

# Chubb Masterpiece Personal Insurance

Product Disclosure Statement and Policy Wording

1st May 2011  
Issued by Chubb Insurance Company of Australia Ltd



*Masterpiece*®

ABN 69003710647 | AFS Licence Number 239778





*Masterpiece*

# Thank you for choosing Chubb Masterpiece

For well over a century Chubb has been renowned worldwide for exceptional insurance coverage and service. We are the world's leading specialist insurer of higher value homes and personal fine art, antiques and jewellery.

We take pride in our distinctive approach to home insurance:

- Expert home appraisal to agree an appropriate sum insured for your house and to advise on a sum insured for contents.
- Exceptionally generous coverage.
- An award winning claims team available any time to offer immediate assistance and to ensure the *fast, fair and fuss free* payment of claims.

Please read the Product Disclosure Statement and the policy wording carefully and please do not hesitate to contact me should you wish to comment on any aspect of our service to you.

*Greg Hicks*

*Australian National Manager, Personal Lines*

## Insurer

This Policy is issued by Chubb Insurance Company of Australia Limited ("Chubb")  
ABN 69 003 710 647 AFSL 239778 (Chubb also referred to as We, Our & Us)





# Table of Contents

## Part A - Product Disclosure Statement

What is the Product Disclosure Statement?	<b>PDS1</b>
Policy Terms and Conditions	<b>PDS1</b>
Significant Features and Benefits	<b>PDS1</b>
What Makes Up Your Insurance Contract?	<b>PDS2</b>
Conditions and Costs	<b>PDS2</b>
Duty of Disclosure - What We Need You to Tell Us	<b>PDS3</b>
Privacy	<b>PDS4</b>
Financial Claims Scheme	<b>PDS4</b>
The General Insurance Code of Practice	<b>PDS4</b>
How to Make a Claim	<b>PDS5</b>
Cooling Off Period	<b>PDS5</b>
Cancelling Your Policy	<b>PDS5</b>
Dispute Resolution	<b>PDS5</b>
Chubb Contact Details	<b>PDS7</b>

## Part B - Masterpiece Policy Wording

Introduction	<b>A1</b>
Deluxe House Coverage	<b>B1 – B7</b>
Deluxe Contents Coverage	<b>C1 – C9</b>
Deluxe Home Business Property Coverage	<b>M1 – M6</b>
Valuable Articles Coverage	<b>N1 – N5</b>
Family Protection Coverage	<b>R1 – R9</b>
Personal Liability Coverage	<b>T1 – T9</b>
Policy Conditions	<b>Y1 – Y4</b>

# Part A

## Product Disclosure Statement

### What is the Product Disclosure Statement?

This Product Disclosure Statement (PDS) provides general information only and should be read in conjunction with the attached Policy wording (Policy). The PDS and Policy contain important information which You should read carefully before deciding to take out any insurance cover.

### Policy Terms and Conditions

The information contained in this PDS is general information only and does not form part of Your contract with Us. The Policy is Our legal contract with You and contains details covering the terms, conditions and any exclusions relating to the insurance cover to be provided by Us. This PDS and the Policy are important documents so please keep them in a safe place for future reference. Should You require any further information about this or any other product, please contact Your authorised financial services provider. Any documents will be dated and include a statement identifying them as part of the PDS. Any major changes, omissions, corrections or updates that need to be made will be made in a Supplementary PDS and this will be provided to You with the PDS.

### Significant Features and Benefits

The Masterpiece Policy provides a number of significant features and benefits, which are provided under the different sections of the Policy. It is important that You read the Masterpiece Policy carefully and that You understand the extent of the cover Chubb offers. Benefits are payable if You suffer a loss that is covered under the Masterpiece Policy during the policy period, **unless an exclusion or condition applies**. Before Chubb will pay a claim, You must meet the requirements for making a claim which are explained on page PDS5 of this PDS and on pages Y2-Y3 of the Masterpiece Policy.

The Masterpiece Policy provides the cover described below. The Masterpiece Policy provides many benefits including those listed here:

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#### Deluxe House

Provides cover against physical loss or damage to Your house. Benefits include:

- A complimentary building appraisal may at Our option be provided to establish an accurate sum insured;
- Extended replacement cost option whereby payment is not limited to the sum insured;
- Cash settlements available at Your option;
- Other permanent structures covered up to 30% of the house sum insured at that location;
- Reasonable additional living expenses following a covered loss including accommodation for Your pets.

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#### Deluxe Contents

Provides cover against physical loss or damage to Your contents anywhere in the world. Benefits include:

- Replacement cost coverage without deduction for depreciation;
  - Cash settlements available at Your option;
  - High limits for special contents including jewellery \$50,000 any one claim and \$25,000 per item; silverware \$100,000 any one claim; no limit for fine arts and antiques;
  - Additions and alterations to Your unit covered up to 25% of the contents sum insured at that location;
  - Business property covered up to \$50,000 for most professions and up to \$75,000 for doctors, lawyers, architects and veterinarians.
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Deluxe Home Business Property

Provides cover against physical loss or damage to Your home business property. Benefits include
• Extra cover for business continuation expenses, loss of income, misuse of home business credit cards and accounts receivable losses.

Valuable Articles

Provides cover against physical loss or damage to Your valuable articles anywhere in the world. Benefits include:
• Cash settlements at Your option;
• Market appreciation cover up to 150% of the sum insured for itemised articles with a current valuation;
• Payment for loss of market value following a partial loss to an itemised article;
• Cover for expenses incurred due to defective title or loss of or damage to works in progress.

Family Protection

Provides cover for expenses incurred following hijacking, car-jacking, child abduction, stalking, home invasion, air rage and road rage occurrences.

Personal Liability

Provides personal liability cover where You or a family member may be legally responsible anywhere in the world. Benefits include:
• Identity fraud expenses up to \$75,000 per occurrence;
• Credit card, forgery and counterfeiting coverage up to \$30,000.

What Makes Up Your Insurance Contract?

The Masterpiece Policy consists of eight different coverage sections which are outlined in the Table of Contents. Your insurance requirements and cover will depend on Your circumstances and on what Chubb agrees to provide. Not all sections of the Masterpiece Policy will apply to You. The precise coverage given will be subject to the terms, conditions and exclusions set out in the Masterpiece Policy and the Coverage Summary. The Coverage Summary will be issued to You if Chubb accepts Your application for insurance.

The types of cover Chubb agrees to provide to You will be shown on Your Coverage Summary. When Chubb accepts Your application, or Your existing Masterpiece Policy is renewed or amended, Your insurance contract is made up of the following documents:

- The Masterpiece Policy which commences on page A1 of this document;
• Your current and/or revised Coverage Summary; and
• Any endorsements that may be issued from time to time.

Conditions and Costs

Terms, conditions and exclusions

The Masterpiece Policy contains conditions, limitations and exclusions which apply in various circumstances.

Please read the Coverage Summary, the Masterpiece Policy and this PDS carefully for full details of making a claim, Your obligations and duties, deductibles and the Policy terms and conditions which apply to each coverage section or which apply to the whole Policy as outlined in the terms and conditions of the Policy on pages Y1-Y4.

