# Home and Contents Insurance Policy

## Product Disclosure Statement - Part A

### General Terms and Conditions

It's Smart to Ask

Aussie

Home Loans
Personal Loans
Insurance

## What Is A Product Disclosure Statement?

This Product Disclosure Statement will assist you to make an informed decision about our insurance product. It consists of two parts, which you should read before making a final decision to purchase:

1) **PART A** contains the general terms and conditions of our policy.
2) PART B contains specific details about the product option/s that you selected.

## If You Have Already Purchased Our Policy:

This Product Disclosure Statement becomes your INSURANCE CONTRACT together with the most recent:

- INSURANCE CERTIFICATE
- YOUR DECLARATIONS
- COVER LETTER

After reading the documents carefully, you should keep them in a safe place for future reference.

## Our Agreement

In return for you meeting your obligations under this agreement, we will give you the protection described in this policy for events which occur during the period of insurance shown on your insurance certificate.

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## Definitions – The Meaning Of Certain Words Used In This Product Disclosure Statement

These words have particular meaning wherever they are used in this PDS. These words and their meaning are defined below.

**accident** - a single occurrence or series of occurrences arising from one event which you did not intend or expect to happen.

**body corporate** – owners' corporation, corporation, strata company or strata corporation of the strata title development applicable to the strata or unit titles legislation which applies in the State or Territory where the property is located.

**collection** - a number of items of common type, appearance or nature which, when considered in their entirety, have a greater value together than the total sum of each item individually.

**contents** - the household goods and personal effects that are owned by you or that you are legally responsible for, that are shown as insured on page 7.

**excess** - is the amount you must pay for each incident if you make a claim, and is deducted from the amount we pay when we settle your claim. The amount and type of excess that applies is shown on your insurance certificate.

**family** - includes your spouse or partner, your children or children of your spouse or partner, your parents and parents-in-law, grandparents, grandchildren, and your brothers and sisters who permanently live with you at your home.

**fixtures** - items that are permanently attached to your home or buildings at the insured address, but not carpets or internal window coverings.

**flood** - the covering of normally dry land by water that has escaped or been released from the normal confines of: any lake, river, creek or other natural watercourse, whether or not altered or modified; or any reservoir, canal, or dam.

**garden retaining wall** - a wall, which is not part of the residential building, designed to hold back or prevent the movement of earth.

**hobby farm** - a tract of land, including house, on which crops or livestock are raised without expectation of being a primary source of income.

**home** - the private residential building at the insured address shown on the insurance certificate, including domestic fixtures and permanent structural improvements that are shown as insured on page 6.

**home office equipment** - office equipment that is used in connection with any business, trade or profession that you conduct from the home.

**household member** - a person who permanently lives with you at your home.

**insured address** - as shown on the insurance certificate.

**insured event** - any of the listed events in Part 1 of this PDS (on pages 8 to 11) against which you are covered for damage, destruction or theft.

**in the open air** - is within the boundaries of the insured address in an area that is not completely enclosed by walls and a roof, or is not able to be locked.

**malicious damage** – damage caused by an unlawful or wrongful act, which was deliberate or intentional in nature.

**personal effects** - are those personal items that belong to you or your family that you might ordinarily take with you outside your home, that are shown as insured on page 24.

**set** - is a pair or group of similar or related items that belong or function together.

**specified contents** - are contents items that are described and have been listed for a sum insured nominated by you as the replacement value. These will appear on the insurance certificate.

**specified personal effects** - are personal effects items that are described and have been listed for a sum insured nominated by you as the replacement value. These will appear on the insurance certificate.

**storm** - is an atmospheric disturbance evidenced by violent wind (including cyclones and tornadoes) that may be accompanied by lightning, rain, hail, snow or dust. Storm is not persistent rain by itself.

**storm surge** - an increase in the sea level caused by weather conditions.

**strata title** - land title which allows for multiple titles to exist on a block of land where the common property is held under a single separate title.

**sum insured** - the amount shown on your insurance certificate.

**tools of trade** - are tools or equipment that are used in connection with any trade or profession that you perform.

**tsunami** - an ocean wave caused by an undersea earthquake or volcanic eruption.

**unoccupied** - no one is eating, sleeping or living in the home.

**we / us / our** - the product issuer named in this document.

**you / your** - the person(s) named as the policyholder on the insurance certificate or family members who permanently live at your home

## Your Duty Of Disclosure

**When you take out this insurance** – before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984.

**What you must tell us when you take out insurance for the first time** – If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions. You have this duty until we agree to insure you.

**When you renew, extend, vary or reinstate your insurance** – If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions. Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change. You have this duty until we agree to renew the contract.

**If you do not tell us** – If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

## General Exclusions And Conditions Of Cover

It is important to understand that insurance policies do not cover every eventuality. You should read your policy and be aware of what is excluded from cover and the conditions to be observed. Please refer to the sections entitled "General Exclusions" (pages 29 to 32) and "Conditions of Cover" (pages 34 to 35).

## Joint Policyholders

If more than one insured are named as the joint policyholders, each gives authority to the other to amend or cancel this policy. We may treat any change requested by one of the joint policy holders as coming from all joint policy holders.

## Sums Insured

You are responsible for determining the sum insured.

This policy provides for rebuilding, repairing or replacing a damaged home or its contents at their replacement value. It is your responsibility to nominate a sum insured that is sufficient to replace them.

For your home this includes any improvements to the home that may contribute to the costs of rebuilding, and any additional costs associated with rebuilding, such as site works and access restrictions. The services of a professional valuer or building contractor may assist you to determine your home rebuilding cost.

For your contents and personal effects it may be appropriate for you to use the services of a dealer or professional valuer for jewellery, collections, art works and the like. Valuations or receipts for purchase of contents and personal effects items should be kept in a safe location, as you will need these if you need to make a claim.

## Automatic Sum Insured Adjustment At Renewal

When your home is insured, we will automatically increase the sum insured shown on your insurance certificate at the end of each period of insurance to allow for an increase in building costs. We will use building industry cost guides as a reference.

When your contents are insured, we will automatically increase the sum insured shown on your insurance certificate at the end of each period of insurance.

You are not required to accept the revised sums insured and can ask us to amend them at any time.

We will not adjust the sums insured for:

- Specified contents items
- Specified personal effects items

You will need to review the value of these items regularly to ensure they are insured for the cost of replacement.

You are encouraged to regularly review your sum insured for home, contents and personal effects, and may alter the sum/s insured at any time during the period of insurance, subject to our acceptance and payment by you of any additional premium we request. This automatic sum insured adjustment at renewal does not replace your responsibility for reviewing the sum insured at renewal.

## Types Of Cover

The insurance certificate shows which of these types of cover you have:

**Home Insurance** covers your residential building, domestic fixtures and permanent structural improvements at the insured address.

**Contents Insurance** covers your household goods and personal effects that you own or are legally responsible for, when these items are in the home at the insured address.

When we insure your home and/or contents, we will provide cover for loss or damage caused by an insured event described on pages 8 to 11, which occurs during the period of insurance.

