tsunami or earthquake. However, we do not insure you against any subsequent resultant damage such as rainwater entering any opening made by impact, or looting subsequent to a riot.

You can ask us to provide cover if your buildings are not going to be occupied for more than 100 days.

If we agree to provide cover, we will advise you in writing.

## You cannot give your rights away

You cannot give anyone else an interest in this policy without our written consent.

## What you are required to do for us

- You must pay us the premium for this insurance.
- You must tell us as soon as reasonably possible of anything that changes the facts or circumstances relating to your insurance.
- You must take reasonable precautions to prevent anything which could result in a claim under this policy.
- You must take reasonable steps to ensure that anyone doing anything on your behalf obeys all relevant laws.
- You must comply with the conditions of this policy.

Failure to do any of these things may affect our decision to continue your insurance cover. The course of action we take when you fail to do any of these things will be considered in each circumstance based on what impact or effect your failure to comply caused or contributed to the claim or our decision to issue your policy.

## Cancelling your policy before the due date

You can cancel this policy at any time. To do this you must tell us in writing. The policy will end when we receive your notification.

We can cancel this policy if you do any of the following:

- make a misleading statement to us when you apply for your insurance
- fail to tell us anything you should tell us when you apply for this policy, renew this policy and when you change or reinstate this policy
- fail to comply with the conditions of this policy
- fail to pay the premium for this insurance
- are not fair and open in your dealings with us
- make a claim during the period of this policy that is not true. The claim does not have to be under this policy and can be with us or another insurance company.

We may cancel this policy if there is a change in the circumstances of the risk during the period of insurance.

If we cancel this policy, we will advise you in writing. To do this, a notice will be delivered or posted to you.

## **Return of premium if your policy is cancelled before the due date**

If your policy is cancelled before the due date:

- we will keep the premium for the period that the policy was in force
- we will return to you the premium for the period from the date the policy ended to the due date of the policy.

## **How the Goods and Services Tax affects your claim**

Where we make a payment under this policy for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you are, or will be, or would have been entitled to under *A New Tax System (Goods and Services Tax) Act 1999* in relation to that acquisition, whether or not that acquisition is actually made.

Where we make a payment under this policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to under *A New Tax System (Goods and Services Tax) Act 1999* had the payment been applied to acquire such goods, services or other supply.

## **The law that applies to this policy**

Any disputes arising from this policy will be determined by the courts, and in accordance with the laws, of the state or territory of Australia where this policy is issued.

## **How to make a claim**

Please contact your nearest CGU Insurance office when something happens that you believe you can claim for.

## **What you must do when you make a claim**

You must make your claim as soon as reasonably possible after you suffer a loss. If you do not make your claim within a reasonable time, we may reduce what we pay you by an amount to take account of any disadvantage we suffer by the delay.

You must also:

- take all reasonable steps to stop any further loss from occurring
- advise the nearest police station if your property is lost or stolen, vandalised or maliciously damaged. We may ask you to give us a written report from the police
- keep the property that has been damaged so we can inspect it, provided it is reasonable and safe to do so
- tell us about any prosecution or inquest that may be held
- send us any document relating to your claim as soon as reasonably possible after receiving the document.

## **What you must not do when you make a claim**

You must not do any of the following:

- repair or replace any damaged property without our consent
- pay, promise to pay, or offer payment, or admit responsibility for a claim.

## **You give us your rights to claim from anyone else**

If you have a right to claim against someone else for a claim you made under this policy, you give us your rights to make that claim. You also give us your rights to conduct, defend or settle any legal action and to act in your name. You must not do anything which prevents us from doing this and you must give us all the information and cooperation that we may reasonably require. We will only request information and cooperation relevant to handling your claim and will explain why this is required.

# Claim payment examples

These claim payment examples show you how a claim settlement may be calculated based on some practical scenarios. Any actual claim settlement amount will depend upon the facts of each case. For the purpose of the scenarios you are not registered for GST.

Claim Example 1	
Policy type	Building Insurance
Buildings sum insured	\$250,000
Excess	\$500
Loss or damage	Storm damage to your roof.
How we settle your claim	<ul style="list-style-type: none"><li>• We arrange for a builder to repair your roof for \$5,000</li><li>• We pay the builder \$4,500</li><li>• We ask you to pay the builder the \$500 excess.</li></ul>

Claim Example 2	
Policy type	Contents Insurance
Contents sum insured	\$100,000
Excess	\$500
Loss or damage	Theft of your television.
How we settle your claim	<ul style="list-style-type: none"><li>• Replacement cost of television is \$2,700</li><li>• We pay the supplier \$2,200</li><li>• We ask you to pay the supplier the \$500 excess.</li></ul>

Claim Example 3	
Policy type	Building and Contents Insurance
Buildings sum insured	\$300,000
Contents sum insured	\$80,000
Excess	\$500

<b>Loss or damage</b>	<ul style="list-style-type: none"> <li>• Your buildings and contents are partially destroyed by fire. <ul style="list-style-type: none"> <li>– We agree that you are unable to live in your buildings and you require alternative accommodation.</li> </ul> </li> </ul>
<b>How we settle your claim</b>	<ul style="list-style-type: none"> <li>• We choose to pay you directly for the damage</li> <li>• We pay you \$47,500 as follows: <ul style="list-style-type: none"> <li>– Building repairs \$30,000</li> <li>– Contents replacement \$8,000</li> <li>– Costs for alternative accommodation \$10,000</li> <li>– Less excess \$500</li> <li>– Total \$47,500.</li> </ul> </li> </ul>

#### Claim Example 4

<b>Policy type</b>	Special Valuables option
<b>Item sum insured</b>	Diamond ring – \$12,000
<b>Excess</b>	\$250
<b>Loss or damage</b>	Your diamond ring is stolen.
<b>How we settle your claim</b>	<ul style="list-style-type: none"> <li>• We arrange for a jeweller to replace your ring for \$12,000.</li> <li>• We pay the jeweller \$11,750.</li> <li>• We ask you to pay the jeweller \$250 excess.</li> </ul>

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