A number of exclusions apply to the different coverage sections of the Policy and all of them are important. It is important that You carefully read and are aware of all Policy exclusions within each coverage section which applies to You.

Policy Deductibles

If You make a claim under some sections of the Masterpiece Policy, You may be required to pay a deductible.

For example, if You have cover provided under the Deluxe Contents Coverage and there is a loss involving damage to Your household contents to the value of \$40,000, and You are subject to a deductible of \$1,000, then We will pay You \$39,000.

Details of applicable deductibles are stated in Your Coverage Summary.

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#### The cost of the Policy

The cost of the Policy is the Total Premium Due as detailed in Your Coverage Summary. It is made up of Your premium plus any applicable government taxes and charges. The amount of these taxes and charges will be shown separately on Your Coverage Summary. The premium payable will be determined by a number of factors which may include the construction of the home, the location of the property to be insured, the sum insured, Your claims history, security at the location and the age and condition of the property to be insured. The premium payment may also be increased or decreased when changes are made to Your policy or upon renewal.

**We may cancel the Masterpiece Policy if You have failed to pay the Total Premium Due.**

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## IMPORTANT INFORMATION

### Duty of Disclosure - What We Need You to Tell Us

Before You enter into a general insurance contract with Us, You have a duty under the Insurance Contracts Act 1984 to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to insure You and if so, upon what terms.

You have the same duty before You extend, vary or reinstate the insurance. This duty does not require disclosure of any matter that:

- Reduces the risk to Us;
- Is of common knowledge;
- We know, or in the ordinary course of Our business, ought to know; or
- Where compliance with this duty is waived by Us.

#### Non Disclosure

If You fail to comply with this duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim or may cancel the contract. If Your non-disclosure is fraudulent, We may be entitled to cancel the contract from its beginning.

The General and Special Conditions of the Masterpiece Policy require You to notify Chubb of additions, alterations or renovations to Your house or other permanent structures with a value of \$200,000, or more than 10% of the house sum insured (whichever is the lesser) at the beginning and completion of construction. Chubb may adjust the cover based on the construction cost information You provide. Your duty of disclosure also applies to these notifications, and failure to notify Chubb, or the provision of insufficient or incorrect information, may result in Chubb reducing its liability under the Masterpiece Policy.

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## Privacy

### Your Privacy

In the course of providing insurance and processing insurance claims, Chubb needs to collect personal information about persons Chubb insures and persons associated with insured persons. If You do not give Chubb this information, Chubb may not be able to provide insurance or process a claim. In accordance with the Privacy Act 1988, Chubb's privacy policy statement contains the information required to be given to persons about whom Chubb collects personal information.

### Our Privacy Policy

Our privacy policy statement is readily available on Our website at [www.chubbinsurance.com.au](http://www.chubbinsurance.com.au)

### Your access to Your personal information

You can request access to personal information which Chubb holds about You. Your rights to access and Chubb's rights to refuse access are set out in the Privacy Act 1988.

### Chubb's use of personal information

Chubb may at any time use personal information it collects about You for any of the following purposes:

- To provide a quotation or assess a proposal for insurance.
- To provide, amend or renew an insurance policy.
- To respond to a claim

### Chubb's disclosure of personal information

Chubb may at any time disclose personal information Chubb collects about You to the following types of organisations (some of which may be outside Australia):

- Reinsurers;
- External valuers and appraisers;
- Loss adjustors and other investigators;
- Professional advisers, such as accountants and lawyers;
- Other organisations that provide services to Chubb in relation to the provision of insurance.

Further information on Our Privacy Policy can be accessed on Our website at [www.chubbinsurance.com.au](http://www.chubbinsurance.com.au)

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## Financial Claims Scheme

This Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of Chubb becoming insolvent You may be entitled to access the FCS, provided You meet the eligibility criteria.

More information may be obtained from Australian Prudential Regulation Authority (APRA) at [www.apra.gov.au](http://www.apra.gov.au) or phone 1300 13 10 60.

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## The General Insurance Code of Practice

Chubb Insurance Company of Australia Ltd is a signatory to the General Insurance Code of Practice. The code aims to:

1. Promote more informed relations between insurers and their customers;
2. Improve consumer confidence in the general insurance industry;
3. Provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
4. Commit insurers and the professionals they rely upon to higher standards of customer service.

For more information please visit the Code of Practice website, [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or follow the links from the Insurance Council of Australia's website at [www.ica.com.au](http://www.ica.com.au).

## How to Make a Claim

Please contact Chubb directly at Your closest office if You wish to make a claim. Please see the list of Our offices on page PDS7, or if You would prefer, Your financial services provider can make a claim on Your behalf. We can only accept responsibility for repairs or payment to third parties under a claim where You have told Us about them beforehand and We have accepted Your claim. Full details of what You must do for us to consider Your claim are detailed on pages Y2-Y3 of Your Policy.

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## Cooling Off Period

You have 21 days to consider the information contained in Your Policy. This is Your cooling off period. If You would like, and provided You have not made a claim under Your Policy, You have the right to cancel Your insurance. We will refund in full any premium You have paid.

To exercise this right You must notify Chubb in writing or electronically within 21 days from the date Your Policy takes effect.

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## Cancelling Your Policy

This Policy may be cancelled by You (if Your Policy permits) at any time by giving us notice in writing of the future date the cancellation is to take effect. We may cancel this Policy in accordance with the Insurance Contracts Act (Cth 1984). Should We or You cancel Your Policy, We shall retain a pro rata proportion of the premium for the time the Policy has been in force.

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## Dispute Resolution

**The following standards apply to all complaints handling.**

1. We will conduct complaints handling in a fair, transparent and timely manner.
2. We will make available information about Our complaints handling procedures.
3. We will only ask for and take into account relevant information when deciding on Your complaint.
4. You will have access to information about You that We have relied on in assessing Your complaint and an opportunity to correct any mistakes or inaccuracies. In special circumstances or where a claim is being or has been investigated, We may decline to release information, but We will not do so unreasonably. In these circumstances, We will give You reasons. We will provide Our reasons in writing upon request.
5. Where an error or mistake in handling Your complaint is identified, We will immediately initiate action to correct it.
6. We will respond to complaints within 15 business days provided We have all necessary information and have completed any investigation required.
7. In cases where further information, assessment or investigation is required We will agree reasonable alternative time frames. If We cannot agree, We will treat Your complaint as a dispute and We will provide information on how You can have Your complaint reviewed by a different employee who has appropriate experience, knowledge and authority.
8. We will keep You informed of the progress of Our response to the complaint.
9. When We notify You of Our response, We will provide information on how Our response can be reviewed by a different employee who has appropriate experience, knowledge and authority.