## Home – What Is Insured

| What we will cover under your home insurance | What we do NOT cover under your home insurance |
|---|---|
| Home is the private residential building at the address shown on the insurance certificate and includes:<br>▸ garages, carports and other domestic outbuildings<br>▸ verandahs, patios, pergolas, permanent decking and gazebos<br>▸ clothes lines, aerials and masts<br>▸ fixed floor coverings such as tiles, linoleum and timber<br>▸ fixtures and fittings connected to gas, electrical, plumbing and sewerage services<br>▸ driveways, paths, paving and garden edges<br>▸ permanently fixed external awnings, blinds or shutters, shade sails or umbrellas<br>▸ walls, gates and fences that form part of the area solely used for domestic purposes<br>▸ swimming pools, spas and saunas that are permanent fixtures at the insured address, including their accessories<br>▸ service pipes and cables that you own or are legally responsible for<br>▸ tennis courts with fixed surface (e.g. hard court)<br>▸ unfixed home building materials and uninstalled home fittings (limit applies)<br>▸ jetties, wharves and pontoons.<br>The limits applying to your policy are shown in Part B. | ▸ fixed or unfixed carpets, including floor rugs<br>▸ internal blinds, curtains and window coverings<br>▸ artificial grass or turf<br>▸ garden retaining walls<br>▸ garden beds, hedges, lawns, plants, shrubs, trees and soil<br>▸ loose surfaces of any driveway, garden bed, pathway, or tennis court<br>▸ aboveground swimming pools, inflatable swimming pools, or portable spas that can be moved from the site, including their accessories<br>▸ a caravan, car, trailer, mobile home, tent, railway or tram carriage, aircraft or watercraft (whether converted and approved for use as a residential dwelling or not)<br>▸ structures established or used for commercial or hobby farming, including agricultural fencing, sheds, tanks and stables or shelters<br>▸ driveways over 50 metres in length<br>▸ fences over 500 metres in length<br>▸ any of your contents. |

## Contents – What Is Insured

| Items we cover under your contents insurance | Items we do NOT cover under your contents insurance |
|---|---|
| Contents are the household goods and personal effects that are owned by you or that you are legally responsible for. Contents include:<br>▸ furniture and furnishings<br>▸ household electrical appliances<br>▸ clothing and personal effects<br>▸ carpets – fixed and unfixed<br>▸ internal blinds, curtains and window coverings<br>▸ fixtures or fittings in a residential flat, home unit, town house or villa owned by you, but which are not legally part of the home for insurance purposes<br>▸ skis<br>▸ tools and gardening equipment, including ride-on mowers<br>▸ aboveground swimming pools, inflatable swimming pools, or portable spas that can be moved from the site, including their accessories<br>▸ potted plants<br>▸ motorised or other wheelchairs and medical equipment.<br>There are limits to the amounts we will pay for certain contents items. The limits applying to your policy are shown in Part B. | ▸ stock used in any business, trade, or profession<br>▸ swimming pools and spas that are permanent fixtures at the insured address, including their accessories<br>▸ uncut and unset gems<br>▸ gold or silver nuggets and ingots<br>▸ travel or other tickets, (including event tickets), or coupons<br>▸ unfixed home building materials and uninstalled home fittings<br>▸ unlicensed or unregistered firearms<br>▸ animals, birds, fish or reptiles<br>▸ artificial grass or turf<br>▸ garden beds, hedges, lawns, plants, shrubs and trees<br>▸ grass, rocks, soil, sand or gravel<br>▸ caravans or trailers, their accessories and/or equipment<br>▸ motorised vehicles, go-karts, golf carts, golf buggies, mini-bikes, trail bikes or watercraft including their accessories and/or equipment<br>▸ aircraft or non-motorised watercraft exceeding 3.5 metres in length<br>▸ any item that is part of your home for insurance purposes. |

## Cover Part 1 – Insured Events

**This section describes the insured events you are covered for, and the conditions and exclusions that specifically apply to each insured event. They should be read with the general exclusions on pages 29 - 32.**

| Insured event | We will NOT cover: |
|---|---|
| **1. Fire** | ⊗ loss or damage caused by scorching or melting when there was heat but no flame, including scorch or burn marks caused by a cigar, cigarette or pipe<br>⊗ loss or damage caused by smoke or soot when the home or contents have not been damaged by fire. |
| **2. Explosion** | ⊗ the cost of repairing or replacing the item that exploded. |
| **3. Theft or attempted theft**<br>You are covered for loss, damage or destruction caused by theft or attempted theft, provided you report the incident to the police. | ⊗ theft or resulting damage caused by you, a household member, or someone who entered the home with your consent or the consent of a household member<br>⊗ theft or resulting damage caused by your tenant, or someone who entered the home with the consent of your tenant unless you have purchased the optional cover Theft/Malicious Damage by Tenants or visitors<br>⊗ theft from any common area, garage or storage area of a residential flat, unit, townhouse, villa or any multi-occupancy dwelling unless there is evidence of forced entry<br>⊗ theft of money, cheques, or other negotiable instruments unless there is visible evidence of violent and forcible entry to the buildings<br>⊗ theft by someone who enters through an unfinished part of your home. |

## Cover Part 1 – Insured Events (continued)

| Insured event | We will NOT cover: |
|---|---|
| **4. Malicious damage, vandalism, riot or civil commotion**<br>You are covered for damage or destruction caused by these events, provided you report the incident to the police. | ⊗ damage caused by a person acting with your consent<br>⊗ damage caused by you, a household member, or someone who entered the home with your consent or the consent of a household member<br>⊗ damage caused by your Tenant or someone who entered the home with your tenants consent unless you have purchased the optional cover Theft/ Malicious Damage by Tenants or visitors<br>⊗ damage caused during building, additions, renovation or alteration work. |
| **5. Accidental breakage of glass, ceramic and sanitary fixtures**<br>When your home is insured, this includes:<br>✓ ceramic cooktop or oven door<br>✓ fixed glass in any window, door, sky-light, shower screen, balcony or pool fence, solar heating panel or any fixed glass panel<br>✓ glass in a fixed light fitting (but not light globes)<br>✓ sinks, basins, baths, toilets, bidets and ceramic shower bases.<br>When your contents are insured, this includes:<br>✓ fixed glass in any piece of furniture<br>✓ fixed glass in any picture, painting, or print frame that is designed to be freestanding or hung on a wall<br>✓ fixed glass in any mirror.<br>If you are a tenant it also covers the following items if you are legally responsible for their damage under a lease agreement:<br>✓ ceramic cooktop or oven door<br>✓ fixed glass in any window, door, sky-light, shower screen, balcony or pool fence, solar heating panel or any fixed glass panel<br>✓ glass in a fixed light fitting (but not light globes)<br>✓ sinks, basins, baths, toilets, bidets and ceramic shower bases. | ⊗ damage to glass that is part of a greenhouse or conservatory<br>⊗ the cost of replacing or repairing any item when the break, scratch or fracture does not extend through the entire thickness of the item<br>⊗ glass that was already damaged<br>⊗ glass or crystal items that are designed to be carried by hand<br>⊗ glass that is in a computer, television set, radio or visual display unit<br>⊗ glass that forms part of a clock, vase, ornament or lamp. |

## Cover Part 1 – Insured Events (continued)

| Insured event | We will NOT cover: |
|---|---|
| **6. Storm and rainwater**<br>Including loss or damage from:<br>✓ the escape of rainwater from any water pipe, drain or gutter<br>✓ surface run-off rainwater from surrounding areas that occurs within 24 hours of a storm or heavy rain.<br>Including loss or damage caused by erosion, subsidence, landslide, mudslide or any other earth movement that occurs within 72 hours of a storm or heavy rain and as a result of that storm or heavy rain. | ⊗ loss or damage caused by flood unless you have selected and we have agreed to provide this optional cover.<br>⊗ loss or damage caused by rain, hail, wind or dust due to:<br>▸ a design fault, structural defect or faulty workmanship<br>▸ lack of maintenance (a defect that you knew about or should reasonably have known about and did not fix)<br>▸ an opening that was not created by the storm<br>▸ building additions, renovation or alteration work.<br>⊗ loss or damage to:<br>▸ fences and gates that are not structurally sound or well maintained<br>▸ artificial grass or turf<br>▸ garden retaining walls<br>▸ garden borders, driveways, paths or gardens<br>▸ the liner and/or cover of a swimming pool or spa<br>▸ water in a swimming pool or spa<br>▸ the surface of a tennis court<br>▸ jetties, wharves and pontoons. |
| **7. Lightning** | ⊗ loss or damage caused by power surge or fluctuation that is not a result of a lightning strike. |
| **8. Earthquake**<br>Including landslide and subsidence that occurs within 72 hours as a result of an earthquake. | ⊗ loss or damage caused by a tsunami or tidal wave following an earthquake. |