10. If You tell us You want Our response reviewed, We will:
  - a) Treat it as a dispute;
  - b) Notify You of the name and contact details of the employee assigned to liaise with You in relation to the dispute; and
  - c) Respond to the dispute within 15 business days provided We receive all necessary information and have completed any investigation required.
11. In cases where further information, assessment or investigation is required We will agree reasonable alternative time frames. If We cannot reach agreement You can report Your concerns to the Financial Ombudsman Service (FOS).
12. We will keep You informed of the progress of Our review of Your dispute at least every 10 business days.
13. We will respond to Your dispute in writing giving:
  - a) Reasons for Our decision;
  - b) Information about how to access available external dispute resolution schemes; and
  - c) Notify You of the time frame within which You must register Your dispute with the external dispute resolution scheme.
14. If We are not able to resolve Your complaint to Your satisfaction within 45 days (including both the complaint and internal dispute resolution process referred in this section of the Code), We will inform You of the reasons for the delay and that You may take the complaint or dispute to Our External Dispute resolution scheme even if We are still considering it (and provided the complaint or dispute is within the scheme's Terms of Reference). We will inform You that You have this right and details of Our External Dispute Resolution scheme before the end of the 45-day period.
15. Chubb subscribes to the independent external dispute resolution scheme administered by the FOS. The FOS is available to customers and third parties who fall within the Terms of Reference of FOS.
16. External dispute resolution determinations made by FOS are binding upon us in accordance with the Terms of Reference.
17. Where the FOS Terms of Reference do not extend to You or Your dispute, We will advise You to seek independent legal advice or give You information about other external dispute resolution options (if any) that may be available to You.

You can contact the FOS in the following ways:

- By Phone: 1300 78 08 08
- By Mail: Financial Ombudsman Service  
GPO Box 3, Melbourne, VIC 3001

Information on the FOS may be obtained from its website at [www.fos.org.au](http://www.fos.org.au)

#### **Additional Information**

Our complaints and disputes procedures follow the requirements of the General Insurance Code of Practice (the 'Code'). Visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au) for more information about the Code.

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## Chubb Insurance Company of Australia Ltd Contact Details

### SYDNEY

**Street Address**

Citigroup Centre  
Level 29, 2 Park Street  
Sydney, NSW 2000 Australia

**Contact Numbers**

Ph 61-2-9273 0100  
Fax 61-2-9273 0101

### BRISBANE

**Street Address**

Level 24, 12 Creek Street  
Brisbane, QLD, 4000 Australia

**Postal Address**

GPO Box 1007  
Brisbane, QLD 4001 Australia

**Contact Numbers**

Ph 61-7-3227-5777  
Fax 61-7-3221-1677

### MELBOURNE

**Street Address**

Level 14, 330 Collins Street  
Melbourne, Victoria, 3000 Australia

**Contact Numbers**

Ph 61-3-9242 5111  
Fax 61-3-9642 0909

### PERTH

**Street Address**

Level 1, 225 St George's Terrace  
Perth, Western Australia 6000 Australia

**Contact Numbers**

Ph 61-8-6211 7777  
Fax 61-8-9226 2806

### CPI National Underwriting Centre

**Street Address**

Level 14, 379 Collins Street  
Melbourne, Victoria 3000 Australia

**Contact Numbers**

Ph 61-3-9242 5111  
Fax 61-3-9642 0909

**Postal Address**

P.O. Box 7105  
Cloisters Square  
Perth, Western Australia 6850

**DX Address**

DX 63525  
Mill Street, Western Australia

**Our web site can be visited at [www.chubbinsurance.com.au](http://www.chubbinsurance.com.au)**

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*Note: Information in this PDS that is not materially adverse, such as contact details and phone numbers may be subject to change from time to time. Updated information can be obtained at any time from Our website or by calling Chubb.*

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**This Product Disclosure Statement is dated 1st May 2011**



# Part B

## Masterpiece Policy Wording

### Introduction

*This is Your Chubb Masterpiece Policy. Together with Your Coverage Summary, it explains Your coverages and other conditions of Your insurance in detail. The coverages that apply to Your Policy are detailed in Your Coverage Summary.*

*This Policy is a contract between You and Us. Please read Your Policy carefully and keep it in a safe place.*

### Agreement

We agree to provide the insurance described in this Policy in consideration for payment of Your premium and compliance with the Policy conditions.

### Definitions

In this Policy, We use words in their plain English meaning.

Words with special meanings are defined in the part of the Policy where they are used. The few defined terms used throughout the Policy are defined here:

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<b>You and Your</b>	mean the person named in the Coverage Summary, and a spouse (legal or de facto) who lives with that person.
<b>We, Our and Us</b>	mean Chubb Insurance Company of Australia Limited (ABN 69 003 710 647, AFS Licence Number 239778).
<b>Family member</b>	means any person who lives with You, who is (i) Your relative; (ii) under 25 and in Your care; or (iii) under 25 and in Your relative's care.
<b>Policy</b>	means Your entire Masterpiece Policy, including the Coverage Summary.
<b>Coverage Summary</b>	means the most recent Coverage Summary We issued to You, including any subsequent Coverage updates.
<b>Occurrence</b>	means a loss or accident or damage or a series of losses, accidents or damages arising out of any one event to which this insurance applies occurring within the Policy period, irrespective of the number of claims. Continuous or repeated exposure to substantially the same general conditions unless excluded is considered to be one occurrence.
<b>Business</b>	means any employment, trade, occupation, profession or farm operation including the raising or care of animals.

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# Deluxe House Coverage

*This part of Your Masterpiece Policy provides You with coverage against physical loss or damage to Your house subject to the terms, conditions and exclusions stated in the Policy.*

*Exclusions to this coverage are described in **Exclusions**.*

## Definitions

Covered loss	means the physical loss or damage to Your house or other property covered under this part of Your Policy subject to the terms, conditions and exclusions in this Policy.
House	means the main dwelling at each location named in the Coverage Summary.
Reconstruction cost	means the amount required at the time of loss to repair or rebuild the house, whichever is less, at the same location with the same quality of materials and workmanship which existed before the loss. Reconstruction cost does not include payment for the excavation, replacement or stabilisation of land under or around Your house.

## How We Will Pay Your Claim

Sum Insured	The sum insured for each house for each occurrence is shown in the Coverage Summary. We may change this amount to the value of the property determined by valuation. The premium will be adjusted in accordance with Our standard rating. To help You and Us agree on the appropriate sum insured, We may, but are not obligated to, conduct appraisals of Your house and other permanent structures.
Inflation Protection	During the Policy period the sum insured will be increased daily to reflect the current effect of inflation. At the time of a covered loss, Your house sum insured will include any increase in the Consumer Price Index (all groups) from the beginning of the Policy period. When the Policy is renewed the sum insured and the premium will reflect the then current costs and values.
Deductible	A deductible listed in the Coverage Summary applies to each occurrence but it does not apply to a covered loss of more than \$50,000 unless the vacant house deductible of 5% as listed below applies.
Vacant house deductible	If the house has been empty of all unfixed furnishings and all contents for more than 60 consecutive days at the time of a covered loss, and You did not notify Us it would be vacant, the deductible will be increased to 5% of the sum insured (unless it is already 5% or greater). An additional premium will be charged on a vacant house, effective the date it becomes vacant.
Payment basis	Your Coverage Summary indicates the payment basis for each house.
Extended replacement cost	If the payment basis is extended replacement cost, We will pay the reconstruction cost even if this amount is greater than the sum insured for Your house shown in Your Coverage Summary.
Verified replacement cost	If the payment basis is verified replacement cost, We will pay the reconstruction cost up to the sum insured shown in the Coverage Summary whether or not You actually repair or rebuild Your house.
Conditional replacement cost	If the payment basis is conditional replacement cost, We will pay the lesser of: <ul style="list-style-type: none"><li>• the reconstruction cost; or</li><li>• the portion of the covered loss determined by dividing the sum insured shown in the Coverage Summary, by 100% of the actual amount required to rebuild the house; or</li><li>• the sum insured shown on the Coverage Summary.</li></ul>



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Your Duty

It is Your duty to maintain an appropriate sum insured and to advise Us of any additions, alterations or renovations to Your house or other permanent structures.

- Extended replacement cost and verified replacement cost are provided on the condition that You maintain at least the sum insured for Your house as previously agreed to, including any adjustments by Us based on appraisals, revaluations and annual adjustments for inflation.
- If You do not repair, replace or rebuild Your house or other permanent structure at the same location, the payment basis will be replacement cost.
- If at any time:
  - You are newly constructing Your house or an other permanent structure; or
  - You are constructing additions, alterations, or renovations to Your house or an other permanent structure that results in Your living out of the house during any part of the construction, or such that a house rented to others cannot reasonably be lived in during any part of the construction; or
  - the reconstruction cost of additions, alterations, or renovations to Your house is at least \$200,000 or more than 10% of the sum insured for the house, whichever is less; or
  - the reconstruction cost of additions, alterations, or renovations to Your other permanent structure is at least \$200,000 or more than 10% of the sum insured for the house, whichever is less,

Your payment basis for Your house or other permanent structures will be conditional replacement cost. Conditional replacement cost will remain Your payment basis until construction is completed.

- If You have a partial loss to Your house and do not begin to repair, replace or rebuild the lost or damaged property within 180 days from the date of loss, We will only pay the reconstruction cost less depreciation unless You are prevented from repairing or replacing the lost or damaged property due to inaction of the local council or such like authority which is beyond Your control.
- If You cannot repair, replace or rebuild Your home because Your primary mortgagee or its assignees has recalled Your mortgage, We will pay the reconstruction cost up to the sum insured shown in the Coverage Summary for Your house, minus what is due to the mortgagee. And We will pay the first legal mortgagee what is due to him.

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## Extra Coverages

These coverages are included in Your Deluxe House Coverage and are in addition to the sum insured for Your house unless stated otherwise or an exclusion applies. The deductible applies to Extra Coverages unless stated otherwise.

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Other permanent structures

We cover other permanent structures on the grounds of Your house. For a covered loss to these structures, We will pay up to a total of 30% of the house sum insured for the location at which a covered loss to these structures occurs, plus any additional amount of coverage shown in the Coverage Summary for “other permanent structures” at this location. The same payment basis applies to other permanent structures as to the house itself.

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Additional living expense

Under certain conditions (described below), when Your house or other permanent structure cannot be lived in because of a covered loss to Your house or other permanent structure, or if applicable, its contents, We cover the expenses detailed below. There is no deductible for this coverage.

*Extra living expenses*

If a covered loss makes Your house or other permanent structure uninhabitable, We cover the reasonable increase in Your normal living expenses that is necessary to maintain Your household's usual standard of living. We cover this increase for the reasonable amount of time it should take to restore Your house or other permanent structure to a habitable condition or if You or members of Your household permanently relocate, the shortest amount of time required to settle elsewhere. However, if You are newly constructing Your house or other permanent structure or constructing additions, alterations, or renovations to Your house or other permanent structure at the time of a covered loss, We only cover the increase in Your normal living expenses incurred by You for the reasonable amount of time required to restore the house or other permanent structure to the condition it was in prior to the covered loss. This period of time is not limited by the expiration of this Policy.

*Extra boarding expenses for pets*

If You are entitled to a benefit payable under the extra living expenses section and You have pets that are not permitted to stay with You under the terms and conditions of Your temporary accommodation, We will pay for the reasonable expenses incurred to board Your pets in alternative accommodation for the time You are receiving the extra living expenses up to a maximum of \$30,000.

*Fair rental value*

If a covered loss makes a part of Your house or other permanent structure which You usually rent to others uninhabitable, We cover its fair rental value during the period of time it is usually rented for the reasonable amount of time required to restore it to a habitable condition. This period of time is not limited by the expiration of this Policy.

*Forced evacuation*

If You are forced to evacuate Your house and other permanent structure as a direct result of a covered loss or a reasonable threat of a loss covered under this Policy, We cover the reasonable increase in Your normal living expenses incurred by You that is necessary to maintain Your household's usual standard of living. We also cover any loss in fair rental value if Your house or other permanent structure is usually held for rental, but We do not cover any loss due to cancellation of a lease or agreement. We cover these forced evacuation expenses for up to 90 days, even if the Policy period ends during that time.

*Evacuation boarding expenses for pets*

If You are entitled to a benefit payable under the forced evacuation expenses section and You have pets that are not permitted to stay with You under the terms and conditions of Your temporary accommodation, We will pay for the reasonable expenses incurred to board Your pets in alternative accommodation for a maximum period of 90 days up to a maximum of \$2,500.

*Emergency clothing and essential purchases*

If You or a family member are not able to access Your house, We will pay up to a maximum \$5,000 for essential replacement clothing and toiletry items You or a family member need to purchase as a result of a covered forced evacuation loss.

**Land**

If there is a covered loss to Your house or other permanent structure and the related repair or rebuilding requires excavation, replacement or stabilisation of land under or around Your house or other permanent structure, We will also pay up to 10% of the amount of the covered loss to Your house or other permanent structure for the excavation, replacement or stabilisation of the land.

**Landscaping**

We cover trees, shrubs, plants and lawns at Your house against the perils of fire, lightning, explosion, civil disturbance, vandalism, malicious mischief, theft and loss caused by a vehicle or aircraft.

We will pay up to a total of 5% of the sum insured shown in the Coverage Summary for the house at which the loss occurs, but not more than \$20,000 for any one tree, shrub or plant. If Your payment basis is extended replacement cost, the 5% is applied to the increased amount of coverage.

This extra coverage applies only if You begin to repair or replace the lost or damaged property within 180 days of the date of loss.