## Cover Part 1 – Insured Events (continued)

| Insured event | We will NOT cover: |
|---|---|
| **9. Sudden and unexpected escape of liquid at the insured address from:**<br>✓ aquariums<br>✓ baths, sinks, toilets, basins or any fixed plumbing apparatus<br>✓ drainage or sewage systems<br>✓ fixed heating or cooling system or sealed portable unit or tank<br>✓ gutters and drainpipes attached to your home<br>✓ pipes and taps<br>✓ refrigerators or freezers<br>✓ washing machines or dishwashers<br>✓ water beds<br>✓ water collection trays in any refrigerator or freezer.<br>We will also pay reasonable costs incurred to locate the unknown source of a leaking pipe, but only if the leaking liquid is causing damage to your home and/or contents. The most we will pay is shown in Part B. | ⊗ the cost of repair or replacement of the item that the liquid escaped from, including the cost of repairs to a leaking shower floor, base, walls, glass screening, doors, tiles or grouting<br>⊗ loss or damage caused by leaking shower floors or bases, tiled roman baths or shower recess walls<br>⊗ loss or damage caused by water splashing from baths, basins, recesses or tubs during use<br>⊗ loss or damage caused by liquid that has escaped slowly over a period of time, unless it is reasonable that you could not have known about the liquid escaping.<br>⊗ loss or damage to garden retaining walls<br>⊗ loss or damage caused by liquid from either a watering system and/or hose |
| **10. Impact at the home caused by:**<br>✓ any motor vehicle, aircraft, watercraft or space debris<br>✓ an object falling from an aircraft or motor vehicle<br>✓ a falling tree or branch<br>✓ an aerial, mast or satellite dish which breaks or collapses<br>✓ an animal or bird<br>We will also pay the reasonable cost of removing the item that caused the damage to your home. | ⊗ loss or damage caused by lopping or felling of trees (where this is authorised by you, your family or a household member)<br>⊗ the cost of removing or disposing of tree stumps, or branches or trees that have not damaged the home<br>⊗ loss or damage caused by the roots of trees, plants, shrubs or hedges<br>⊗ loss or damage caused by any animal or bird kept at the insured address<br>⊗ loss or damage caused by animals or birds pecking, biting, clawing or chewing the home or contents. |

## Cover Part 2 – Additional Benefits

**We will provide the cover shown under these additional benefits when we agree to pay your claim for an incident that occurs during the period of insurance.**

| What is insured | What is NOT insured |
|---|---|
| **1. Removal of debris and extra costs of rebuilding when we insure your home and/or contents**<br><br>When your home is damaged by an insured event we will pay the reasonable and necessary costs involved to:<br><br>✓ remove home debris caused by the damage<br><br>✓ demolish the home or any parts deemed to be unsafe and unrepairable<br><br>✓ secure the home if it is not habitable.<br><br>We will also pay for:<br><br>✓ reasonable fees for the services of an architect, surveyor or engineer if necessary<br><br>✓ building application fees in connection with rebuilding or repairing the home.<br><br>The most we pay for these costs is shown in Part B.<br><br>When your contents are damaged by an insured event we will pay the reasonable and necessary costs to:<br><br>✓ remove and dispose of damaged contents<br><br>✓ store undamaged contents during the time it takes to repair the home.<br><br>The most we pay for these costs is shown in Part B. | ⊗ any additional costs that are not related to the part of the home that was damaged. |

## Cover Part 2 – Additional Benefits (continued)

| What is insured | What is NOT insured |
|---|---|
| **2. Temporary accommodation costs when we insure your home and/or contents**<br><br>If your home is not fit to live in following loss or damage by an insured event, and we have agreed to pay your claim, then we will pay the cost of reasonable and appropriate temporary accommodation for you, your family and your household pets, while your home is being repaired or rebuilt.<br><br>If you are a tenant, we will pay the cost of reasonable and appropriate temporary accommodation for you, your family and your pets, while your home is being repaired or rebuilt. We will deduct your usual rental expenses from the amount we pay.<br><br>The most we pay for these costs is shown in Part B. | Temporary accommodation costs:<br><br>⊗ beyond the reasonable time it takes to rebuild or repair the part of your home that was damaged, or beyond 12 months from the date the damage occurred, whichever period is shorter.<br><br>⊗ if we determine that your home is habitable<br><br>⊗ if you do not need to pay for alternate accommodation<br><br>⊗ if you were not living in the home, unit, townhouse, apartment or villa at the time of the loss or damage<br><br>⊗ if you do not intend to repair or rebuild the home.<br><br>We will cease to pay these costs if you delay the claim or any reinstatement work. |

## Cover Part 2 – Additional Benefits (continued)

| What is insured | What is NOT insured |
|---|---|
| **3. Landlord Benefit when we insure your home**<br>**a) Loss of rent**<br>✓ If your home is not fit to live in following loss or damage by an insured event and we have agreed to pay your claim, then we will pay the amount of net rental income lost for the period the home cannot be occupied. | Loss of rental income:<br>✗ beyond the reasonable time it takes to rebuild or repair the part of your home that was damaged, or beyond 12 months from the date the damage occurred, whichever period is shorter.<br>✗ if you did not have a rental agreement in place for tenants to occupy the home within 30 days of the date the loss or damage occurred<br>✗ if you do not intend to repair or rebuild the home. |
| **b) Landlord's fixtures and fittings**<br>✓ We will pay for loss or damage caused by an insured event to the following fixtures and fittings in a rented home or unit:<br>▸ floor coverings<br>▸ light fittings<br>▸ window coverings.<br>The most we pay for these costs is shown in Part B. | ✗ any other fixtures and fittings at the rental home<br>✗ any contents. |
| **4. Mortgage discharge costs when we insure your home**<br>If your home is completely destroyed as a result of an insured event and we have agreed to settle your claim as a total loss, we will pay the legal and administrative costs to discharge the mortgage.<br>The most we pay for these costs is shown in Part B. | ✗ we do not pay anything if there is no mortgage over the home<br>✗ we do not pay for any penalty fees or charges imposed by the credit provider. |

## Cover Part 2 – Additional Benefits (continued)

| What is insured | What is NOT insured |
|---|---|
| **5. Modifications to your home as a result of paraplegia or quadriplegia when we insure your home and/or contents**<br><br>We will contribute to the necessary and reasonable costs of modifying your home to cater for your mobility requirements if you suffer permanent paraplegia or quadriplegia.<br><br>We will do this when:<br><br>✓ your permanent paraplegia or quadriplegia is a direct result of an injury caused by an insured event occurring at your insured address that is your permanent place of residence, and<br><br>✓ we have paid a claim for loss or damage to your home or contents resulting from that event.<br><br>The most we pay for this benefit is shown in Part B. | We will not pay:<br><br>✗ if your paraplegia or quadriplegia has not been diagnosed as permanent and irreversible by an appropriately qualified, Australian registered medical practitioner. |
| **6. Funeral expenses when we insure your home and/or contents**<br><br>We will contribute to the cost of funeral expenses if:<br><br>✓ you suffer fatal injury caused by an insured event occurring at your insured address, and<br><br>✓ we have paid a claim for loss or damage to your home or contents resulting from that event.<br><br>The most we pay for this benefit is shown in Part B. | We will not pay:<br><br>✗ if death occurs more than 90 days after the event that caused the injury. |

## Cover Part 2 – Additional Benefits (continued)

| What is insured | What is NOT insured |
|---|---|
| **7. Replacement of locks when keys are stolen when we insure your contents**<br>We will pay the necessary costs of replacing the locks or key codes at your home if the keys to your home's external doors or windows are stolen anywhere in Australia.<br>The most we pay for this benefit is shown in Part B. | We will not pay:<br>⊗ if you do not report the theft of your keys to the police<br>⊗ to replace keys or locks for any motorised vehicle. |
| **8. Contents in the open air at the insured address when we insure your contents**<br>We will cover your contents for loss or damage caused by an insured event or any optional cover you have selected while they are in the open air at the insured address.<br>The most we will pay for any loss or damage caused by theft or attempted theft is shown in Part B. | We will not pay for:<br>⊗ cash, cheques or any other negotiable financial documents<br>⊗ computers including laptops, electronic tablets and personal digital assistants (PDAs)<br>⊗ contents items that are on display for sale or exhibition<br>⊗ mobile phones including smart phones, portable car phones and their accessories<br>⊗ theft from the common area or car parking lot/s of a residential flat, unit, townhouse or villa (for example theft of clothes from a clothesline in a common area of a unit block)<br>⊗ items insured under personal effects cover (if you have selected this option and it is shown on your insurance certificate). |
| **9. Cover for food spoilage caused by any insured event when we insure your contents.**<br>We will waive your excess if your loss is limited to food spoilage only.<br>The most we will pay is shown in Part B. | |

## Cover Part 2 – Additional Benefits (continued)

| What is insured | What is NOT insured |
|---|---|
| **10. Contents temporarily removed from the insured address when we insure your contents**<br><br>When your contents are insured, we will cover them for loss or damage caused by an insured event when you are temporarily residing in:<br><br>✓ a motel or hotel room<br><br>✓ a holiday apartment<br><br>✓ another home<br><br>✓ a hospital or nursing home<br><br>✓ a residential club<br><br>✓ the fully enclosed living quarters of an educational institution.<br><br>The most we will pay for any loss or damage caused by an insured event is shown in Part B. | We will not pay for:<br><br>⊗ contents outside Australia<br><br>⊗ theft when there is no forced entry into the building, room or apartment where the contents are located<br><br>⊗ contents temporarily removed from the insured address for more than 90 days<br><br>⊗ cash, cheques, or any other negotiable financial documents<br><br>⊗ computers including laptops, electronic tablets and personal digital assistants (PDAs)<br><br>⊗ mobile phones including smart phones, portable car phones and their accessories<br><br>⊗ contents that are located at a furniture repository or any type of storage facility. |
| **11. Contents when you are moving to a new address in Australia when we insure your contents**<br><br>If your contents are insured under your policy we will cover loss or damage to your contents while they are being moved if:<br><br>✓ you are moving to a new address in Australia, and<br><br>✓ the loss or damage is caused by:<br><br>▸ fire<br><br>▸ collision or overturning of the vehicle transporting them.<br><br>The most we will pay for any loss or damage caused by an insured event is shown in Part B. | We will not cover:<br><br>⊗ your contents at your new address unless you tell us and we agree to cover your contents at your new address<br><br>⊗ your contents while they are being transported:<br><br>▸ by sea<br><br>▸ in a removalist vehicle by a removalist business<br><br>⊗ your contents for any accidental damage that occurs during the course of moving or transportation. |

## Cover Part 2 – Additional Benefits (continued)

| What is insured | What is NOT insured |
|---|---|
| **12. Credit or financial transaction card cover when we insure your contents**<br>If your contents are insured under your policy and your credit or financial transaction card is lost or stolen from your home, then we will pay for loss or theft of your funds if your card is used fraudulently.<br>The most we will pay is shown in Part B. | We will not cover you for:<br>⊗ any amount that your credit provider or financial institution reimburses or agrees to reimburse you following loss or theft of your card<br>⊗ loss or theft as a result of your failure to comply with the conditions of use relating to your card<br>⊗ loss or theft if you did not notify your credit provider or financial institution within 24 hours from the time you found out that your card was lost or stolen<br>⊗ loss or theft where the unauthorised user was a member of your family or a household member. |
| **13. Cover for unattached equipment, spare parts or accessories when we insure your contents**<br>If your contents are insured under your policy and an insured event causes loss or damage to equipment, spare parts or accessories belonging to:<br>✓ caravans and camping trailers<br>✓ motor vehicles<br>✓ trailers<br>✓ watercraft.<br>The most we will pay is shown in Part B. | We will not pay for:<br>⊗ aircraft or their equipment, accessories or spare parts<br>⊗ items that were attached to, on, or in the vehicle, caravan, trailer or watercraft at the time of loss or damage<br>⊗ loss or damage to items that were not in your home at the time of loss or damage<br>⊗ outboard motors. |
| **14. Uninsured contents belonging to guests and visitors when we insure your contents**<br>If your contents are insured under your policy and contents items belonging to your guests and visitors are lost or damaged as a result of an insured event, then we will pay to replace or repair your guests' or visitors' contents items.<br>The most we will pay is shown in Part B. | We will not pay for:<br>⊗ repair or replacement of any item that is covered by another insurance policy<br>⊗ cash, cheques or any other negotiable financial documents<br>⊗ computers including laptops, electronic tablets and personal digital assistants (PDAs)<br>⊗ equipment or stock used in connection with any business, trade, or profession<br>⊗ jewellery<br>⊗ mobile phones including smart phones, portable car phones and their accessories<br>⊗ GPS and other navigational devices<br>⊗ any portable electronic & electrical items and their accessories |

## Cover Part 3 – Legal Liability Insurance

**The most we will pay for all claims (including legal costs) arising from any one accident under Part 3 (legal liability cover) is $20 million (including GST), less any applicable excess.**

### Legal Liability – What is covered

#### If your home is insured

If you have insured your home under this policy, then we will cover your legal liability as owner or owner-occupier of your home, for death or bodily injury to other people, or for loss or damage to other people's property caused by an accident which occurs

- during the period of this policy, and
- at the insured address.

We will also cover the reasonable legal costs that have been incurred with our prior written consent.

#### If your contents are insured

If you have insured your contents under this policy, then we will cover your legal liability (other than as owner occupier or owner of a home) for death or bodily injury to other people, or for loss or damage to other people's property caused by an accident which occurs

- during the period of this policy, and
- anywhere in Australia.

**If** the contents are located in a home unit which you own and which the body corporate has insured (as part of the complex in which the home unit is located) for legal liability resulting from death or bodily injury or damage to other people's property

**then**

we will cover you to the extent your legal liability as owner or owner-occupier of that home unit is not covered by the insurance taken out by the body corporate, we will also cover you for your legal liability as owner or owner-occupier of that home unit for death or bodily injury or damage to other people's property caused by an accident which occurs

- during the period of the policy, and
- within the home unit or the common areas next to your home unit.

We will also cover the reasonable legal costs that have been incurred with our prior written consent.

## Cover Part 3 – Legal Liability Insurance (continued)

### Legal Liability – what is NOT covered

**We will not cover you or any other person for any legal liability caused by or in connection with:**

#### Agreements you entered into

⊗ any agreement or contract you enter into

**But subject to the policy terms and conditions, we will cover your legal liability:**

✓ if it would have existed regardless of any agreement or contract

✓ if it exists under a residential lease, when you are a domestic tenant and your contents in a landlord's residential property are insured under this policy.