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Tree removal	<p>Unless covered elsewhere under this Policy, We will pay the reasonable expenses You incur up to a total of \$5,000 for each occurrence to remove trees which have fallen, or trees threatening to fall and cause damage to Your house or neighbouring premises, due to wind, hail, sleet or the weight of ice or snow, fire, lightning, explosion, riot or civil commotion, earthquake or malicious mischief. These payments apply only to fallen trees, or trees threatening to fall and cause damage, at a location shown in the Coverage Summary.</p> <p>This extra coverage applies only if You begin to repair or replace the lost or damaged property within 180 days of the date of loss. There is no deductible for this coverage.</p>
Fire department charges	<p>If a fire department is called to protect Your house or its grounds against a covered loss or potential covered loss, We will pay up to \$5,000 for any charges imposed by law or assumed by written agreement. There is no deductible for this coverage.</p>
Lock replacement	<p>If the keys to Your house are lost or stolen, We will pay the cost of replacing the locks. In addition, if the keys which are lost or stolen contain an electronic unlocking device to Your car on the same key ring which is lost or stolen at the same time, We will pay the cost of replacing the electronic unlocking device up to a maximum of \$5,000.</p> <p>You must notify Us in writing within 72 hours of discovering this loss.</p> <p>There is no deductible for this coverage.</p>
Debris removal	<p>Unless covered elsewhere under this Policy, We cover the reasonable expenses You incur made necessary by a covered loss to demolish damaged covered property, if necessary, and to remove debris of the covered loss including the property that caused a covered loss up to 30% of the sum insured for Your house shown in the Coverage Summary.</p>
Emergency repairs	<p>After a covered loss, We cover the reasonable expenses You incur for necessary emergency repairs made solely to protect Your house or other permanent structure against further covered damage. These payments do not increase the sum insured for Your house or other permanent structures.</p>
Modification costs	<p>We cover You or a family member for the necessary expenses, up to a maximum of \$50,000, to make modifications to Your house, so that You may remain in Your house, if You or a family member is permanently disabled as the result of an accident during the Policy period.</p>
<i>Permanently disabled</i>	<p>means:</p> <ul style="list-style-type: none"><li>• permanent physical severance at or above both ankles or permanent total loss of use of both legs or feet; or</li><li>• permanent physical severance at or above both wrists or permanent total loss of use of both arms or hands; or</li><li>• total and irrevocable loss of sight in both eyes.</li></ul>
Construction works and materials	<p>We will cover the works, building materials and construction supplies owned by You at each location listed in the Coverage Summary for use in the construction, addition, alteration or renovation of Your house or other permanent structure up to 10% of the sum insured for the house or \$200,000, whichever is less. If the cost of the building work exceeds this amount You must notify Us before the building works begin and it is Our decision whether to accept the increased risk of the insurance and, if so, on what terms.</p> <p>These payments apply only to a covered loss, and they do not increase the sum insured for Your house or other permanent structures.</p>

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Rebuilding to code	<p>After a covered loss, We cover the necessary cost of conforming to any law or to any ordinance that requires or regulates:</p> <ul style="list-style-type: none"> <li>• the repair, replacement, or rebuilding or demolition of the damaged portion of Your house or other permanent structures made necessary by the covered loss;</li> <li>• the demolition, replacement, or rebuilding of the undamaged portion of Your house or other permanent structure necessary to complete the repair, replacement or rebuilding of the damaged portion of Your house or other permanent structure; or</li> <li>• the demolition of the undamaged portion of Your house or other permanent structure when Your house or other permanent structure must be totally demolished.</li> </ul> <p>If You do not repair Your house or other permanent structures or rebuild it at the same location, this coverage does not apply. However, We do provide coverage if it is determined that Your house or other permanent structure must be relocated due to zoning or land use regulations of the Commonwealth, State, Territory or Local Government.</p>
Mortgage discharge	<p>We will pay the reasonable legal costs to discharge Your mortgage if Your claim is for a total loss under this Policy up to a maximum of \$5,000.</p>
Mould remediation expenses	<p>We provide coverage for mould remediation expenses You incur, made necessary by a covered water damage loss to Your house, other permanent structure, or to contents if Deluxe Contents Coverage is provided under Your Policy. For each occurrence, We will pay up to a total of \$25,000, plus any additional amount of coverage shown in the Coverage Summary for mould remediation expenses at this location. This coverage applies only to the portion of the house, other permanent structure or contents, which directly sustained the covered water damage loss. These payments do not increase the sum insured for Your house, other permanent structure or contents.</p>
<i>Mould remediation</i>	<p>means the reasonable and necessary costs not otherwise covered for:</p> <ul style="list-style-type: none"> <li>• testing the indoor air quality for mould;</li> <li>• testing the surfaces and materials of Your house, other permanent structure or contents for mould;</li> <li>• developing a mould remediation plan; and</li> <li>• implementing a mould remediation plan including the clean up, removal, containment, treatment, or disposal of mould.</li> </ul> <p>Mould remediation also means the reasonable and necessary costs, including the increased cost, not otherwise covered for:</p> <ul style="list-style-type: none"> <li>• removing debris solely due to mould; and</li> <li>• repairing or replacing covered property damaged or removed solely due to mould.</li> </ul>
<i>Temporary relocation expenses</i>	<p>means:</p> <ul style="list-style-type: none"> <li>• the reasonable increase in Your normal living expenses that is necessary to maintain Your household's usual standard of living for the reasonable amount of time required to complete mould remediation; and</li> <li>• the fair rental value of that part of Your house rented or held for rental, for the reasonable amount of time required to complete mould remediation, during the period of time it is usually rented.</li> </ul>
<i>Contents</i>	<p>means personal property You or a family member owns or possesses covered by Us.</p>
<i>Mould</i>	<p>means fungi, mould, mould spores, mycotoxins, and the scents and other by-products of any of these</p> <p>We will not make any additional payments for mould remediation expenses or temporary relocation expenses under any other Extra Coverage. The amount of coverage for mould remediation expenses and temporary relocation expenses is the most We will pay for the sum of all mould remediation expenses and temporary relocation expenses, regardless of the number of covered water damage losses that occur during the Policy period.</p>



## Exclusions

These exclusions apply to Your Deluxe House Coverage, including the Extra Coverages, unless stated otherwise. The words “caused by” mean any loss that is contributed to, made worse by, or in any way results from that peril.

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<b>Wear and tear</b>	We do not cover any loss caused by wear and tear, gradual deterioration, fading, rust, corrosion, bacteria, dry or wet rot, warping, insects or vermin. We do insure subsequent covered loss unless another exclusion applies.
<b>Fungi and mould</b>	We do not provide coverage for the presence of mould, however caused, or any loss caused by mould, other than as provided under the Extra Coverage, “Mould remediation expenses”. But We do cover mould resulting from fire or lightning unless another exclusion applies. <b>Mould</b> means fungi, mould, mould spores, mycotoxins, and the scents and other by-products of any of these.
<b>Inherent vice and breakdown</b>	We do not cover any loss caused by inherent vice, latent defect or mechanical breakdown if: i) You were aware of the inherent vice, latent defect or mechanical breakdown at the time this Policy was entered into; or ii) a reasonable person in the circumstances could be expected to have been aware of the inherent vice, latent defect or mechanical breakdown at the time this Policy was entered into. We do cover any damage to household electrical motors provided there is actual burning out of the motor and provided the burning out is not caused by lack of proper maintenance. We do insure subsequent covered loss unless another exclusion applies.
<b>Contamination</b>	We do not cover any loss caused by the discharge, dispersal, seepage, migration or release or escape of pollutants. Nor do We cover the cost to extract pollutants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water. A <b>pollutant</b> is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. A <b>contaminant</b> is an impurity resulting from the mixture of a substance with a foreign substance. <b>Waste</b> includes materials to be disposed of, recycled, reconditioned or reclaimed.
<b>Loss by animals</b>	We do not cover any loss caused by vermin, insects, or rodents. We do insure subsequent covered loss unless another exclusion applies.
<b>Structural movement</b>	We do not cover any loss caused by settling, cracking, shrinking, bulging or expansion. But We do insure subsequent covered loss unless another exclusion applies.
<b>Special rules for escaping water</b>	If any of the causes of loss previously described in the exclusions for wear and tear, fungi and mould, inherent vice and breakdown, contamination, loss by animals or structural movement cause water to escape from within a household appliance, swimming pool or plumbing, heating or air conditioning system, We cover the loss caused by the water. We provide this coverage unless an exclusion applies other than the exclusions for wear and tear, fungi and mould, inherent vice and breakdown, contamination, loss by animals or structural movement. This coverage also includes the cost of tearing out and replacing any part of the house or other permanent structure necessary to repair the appliance, swimming pool, or system. But We do not cover loss to the appliance, swimming pool, or system itself.
<b>Flood</b>	We do not cover any loss caused by flood, waves or tidal water, overflow of a body of water or spray from any of these even if it is driven by wind. <b>Flood</b> means the inundation of normally dry land by water escaping or released from the normal confines of any natural watercourse or lake or of any reservoir, canal or dam. But We do provide cover against tsunami and We do insure subsequent covered loss unless another exclusion applies. <b>Tsunami</b> means a sea wave caused by a disturbance of the ocean floor or by a seismic movement.

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Freezing damage to outside structures	<p>We do not cover losses caused by freezing, thawing, ice or snow even if the ice or snow is driven by wind to any: fence, arbor, footpath, patio, landing or step, septic system, swimming pool or hot tub including their installed equipment, footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of Your house or an other permanent structure, retaining wall, bulkhead, pier, wharf, dock or bridge. But We do insure subsequent covered loss unless another exclusion applies.</p>
Failure to protect	<p>We do not cover any loss or damage caused by Your failure to use all reasonable means to protect property before, at, or after the time of a loss.</p>
Intentional acts	<p>We do not cover any loss caused intentionally by a person named in the Coverage Summary, that person's spouse, a family member or a person who lives with You. We also do not cover any loss caused intentionally by a person acting under the direction or instruction of a person named in the Coverage Summary, that person's spouse, a family member, or a person who lives with You. But We do provide coverage for You or a family member who is not directly or indirectly responsible for causing the intentional loss. An intentional act is one which is done deliberately with conscious design. However, this exclusion shall not apply when the loss is caused by an intentional act committed for the purpose of preventing personal injury or property damage or eliminating danger to persons or property.</p>
Faulty planning, construction or maintenance	<p>We do not cover any loss caused by the faulty acts, errors or omissions of You or any other person in planning, construction or maintenance. It does not matter whether the faulty acts, errors or omissions take place on or off the insured property.</p> <p>But We do insure subsequent covered loss unless another exclusion applies. <b>Planning</b> includes zoning, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or construction standards. <b>Construction or maintenance</b> includes grading, compacting, materials, workmanship, and parts or equipment used for construction, repair or maintenance.</p>
Earth movement	<p>We do not cover any loss caused by earth movement from any cause including volcanic eruptions, landslides, mud flows and the sinking, rising or shifting of land unless caused directly by earthquake. We do insure subsequent covered loss due to fire, explosion, theft or glass breakage unless another exclusion applies.</p>
Acts of war	<p>We do not cover any loss caused by war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. If any act that is within this exclusion involves nuclear reaction, radiation, or radioactive contamination, this acts of war exclusion supersedes the nuclear, biological, chemical or radiation hazard exclusion.</p>
Nuclear, biological, chemical or radiation hazard	<p>We do not cover any loss caused by nuclear reaction, radiation, or biological, chemical, radioactive contamination, regardless of how it was caused. But We do insure subsequent covered loss due to fire resulting from a nuclear reaction unless another exclusion applies.</p>



# Deluxe Contents Coverage

*This part of Your Masterpiece Policy provides You with coverage against physical loss or damage to Your contents anywhere in the world subject to the terms, conditions and exclusions stated in the Policy.*

## Definitions

Contents	means personal property You or a family member owns or possesses. Contents includes carpets and curtains.
Covered loss	is the physical loss or damage to Your contents or other property covered under this part of Your Policy subject to the terms conditions and exclusions in this Policy.
Replacement cost	means the full cost to replace the contents without deduction for depreciation or the amount required to repair the damage, whichever is less, up to the sum insured.
Your residence	means Your residence with Deluxe Contents Coverage listed in Your Coverage Summary.

## How We will Pay Your Claim

Sum insured	The sum insured for each house for each occurrence is shown in the Coverage Summary. You agree that We may change this amount when valuations are conducted and when the Policy is renewed, to reflect current costs and values. The premium will be adjusted in accordance with Our standard rating.
<i>Inflation protection</i>	<p>During the Policy period, the sum insured will be increased daily to reflect the current effect of inflation. At the time of a covered loss, Your contents sum insured will include any increase in the Consumer Price Index (all groups) from the beginning of the Policy period.</p> <p>If, after a covered loss to both house and contents, We pay more than the house sum insured because of extended replacement cost, We will automatically increase the contents sum insured for that loss by the same percentage that We increased the amount of house coverage.</p>
Payment basis	The payment basis for contents is replacement cost. For a covered loss to contents, the amount of coverage depends on where the loss occurs.
<i>At Your residence</i>	If the covered loss takes place at Your residence, We will pay up to the contents sum insured at that residence, for each occurrence.
<i>Away from Your residence</i>	<p>If the covered loss takes place away from any residence You own or live at, for each occurrence We will choose the location which is most favourable to You as the single listed location on which the payment is to be made.</p> <p>Regardless of the number of policies providing You with contents coverage, payment will be made based only on this chosen location and will not be made under more than one policy.</p>
<i>At a residence not listed in this Policy</i>	<p>If the covered loss takes place at a residence You own or live at that does not have contents coverage listed in this Policy or any other Policy issued by a direct or indirect subsidiary of The Chubb Corporation, We will pay up to 10% of the highest sum insured for contents in this Policy, for each occurrence. However, contents in a newly acquired principal residence is not subject to this limitation, for the 60 days immediately after You begin to move Your contents there.</p> <p>We will choose the location which is most favourable to You as the single listed location on which the payment is to be made.</p> <p>Regardless of the number of policies providing You with contents coverage, payment will be made based only on this chosen location and will not be made under more than one policy.</p>
Deductible	A deductible listed in the Coverage Summary applies to each occurrence. But it does not apply to a covered loss of more than \$50,000.

**Pairs, sets and parts**

For covered loss or damage to a pair or set, or to part of a larger unit, We will pay whichever of the following is least:

- the cost to repair the damaged property to its condition before the loss;
- the cost to replace it; or
- the cost to make up the difference between its market value before and after the loss.

However, if You agree to surrender the undamaged article(s) of the pair, set or parts to Us and We agree to accept them, We will pay You the full replacement cost of the entire pair, set or parts.

**Special limits**

For a covered loss to each category of contents listed below, We will not pay more than the amounts shown. These special limits do not increase the sum insured for Your contents or on any item covered elsewhere in this policy.