#### Asbestos

⊗ the presence of asbestos at the home or at the insured address.

#### Building Work

⊗ alterations, repairs, renovations or decorations of a home insured under this policy where the total cost of the alterations, repairs, renovations or decorations is greater than $50,000

⊗ a home under construction.

#### Business Activities

⊗ any business, trade or profession (including farming, grazing, agisting livestock or other agricultural activity)

**But subject to the policy terms and conditions, we will cover your legal liability arising out of:**

✓ death or bodily injury to a domestic tenant or boarder

✓ part-time casual baby sitting by you in circumstances where you do not need to be authorised by any regulatory body.

#### Death or injury

⊗ of you or your family

⊗ of your pets or your family's pets

⊗ of a household member

**But subject to the policy terms and conditions, we will cover your legal liability arising out of:**

✓ The death or injury of a person who is a domestic boarder or tenant of yours, and who is not a member of your family.

#### Defamation

⊗ legal action brought against you in respect of defamation, libel or slander.

## Cover Part 3 – Legal Liability Insurance (continued)

**We will not cover you or any other person for any legal liability caused by or in connection with (continued):**

### Deliberate acts or omissions

⊗ a deliberate or intentional act or omission by you, or your family, or a person acting with your express or implied consent, or

⊗ an act or omission by you, or your family or a person acting with your express or implied consent in a way which demonstrates a reckless disregard for the consequences of that act or omission.

### Disease or illness

⊗ disease or illness caused by asbestos in any form, or

⊗ the transmission of any communicable disease, illness or infection where you knowingly spread the disease, illness or infection, or failed to take due care after you became aware of the disease, illness or infection.

### Drugs (illegal)

⊗ an incident which:

- occurred when you were under the influence of, or your judgment was affected by, any illegal substance or illegal drug, or
- you caused or contributed to because you possessed, supplied or consumed illegal substances or illegal drugs.

### Legal action in other countries

⊗ legal action, claims, proceedings or demands brought against you, decided, or heard in a country other than Australia.

### Outside the period of the policy

⊗ an accident which did not occur during the period of the policy.

### Property owned by you

⊗ damage to property:

- owned by you or your family, or a household member
- owned by someone else and is in the physical or legal control of you or your family

⊗ ownership or occupancy of any building or land other than the home or land at the insured address shown on your insurance certificate.

## Cover Part 3 – Legal Liability Insurance (continued)

**We will not cover you or any other person for any legal liability caused by or in connection with (continued):**

### Transport

⊗ the use, ownership or control of:

- motor vehicles including, but not limited to, motor bikes, trail bikes, mini bikes, motorised go-karts, motorised scooters
- aircraft or an airfield
- watercraft
- caravans, trailers or mobile homes

**But subject to the policy terms and conditions, we will cover your legal liability for loss or damage arising out of the use of any of the following items if they do not require registration or compulsory insurance cover:**

✓ bicycle

✓ golf cart or buggy

✓ domestic garden appliance (including a ride-on mower)

✓ a sailboard, surfboard, or non-motorised canoe, kayak or surf ski

✓ wheel chair or invalid scooter.

### Workers

⊗ death or bodily injury to any person deemed to be employed by you, or your family, for the purposes of the relevant workers compensation legislation

⊗ damage to the property of any person employed by you or your family

⊗ any law relating to worker's or employee's compensation

⊗ any law relating to employment practices including wrongful or unfair dismissal, discrimination and equal opportunity

⊗ any contract of employment.

## Cover Part 4 – Optional Covers

**You can include one or more of these optional covers for an extra premium. Some optional covers may not be available.**

**Your insurance certificate will show whether you have selected, and we have agreed, to provide these optional covers.**

**Personal Effects Cover** (available only when you have contents cover)

| What is insured | What is NOT insured |
|---|---|
| We will insure you for accidental loss or damage during the period of insurance:<br>✓ anywhere in Australia and New Zealand<br>✓ anywhere in the world - for up to 30 days of your departure from Australia.<br>There are two types of personal effects cover, and depending on the cover option you choose your personal effects may be insured under either or both of the cover options.<br>**Unspecified Personal Effects Option**<br>When you elect to pay the additional premium and your insurance certificate states you have cover for unspecified personal effects, we will provide cover for your unspecified personal effects as listed in the table on page 24. The maximum amounts we will pay for this cover are shown on your insurance certificate.<br>**Specified Personal Effects Option**<br>When you elect to pay the additional premium and your insurance certificate states you have cover for specified personal effects we will provide cover for the items that are specified on your insurance certificate. The most we will pay is the sum insured shown for the item on your insurance certificate. | ⊗ any item that is not listed under unspecified personal effects<br>⊗ breakage of sporting equipment while it is being used<br>⊗ damage caused by the process of cleaning involving the use of chemicals other than domestic household chemicals<br>⊗ damage to watches and clocks caused by overwinding<br>⊗ any amount greater than the sum insured that is listed for specified personal effects. |

## Cover Part 4 – Optional Covers - Personal Effects

| Unspecified items insured | Unspecified items NOT insured |
|---|---|
| ✓ baby capsules, children's car seats and prams<br>✓ bicycles<br>✓ binoculars, opera glasses, telescopes<br>✓ children's toys<br>✓ clothes, hats, furs<br>✓ cosmetics & toiletries<br>✓ handbags, briefcases, wallets, clipboard folders, suitcases & other travel bags (but not their contents unless otherwise listed)<br>✓ hearing aids, dentures, wheelchairs, walking sticks and crutches<br>✓ spectacles, sunglasses and contact lenses<br>✓ jewellery<br>✓ medals<br>✓ musical instruments<br>✓ photographic & video equipment and associated accessories<br>✓ picnic sets, picnic rugs & non-fabric camping equipment<br>✓ portable music systems, CB radios<br>✓ sporting equipment & associated accessories<br>✓ watches, clocks<br>✓ writing instruments. | ✗ any other item not specifically listed as insured as unspecified personal effects for example:<br>✗ aircraft or model craft<br>✗ computers including laptops, electronic tablets and personal digital assistants (PDAs)<br>✗ diving equipment<br>✗ GPS and other navigational devices<br>✗ any portable electronic & electrical items and their accessories<br>✗ sporting equipment (including fishing, firearms) while in use<br>✗ photographic equipment or instruments used for any business activity<br>✗ mobile phones including smart phones, portable car phones and their accessories<br>✗ motorcycle helmets<br>✗ money, stamps, negotiable items, travel or other tickets, coupons or gift vouchers, licences, passports or other documents<br>✗ motorised bicycles or motorised scooters<br>✗ motor vehicles, caravans, and trailers, and their accessories<br>✗ motorised vehicles, go-karts, mini-bikes, trail bikes including their accessories, spare parts or helmets<br>✗ motorised or non-motorised watercraft including their accessories or spare parts<br>✗ parachutes<br>✗ unset gems<br>✗ water or snow skis. |

## Cover Part 4 – Optional Covers - Motor Burnout

| What is insured | What is NOT insured |
|---|---|
| When you elect to pay an additional premium and your insurance certificate states you have cover for motor burnout, we will pay for loss or damage to electric motors during the period of insurance provided:<br>✓ the burnout is caused by electric current and/or power surge, and<br>✓ the motor is burnt out at the home. | ⊗ the cost of removing or replacing a submerged or underground motor<br>⊗ damage to fuses, switches, lighting or heating elements, electrical contacts or protective devices<br>⊗ replacing worn or damaged parts caused by normal wear and tear<br>⊗ loss or damage that occurs because you cannot use the motor<br>⊗ the costs of hiring a replacement motor or appliance<br>⊗ any motor that is over 10 years old<br>⊗ damage to a refrigerator or freezer caused by spoiled food<br>⊗ any motor that is covered by a warranty<br>⊗ any motor that is part of an item used in connection with your business, trade or occupation. |
| **Food Spoilage benefit**<br>When your insurance certificate states you have cover for motor burnout and your contents are insured by this policy, we will also pay for spoilage of perishable food in a refrigerator or freezer caused by motor burnout. | Food spoilage that results from:<br>⊗ the burning out of a motor or sealed unit that is more than 10 years old<br>⊗ power to the refrigeration or freezer unit being accidentally turned off or disconnected<br>⊗ the interruption of public electricity supply because of industrial action, civil commotion or intentional damage<br>⊗ damage to a refrigerator or freezer caused by spoiled food. |

## Cover Part 4 – Optional Covers - Accidental Damage

| What is insured | What is NOT insured |
|---|---|
| When you elect to pay an additional premium and your insurance certificate states you have cover for accidental damage we will cover:<br>✓ accidental loss or damage to your home caused by an accident which occurs at the insured address, when your home is insured by this policy<br>✓ accidental loss or damage to your contents caused by an accident which occurs in the home at the insured address, when your contents are insured by this policy.<br>The exclusions applying to the insured events covered by this policy also apply to this optional cover, with the exception of the following:<br>In respect of damage caused by fire, under this option we will cover:<br>✓ loss or damage caused by scorching or melting when there was heat but no flame<br>✓ loss or damage caused by smoke or soot when the home or contents have not been damaged by fire. | Accidental loss or damage caused by:<br>⊗ a tenant living in the home<br>⊗ an intentional or deliberate act or any consequential damage that results from an intentional or deliberate act<br>⊗ the process of professional cleaning, repairing, restoring or renovation<br>⊗ the process of cleaning that involves chemicals other than domestic household chemicals<br>⊗ a computer virus or computer malfunction<br>⊗ loss or corruption of any electronic data or files<br>⊗ any power surge or fluctuation that is not caused by a lightning strike.<br>⊗ the scorching or burning by a cigar, cigarette or pipe<br>⊗ any construction, renovation, alteration or extension work<br>⊗ scratching, chipping or denting caused by normal use<br>⊗ any animal/s or bird/s pecking, biting, clawing or chewing the home or contents<br>⊗ the excrement and/or bodily fluids of any animal/s or bird/s. |

## Cover Part 4 – Optional Covers - Accidental Damage (Continued)

| What is insured | What is NOT insured |
|---|---|
| In respect of accidental breakage of glass, ceramic and sanitary fixtures, under this option we will cover:<br>✓ glass or crystal items that are designed to be carried by hand<br>✓ glass that is in a computer, television set, radio or visual display unit<br>✓ glass that forms part of a radio, clock, vase, ornament or lamp.<br>In respect of impact at the home, under this option we will cover:<br>✓ accidental loss or damage caused by any animal or bird kept at the insured address. | There is no cover for accidental loss or damage to the following:<br>⊗ cash, cheques, and any other negotiable financial document<br>⊗ CDs, DVDs, flash cards, digital media cards, audio and video tapes, records, computer discs, computer software, game cartridges and game consoles<br>⊗ clothing or accessories<br>⊗ computers including laptops, electronic tablets and personal digital assistants (PDAs)<br>⊗ portable music or media systems<br>⊗ mobile phones including smart phones, portable car phones and their accessories<br>⊗ swimming pools, spas or any associated equipment<br>⊗ model craft, including remote controlled toys<br>⊗ items used in any business, trade, or profession<br>⊗ bicycles or sporting equipment while they are being used. |

## Cover Part 4 – Optional Covers - Flood Cover

| What is insured | What is NOT insured |
|---|---|
| Flood is defined as:<br>the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:<br>✓ a lake (whether or not it has been altered or modified);<br>✓ a river (whether or not it has been altered or modified);<br>✓ a creek (whether or not it has been altered or modified);<br>✓ another natural watercourse (whether or not it has been altered or modified);<br>✓ a reservoir;<br>✓ a canal;<br>✓ a dam. | loss or damage to:<br>⊗ garden retaining walls<br>⊗ fences and gates that are not structurally sound or well maintained<br>⊗ garden borders, driveways, paths, pavers or gardens<br>⊗ the liner and/or cover of a swimming pool or spa<br>⊗ water in a swimming pool or spa<br>⊗ the surface of a tennis court<br>⊗ jetties, wharves and pontoons. |

## Cover Part 4 – Optional Covers – Sum Insured Safeguard

| What is insured | What is NOT insured |
|---|---|
| We will extend your home sum insured up to an additional 25% if your nominated sum insured is not sufficient to replace or repair the damage to your home. | ⊗ Removal of debris, temporary accommodation or landlord benefits are based on your nominated sum insured and do not increase when you select this option. |

## Cover Part 4 – Optional Covers - Landlord Covers

| What is insured | What is NOT insured |
|---|---|
| **Tenant Default**<br>We will reimburse your loss of rent that occurs from four weeks after your tenant stops paying under a written rental agreement, up to the maximum amount shown on your insurance certificate.<br>You must issue all the required notices or provide proof the tenant vacated the premises.<br>Our reimbursement will be your net rental income loss until your building is re-tenanted or rental payment recommences.<br>(Net rental income means the amount of rental income you receive less fees for agent's commissions or administrative costs.) | ⊗ the rental bond.<br>⊗ an amount equivalent to the excesses shown on your insurance certificate.<br>⊗ if you did not have a written rental agreement in place for tenants to occupy the home for at least four weeks prior to the loss occurring. |
| **Theft and Malicious Damage by Tenants or their visitors**<br>You are covered for loss, damage or destruction caused by these events, provided you report the incident to the police.<br>The maximum we will pay for any one incident will be shown on your insurance certificate. | ⊗ Loss or damage caused by lack of maintenance by you or your tenant or anyone living at the site.<br>⊗ an amount equivalent to the excesses shown on your insurance certificate.<br>⊗ damage caused by a person acting with your consent.<br>⊗ if you did not have a rental agreement in place for tenants to occupy the home for at least four weeks prior to the loss occurring. |

## General Exclusions Applying To The Whole Policy

### We will not cover:

#### Action of the sea, high water, or underground water

⊗ loss or damage caused by flood, unless you have selected and we have agreed to provide this optional cover

⊗ loss or damage caused by high tide, king tide, tidal wave, tsunami, storm surge or any other action of the sea

⊗ loss or damage or the incurring of legal liability caused by underground water seepage or pressure.

#### Asbestos

⊗ loss or damage or the incurring of legal liability caused by the presence of asbestos at the home or at the insured address.

#### Breaking the law

⊗ loss or damage or the incurring of legal liability caused by any criminal or illegal act or omission, any attempted criminal or illegal act or omission, or any act or omission occurring during the course of any criminal or illegal act or omission

⊗ loss or damage or the incurring of legal liability when you or someone with your knowledge or permission used any part of the home for criminal or unlawful purposes

⊗ loss or damage or the incurring of legal liability caused by any breach or failure to comply with any Commonwealth, state, territory or local government law, ordinance or regulation, including, but not limited to, those relating to:

- pool fencing and gating
- emissions, effluent or pollution
- the installation of smoke detectors
- dangerous goods and liquids
- firearms
- the possession, supply or consumption of illegal substances or illegal drugs
- control and safekeeping of dangerous or restricted breeds of dogs
- assault
- malicious damage
- breach of copyright.