Item	Special Limit
<b>Legal tender</b> , travellers cheques, bank notes, stored value cards, bullion, gold, silver, platinum, or tokens.	\$2,500
<b>Securites</b> , accounts (other than accounts covered under Extra Coverages - “Account Funds”), deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports or tickets.  However, when this property is located in a bank vault or bank safe deposit box rented in the name of You or a family member having authorised access, Your full contents coverage away from Your residence will apply for a covered loss.	\$5,000
<b>Trailers</b>	\$5,000
<b>Watercraft</b> including boats, canoes, rafts and jetskis and their furnishings, equipment and outboard motors.	\$10,000
<b>Jewellery</b> , watches or precious and semi precious stones, whether set or unset that are lost, misplaced or stolen.	\$25,000 per item up to \$50,000 per occurrence
<b>Furs</b> that are lost, misplaced or stolen.	\$5,000
<b>Items of precious metals</b> including silverware, tableware, trays, trophies and similar household articles, other than jewellery, which are made of gold, gold-plate, silver, silver-plate, pewter or platinum.	\$100,000
<b>Collectible stamps</b> , coins and medals  However when this property is located in a bank vault or bank safe deposit box rented in the name of You or a family member having authorised access, Your full contents coverage away from Your residence will apply for a covered loss.	\$5,000
<b>Guns</b> that are lost, misplaced or stolen.	\$5,000



## Extra Coverages

These coverages are included in Your Deluxe Contents Coverage and are in addition to the sum insured for Your contents unless stated otherwise or an exclusion applies. The deductible applies to Extra Coverages unless stated otherwise.

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<b>Business property</b>	We will pay up to \$50,000 for a covered loss to business property You own or possess or We will pay up to \$75,000 for a covered loss to business property You own or possess as a qualified medical practitioner, veterinarian, lawyer or architect working from the location listed in the Coverage Summary.
<i>Business property</i>	means furniture, supplies, equipment, inventory, books, records, and electronic data processing property used to conduct Your business.
<b>Newly acquired items</b>	We cover Your newly acquired contents for 20% of the highest amount of Deluxe Contents Coverage as listed on Your Coverage Summary but You must request cover for the newly acquired contents within 60 days after You acquire them and pay Us the additional premium from the date acquired. We reserve the right not to insure the newly acquired contents after the 60th day.
<b>Data replacement</b>	We cover Your personal data stored on computer software which You own or possess. We will pay up to \$10,000 for the replacement or recreation by an external professional person or body of that personal data as a result of a covered loss or computer virus.
<i>Computer virus</i>	means an illegal or malicious entry into electronic data processing property which results in functions that distort, corrupt or manipulate the electronic data processing property.
<b>Endangered property</b>	Covered contents removed from Your residence because the residence is endangered by a covered peril are covered against any peril for up to 90 days. These payments do not increase the sum insured for Your contents.
<b>Food spoilage</b>	We cover food or wine while contained in a refrigerator or freezer which spoils due to changes in, or extremes of, temperature caused by: <ul style="list-style-type: none"><li>• off premises power interruption;</li><li>• interruption of premises power supply; or</li><li>• mechanical or electrical breakdown of refrigeration equipment.</li></ul> This coverage applies only to spoilage which occurs at any residence You own or live at. This payment does not increase the sum insured for Your contents. For a covered loss to wine, We will not pay more than \$10,000.
<b>Account funds</b>	We will pay up to \$25,000 for the loss of Your financial institution account funds due to the unauthorised use of Your bank card, debit card, or their account numbers, including unauthorised electronic fund transfers. This coverage is afforded only if there has been compliance with the terms for using the account.
<i>Account funds</i>	means funds from an account that You or a family member may access.
<i>Unauthorised use</i>	means removal of funds from Your financial institution account without permission from You or a family member. Unauthorised use does not mean the removal of funds from Your financial institution account: <ul style="list-style-type: none"><li>• in excess of the amount authorised by You or a family member; or</li><li>• by a person or entity with unlimited access to these funds.</li></ul>

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**Contents of a relative-in-care** We will pay up to \$10,000 for a covered loss to contents a relative-in-care owns or possesses and usually keeps at a residential care facility.

This coverage applies to a covered loss occurring at the facility where the relative-in-care resides. The amount of coverage is the most We will pay for each occurrence regardless of the number of relatives-in-care residing in the same unit in the facility. The payment basis for contents of a relative-in-care is replacement cost. Our payment is subject to a \$500 deductible.

The same special limits apply to the contents of a relative-in-care as to Your contents with the following exceptions:

<b>Legal tender</b> , travellers cheques, bank notes, stored value cards, bullion, gold, silver, platinum, or tokens	\$500
<b>Jewellery</b> , watches or precious and semi-precious stones, whether set or unset, that are lost, misplaced, or stolen	\$1,500

**Guest property** We cover personal property of Your guests, domestic workers or relatives while it is in any house occupied by You or a family member.

**The following Extra Coverages apply only at a residence listed in the Coverage Summary where You are a tenant or a unit owner:**

**Additions and Alterations** We cover Your building additions, alterations, fixtures, improvements, installations or items of real property that You own or are responsible to insure at Your residence. This includes breakage of glass or safety glazing material in the building or a door or window. We also cover any other structure at Your residence that is owned by You or available for Your exclusive use and which You are required to insure. But the loss must be for that part of Your unit in which You have an insurable interest.

For a covered loss to these items, We will pay up to 25% of the contents sum insured plus any higher amount listed in the Coverage Summary for Additions and Alterations. The same payment basis applies to Additions and Alterations as to contents. However, if You have a covered loss to Additions and Alterations and do not begin to repair, replace or rebuild the lost or damaged property within 180 days from the date of loss, We will only pay the reconstruction cost less depreciation.

**Additional living expense** Under certain conditions (described below), when Your residence cannot be lived in because of a covered loss to Your residence, or if applicable, its contents, We cover the expenses detailed below. There is no deductible for this coverage.

**Extra living expenses** If a covered loss makes Your residence uninhabitable, We cover the reasonable increase in Your normal living expenses that is necessary to maintain Your household’s usual standard of living. We cover this increase for the reasonable amount of time it should take to restore Your residence to a habitable condition or if You or members of Your household permanently relocate, the shortest amount of time required to settle elsewhere. However, if You are newly constructing Your residence or constructing additions, alterations, or renovations to Your residence at the time of a covered loss, We only cover the increase in Your normal living expenses incurred by You for the reasonable amount of time required to restore the residence to the condition it was in prior to the covered loss. This period of time is not limited by the expiration of this Policy.

**Extra boarding expenses for pets** If You are entitled to a benefit payable under the extra living expenses section and You have pets that are not permitted to stay with You under the terms and conditions of Your temporary accommodation, We will pay for the reasonable expenses incurred to board Your pets in alternative accommodation for the time you are receiving the extra living expenses up to a maximum of \$30,000.

**Fair rental value** If a covered loss makes a part of Your residence which You usually rent to others uninhabitable, We cover its fair rental value during the period of time it is usually rented for the reasonable amount of time required to restore it to a habitable condition. This period of time is not limited by the expiration of this Policy.