⊗ loss or damage or the incurring of legal liability caused by fines, penalties, court costs, punitive, exemplary or aggravated damages.

## We will not cover (continued):

### Business activity

⊗ loss or damage to any part of the home specifically used for any business, trade or profession

**But subject to the policy terms and conditions, we will cover**

✓ an area of the home used as a home office.

### Consequential loss

⊗ consequential or indirect loss, inconvenience or expense, including but not limited to loss of profit, costs arising from any business interruption or the intellectual or sentimental value of an item.

### Contamination, pollution

⊗ loss or damage or the incurring of legal liability caused by any biological, viral, chemical or poisonous pollutant or contaminant

⊗ loss or damage or the incurring of legal liability caused by radioactivity or the use or escape of any nuclear fuel, material or waste

⊗ loss or damage or the incurring of legal liability caused by any act of terrorism which involves biological, chemical or nuclear pollution, contamination or explosion.

### Defects, faulty workmanship, lack of maintenance

⊗ loss or damage or the incurring of legal liability caused by a design fault, structural defect or faulty workmanship that you knew about and did not fix before the loss or damage occurred

⊗ loss or damage caused by your failure to maintain the home and/or contents in good condition

⊗ loss or damage caused by your failure to take reasonable care of the home and/or contents.

### Earth movement

⊗ loss or damage or the incurring of legal liability caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement.

**But subject to the policy terms and conditions, we will cover loss or damage caused by earth movement that occurs within 72 hours and as a direct result of the following insured events:**

✓ **Earthquake,**

✓ **Explosion, or**

✓ **Storm and rainwater**

## We will not cover (continued):

### Gradual deterioration

⊗ loss or damage caused by rust, corrosion, rot, mould, rising damp, mildew, gradual deterioration, wear, tear or fading.

### Hydrostatic pressure

⊗ loss or damage caused by the force and pressure of fluids that are at rest.

### Intentional acts

⊗ loss or damage or the incurring of legal liability intentionally caused by you or your family or a person acting with the consent of you or your family.

### Loss of data

⊗ costs to recover, reinstall or replace electronically stored files or data.

### Mechanical or electrical breakdown

⊗ loss or damage caused by mechanical or electrical breakdown or failure of equipment to operate properly

**But subject to the policy terms and conditions, we will cover mechanical or electrical breakdown if**

- ⊘ it is covered by motor burnout (and you have selected this optional cover)
- ⊘ it is caused by a lightning strike at the home
- ⊘ it is caused by impact at the home.

### Ownership of property

⊗ loss or damage to any home, contents or property that is not owned by you.

### Repossession

⊗ loss or damage to your home and/or contents caused by lawful seizure, repossession, confiscation, nationalisation or requisition.

### Trees, shrubs or plants

⊗ loss or damage or the incurring of legal liability caused by tree lopping or felling on the site

⊗ loss or damage or the incurring of legal liability caused by the roots of trees, plants or shrubs.

### Uninsured period

⊗ any loss or damage that is caused by bushfire, grassfire, or a storm within the first 72 hours of the commencement of this insurance cover.

**But subject to the policy terms and conditions, we will cover loss or damage that occurs where:**

- ⊘ this policy commenced immediately after another policy covering the same risk expired, without a break in cover
- ⊘ this policy commenced on the same day you bought your home or moved to a new address.

**We will not cover (continued):**

⊗ any loss or damage that is caused by flood within the first 72 hours of the commencement of your optional flood cover when you selected and we agreed to provide this optional cover.

**But subject to the policy terms and conditions, we will cover loss or damage caused by flood that occurs where:**

✓ this optional flood cover commenced immediately after another policy covering the same risk for flood expired, without a break in cover

✓ this optional flood cover commenced on the same day you bought your home or moved to a new address.

**Unoccupancy**

⊗ loss or damage that occurs after the home has been unoccupied for a period of longer than 60 consecutive days

**But subject to the policy terms and conditions, we will cover loss or damage that occurs where:**

✓ you have told us about this and we have agreed to provide cover while the home is unoccupied up to a maximum of 180 days

**Vermin**

⊗ loss or damage caused by insects, birds, rodents or vermin.

**War**

⊗ loss or damage caused by war (whether war is declared or not), acts of a foreign enemy, civil war, insurrection, rebellion, a military coup or any looting or rioting following these incidents.

## The Cost Of Insurance

The premium we quote for insurance is at our sole and unrestricted discretion. It will be based on the profile of the risk to be covered and any other factors we may choose.

Examples of factors which may affect your risk profile include the sum insured you nominate for your home and contents, the location and construction of the home, the security devices fitted to your home, how the home is occupied, previous insurance experience, and any optional covers that you select.

Other factors may affect the premium you pay. These may include profitability, intermediary commission and any relevant compulsory government charges, taxes or levies that relate to your policy (eg. Stamp Duty, GST and Fire Services Levy).

Any of these factors may change at any time without notice, as may our premiums. If the policy renews, the premium may exceed the premium paid for the previous policy.

## Payment Of Premium (Including Charges)

You can pay annually or by instalments. If you choose to pay by instalments the total premium may be higher, and fees will apply. We will tell you both the total annual and instalment amounts, so you will know the difference. Payment details and due dates will be advised to you. You must pay the premium by the due date to have this insurance cover. The total payable includes government charges.

### If you do not pay for the policy:

- if an instalment is overdue by 14 days or more, we can refuse to pay a claim
- if an instalment is overdue by at least one month, the policy is cancelled automatically without notice to you.

## When You Receive The Policy

### Make sure the information is correct

Please check the information you have given us and notify us of any changes or corrections. This is an important part of your Duty of Disclosure.

### Cooling-off period

If you have not made a claim, you are allowed to cancel this policy within 21 days of the purchase date and receive a full refund of what you have paid.

## Changing The Policy

### Change of insurance details during a policy term

You must tell us if any details on your insurance certificate are incorrect or have changed, if the occupancy or use of your home changes from a residence to include any income earning activity, or if the home is in a state of disrepair. If you do not tell us, we may reduce or refuse to pay a claim.

## Renewing The Policy

- To ensure continuing protection we will normally send you a renewal offer at least 14 days prior to the renewal date of this policy. It will show the premium and excess for the new period, and may also include notice of any changes to the terms of this Policy, including indexation of your sum insured.
- Should you wish to take up this offer you won't have to do anything and we will deduct / charge the renewal premium from your account / credit card, unless you have opted out of the automatic payment arrangement. Should you not wish to take up the offer you must contact us prior to the renewal to advise, unless you have opted out of the automatic payment arrangement.

## Renewing The Policy (continued)

- When you receive a renewal offer, you must tell us if the information contained in it is incorrect or incomplete. If you do not tell us, we may reduce or refuse to pay a claim. This is an important part of your Duty of Disclosure.
- If we do not offer to renew your policy, we will send you a notice of expiry.
- If the policy renews, the price may exceed the price paid for the previous policy.

## Cancelling The Policy

**By You** – You may cancel the policy at any time. If you cancel this policy within 21 days of the purchase date and no claim is made (**cooling-off period**) you will receive a full refund of the premium you have paid.

If you cancel outside the cooling-off period and no claim is made and you have paid an annual premium, we will refund any premium you have paid for the period after the cancellation date, less the early cancellation fee (as outlined in Part B) and less any government taxes and charges. If you paid your premium by instalments, there is no refund of any part of an instalment you have paid.

**By Us** - We can only cancel your policy when it is permitted by law eg. if you do not perform your obligations under the agreement. In such instances we will refund what is left of the premium you paid, and we will send you written notice of the cancellation to your address last known to us.

## Conditions Of Cover

### You must ensure that:

- you keep the home, contents and personal effects in good condition
- all reasonable steps are taken to prevent loss, damage or legal liability, including securing the home against unauthorised entry when it is unattended
- we are provided with honest and complete information, documentation and assistance necessary to process any claims, recover any costs, or take any legal action
- after we have agreed to pay your claim, you must arrange for repair or replacement of items that have been lost or damaged as soon as possible
- at the time of making a claim, you notify us of any other insurance you have that provides similar cover to this policy
- you comply with all the terms and conditions set out in this insurance policy.

### When the home is unoccupied

If the home is unoccupied for more than 60 consecutive days, all cover under the policy stops. We may provide cover for your home and/or contents while it is unoccupied for an extended period if you advise us beforehand and agree to our conditions for the security and safekeeping of the home. If we agree to continue cover, we will tell you in writing.

## Conditions Of Cover (continued)

### Security devices

If you have advised us that the home and/or contents are protected by security devices, and we have accepted your insurance and calculated your premium on that basis, you must:

- maintain the security devices in good working order, and
- activate the security devices and remove the keys from all locks at your home before leaving it unattended for any period.

## Making A Claim

### What you must do

If your home or contents are lost or damaged, or an incident occurs that may result in a claim you must:

- take all reasonable precautions to prevent or minimise further loss, damage or liability
- report any incident involving theft or malicious damage to the police as soon as possible
- contact us and provide us with full details of what has happened
- provide us with evidence of value and ownership of goods or property that has been lost, stolen or damaged, if we ask for this
- give us the opportunity to inspect the damaged goods or property before conducting any repair or disposal
- obtain our consent before you authorise or commence repairs, or incur any costs, unless the repair or cost is necessary to prevent further loss
- allow us, or our representative, to enter the home to investigate the cause of the loss or damage
- promptly send us any correspondence you receive that relates to a claim
- allow us to take over and conduct the defence, negotiation and settlement of any claim in your name or in the name of any other person insured by this policy
- give us information, statements and any other assistance we require if we instigate proceedings in your name, or in the name of any other person insured by this policy, to recover any payment that we have made
- at our request return any damaged or recovered property for which we have paid a claim
- If you do not comply with all these conditions, we can reduce or refuse to pay your claim.

## How We Settle Claims

If we agree to pay a claim for loss, theft or damage to your home, contents or personal effects, we will decide whether to:

- repair the damaged property to the same standard, specification or quality as it was when it was new, or
- replace the damaged property with the nearest equivalent property available, or
- pay you the amount it would cost us to repair or replace the property to "as new" condition.

The cost to us is:

- the retail price of an item less any trade discount we are entitled to, or
- the cost to us to repair or replace the property, allowing for any trade discount we are entitled to.

We reserve the right to choose the repairer or supplier to be used.

When it is not possible to repair or rebuild your property with original materials, we will use the nearest available equivalent to the original materials.

We will pay to repair or replace internal blinds or curtains, carpets or other floor coverings but only in the same room, hallway or passageway (area starting and finishing at its nearest walls, doorway, archway or other opening, including changes to the floor or wall coverings) where the loss or damage occurred.

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

We will NOT pay:

⊗ to rebuild or repair undamaged property in order to achieve a match with repaired or replaced property

⊗ any additional costs to replace materials that are not damaged

⊗ for any decrease in the value of any pair, set, system or collection.

We may take over and conduct the defence or settlement of any claim for you or anyone else covered by the policy. We will decide how the defence is conducted or a claim settled. We may decide to represent you or anyone else covered by the policy at any inquest or official inquiry or criminal proceeding.

The most we will pay for any claim for your home is the sum insured shown on your insurance certificate.

The most we will pay for any claim for your contents or personal effects is:

- the sum insured shown on your insurance certificate
- the limit for certain items as per the amounts shown in Part B.

## How We Settle Claims (continued)

If we pay for additional benefits as part of your claim, the most we will pay for each additional benefit is shown in Part B.

**If your home, contents or personal effects are stolen or destroyed and we have agreed to pay your claim as a total loss then:**

- we will pay you an amount equal to the replacement value of the property stolen or destroyed or the sum insured on your insurance certificate, whichever is lesser and
- you must pay the excess and any remaining premium instalments for the full period of insurance and
- cover under this policy comes to an end and no refund of premium is due, as we have discharged our obligation under this contract.

## Excess Payable On Claims

- Payment of an excess helps to reduce the number of small claims and keep down your insurance premiums
- An excess is the first amount you must contribute towards the cost of any claim
- An excess is payable in respect of each incident that results in loss or damage to your home and/or contents
- If you make a claim, we will tell you whether to pay the excess to a repairer or supplier, directly to us, or whether we will deduct the excess from the amount we pay you.

## GST

If you are registered for GST and therefore were entitled to claim an input tax credit (ITC) on your premium, then this ITC entitlement needs to be provided to us each time you make a claim. A full GST entitlement would be a 100% ITC entitlement. If you give us incorrect GST information, we will not be responsible for the GST liability you might incur.

A claim payment made for a total loss will be reduced by GST to the extent of your ITC entitlement, if applicable. Other claim payments may also have your ITC entitlement taken into account.

Any claim payment made where GST is deducted as described above, will be considered to be made in full.

## Privacy Policy

- The privacy of your personal information is very important to us.
- We only collect information from you that is relevant to providing you with products and services. It will only be disclosed to other people involved with the provision of these products and services. These may include:
  - any insurance intermediary involved in the transaction,
  - service providers where required such as claims assessors, investigators, lawyers or police and affiliated service providers,

## Privacy Policy (continued)

- other insurers, for the purpose of seeking claims recoveries or to assist them to assess insurance risks.

We may also obtain information about you from some of the above parties.

- You may request access to the personal information we hold about you.
- You may request a copy of our Privacy Policy by writing to us at our contact address.

## Updating Our Product Disclosure Statement (PDS)

The information in this PDS may change from time to time. If any new information is materially adverse, we will issue a new or supplementary PDS. If any new information is not materially adverse, you can obtain a paper copy of the PDS at no cost to you by contacting us at the address or telephone shown on your Insurance Certificate.

## Our Service Commitment

We support the General Insurance Code of Practice, which was developed by the Insurance Council of Australia in consultation with Federal Government authorities, consumer interest groups and the General Insurance Industry.

It is always our intention to provide you with the best possible service. However, if you have any cause for complaint, you should:

**Step 1** - Contact the appropriate department manager at our agent's address or telephone number shown on your Insurance Certificate.

**Step 2** - If the matter is not resolved to your satisfaction within 14 days, please contact the Dispute Resolution Manager.

**Step 3** - If you are still not happy with our answer, we will give you details of independent dispute resolution facilities operated by Financial Ombudsman Service Limited, which includes an independent Review Panel.

## Financial Claims Scheme

The Financial Claims Scheme (FCS) provides protection to certain claimants who make valid claims under 'protected policies' in a situation where the insurer is insolvent.

A person entitled to claim under this policy may be entitled to payment under the FCS in the unlikely event that we become insolvent. However, access to the FCS is subject to eligibility criteria.

You can obtain information about the FCS from the APRA website at http://www.apra.gov.au and the APRA hotline on 1300 55 88 49.

## Contact Details

You may contact us by writing to:

**The Manager**
**Auto & General Insurance Company Limited**
**PO Box 342**
**Toowong QLD 4066**

# Aussie Home and Contents Insurance

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ABN 42 111 586 353 AFS Licence No 285571
Registered Office: Level 13, 9 Sherwood Road,
Toowong, QLD 4066

**It's Smart to Ask** Aussie

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