<i>Forced evacuation</i>	<p>If You are forced to evacuate Your residence as a direct result of a covered loss or a reasonable threat of a loss covered under this Policy, We cover the reasonable increase in Your normal living expenses incurred by You that is necessary to maintain Your household's usual standard of living. We also cover any loss in fair rental value if Your residence is usually held for rental, but We do not cover any loss due to cancellation of a lease or agreement. We cover these forced evacuation expenses for up to 90 days, even if the Policy period ends during that time.</p>
<i>Evacuation boarding expenses for pets</i>	<p>If You are entitled to a benefit payable under the forced evacuation expenses section and You have pets that are not permitted to stay with You under the terms and conditions of Your temporary accommodation, We will pay for the reasonable expenses incurred to board Your pets in alternative accommodation for a maximum period of 90 days up to a maximum of \$2,500.</p>
<i>Emergency clothing and essential purchases</i>	<p>If You or a family member are not able to access Your residence, We will pay up to a maximum \$5,000 for essential replacement clothing and toiletry items You or a family member need to purchase as a result of a covered forced evacuation loss.</p>
<i>Common Area Cover</i>	<p>If You are a unit owner We will pay up to \$50,000 for any one occurrence for Your share of any extraordinary payments or special levies charged against all strata title owners for common property or area loss or damages during the Policy period, which are in excess of Your body corporate or strata insurance. The common property or area loss or damages must be a result of a covered loss to property or as a result of liability that would be covered under this Policy. We will not pay any deductible amount that You are expected to pay under Your body corporate or strata insurance. There is no deductible for this coverage.</p>
<i>Landscaping</i>	<p>We cover Your trees, shrubs, plants and lawns at Your residence against certain kinds of perils. These are fire, lightning, explosion, civil disturbance, vandalism, malicious mischief, theft and loss caused by a vehicle or aircraft.</p> <p>We will pay up to a total of 10% of the contents sum insured at the location at which the loss occurs, but not more than \$20,000 for any one tree, shrub or plant.</p> <p>This extra coverage applies only if You begin to repair or replace the lost or damaged property within 180 days of the date of loss.</p>
<i>Tree removal</i>	<p>Unless covered elsewhere under this Policy, We will pay the reasonable expenses You incur up to a total of \$5,000 for each occurrence to remove trees which have fallen, or trees threatening to fall and cause damage to Your residence or neighbouring premises, due to wind, hail, sleet or the weight of ice or snow, fire, lightning, explosion, riot or civil commotion, earthquake or malicious mischief. These payments apply only to fallen trees, or trees threatening to fall and cause damage, at a location shown in the Coverage Summary.</p> <p>This extra coverage applies only if You begin to repair or replace the lost or damaged property within 180 days of the date of loss. There is no deductible for this coverage.</p>
<i>Fire department charges</i>	<p>If a fire department is called to protect Your residence or its grounds against a covered loss or potential covered loss, We will pay up to \$5,000 for any charges imposed by law or assumed by written agreement. There is no deductible for this coverage.</p>
<i>Lock replacement</i>	<p>If the keys to Your residence are lost or stolen, We will pay the cost of replacing the locks. In addition, if the keys which are lost or stolen contain an electronic unlocking device to Your car on the same key ring which is lost or stolen at the same time, We will pay the cost of replacing the electronic unlocking device up to a maximum of \$5,000. There is no deductible for this coverage.</p> <p><b>You must notify Us in writing within 72 hours of discovering this loss.</b></p>
<i>Debris removal</i>	<p>Unless covered elsewhere under this Policy, We cover the reasonable expenses You incur made necessary by a covered loss to demolish damaged covered property, if necessary, and to remove debris of the covered loss including the property that caused a covered loss up to 30% of the sum insured shown in the Coverage Summary.</p>
<i>Emergency repairs</i>	<p>After a covered loss, We cover the reasonable expenses You incur for necessary emergency repairs made solely to protect Your residence against further covered damage. These payments do not increase the sum insured for Your residence.</p>

<p><b>Modification costs</b></p>	<p>We cover You or a family member for the necessary expenses, up to a maximum of \$50,000, to make modifications to Your residence, if permitted under the terms and conditions of Your agreement, so that You may remain in Your residence, if You or a family member is permanently disabled as the result of an accident during the Policy period.</p>
<p><i>Permanently disabled</i></p>	<p>means:</p> <ul style="list-style-type: none"> <li>• permanent physical severance at or above both ankles or permanent total loss of use of both legs or feet; or</li> <li>• permanent physical severance at or above both wrists or permanent total loss of use of both arms or hands; or</li> <li>• total and irrevocable loss of sight in both eyes.</li> </ul>
<p><b>Construction works and materials</b></p>	<p>We will cover the works, building materials and construction supplies owned by You and located on the grounds of Your residence intended for use in its construction, addition, alteration or renovation up to 25% of the contents sum insured or \$200,000, whichever is less. If the cost of the building work exceeds this amount You must notify Us before the building works begin and it is Our decision whether to accept the increased risk of the insurance and, if so, on what terms. These payments apply only to a covered loss, and they do not increase the sum insured for Your residence.</p>
<p><b>Rebuilding to code</b></p>	<p>After a covered loss, We cover the necessary cost of conforming to any law or to any ordinance that requires or regulates:</p> <ul style="list-style-type: none"> <li>• the repair, replacement, or rebuilding or demolition of the damaged portion of Your additions and alterations made necessary by the covered loss;</li> <li>• the demolition, replacement, or rebuilding of the undamaged portion of Your additions and alterations necessary to complete the repair, replacement or rebuilding of the damaged portion of Your residence or other permanent structure; or</li> <li>• the demolition of the undamaged portion of Your additions and alterations when Your residence must be totally demolished.</li> </ul>
<p><b>Mortgage discharge</b></p>	<p>We will pay the reasonable legal costs to discharge Your mortgage if Your claim is for a total loss under this Policy up to a maximum of \$5,000.</p>
<p><b>Mould remediation expenses</b></p>	<p>We provide coverage for mould remediation expenses You incur, made necessary by a covered water damage loss to Your residence. For each occurrence, We will pay up to a total of \$25,000, plus any additional amount of coverage shown in the Coverage Summary for mould remediation expenses at this location. This coverage applies only to the portion of Your contents or additions and alterations, which directly sustained the covered water damage loss. These payments do not increase the sum insured for Your residence.</p>
<p><i>Mould remediation</i></p>	<p>means the reasonable and necessary costs not otherwise covered for:</p> <ul style="list-style-type: none"> <li>• testing the indoor air quality for mould;</li> <li>• testing the surfaces and materials of Your additions and alterations or contents for mould;</li> <li>• developing a mould remediation plan; and</li> <li>• implementing a mould remediation plan including the clean up, removal, containment, treatment, or disposal of mould.</li> </ul> <p>Mould remediation also means the reasonable and necessary costs, including the increased cost, not otherwise covered for:</p> <ul style="list-style-type: none"> <li>• removing debris solely due to mould; and</li> <li>• repairing or replacing covered property damaged or removed solely due to mould.</li> </ul> <p>We also provide coverage for temporary relocation expenses You incur, made necessary by mould remediation. For each occurrence, We will pay up to 20% of the total amount of mould remediation expense coverage. There is no deductible for temporary relocation expenses.</p>



Temporary relocation expenses

means

- the reasonable increase in Your normal living expenses that is necessary to maintain Your household’s usual standard of living for the reasonable amount of time required to complete mould remediation; and
- the fair rental value of that part of Your residence rented or held for rental, for the reasonable amount of time required to complete mould remediation, during the period of time it is usually rented.

Mould

means fungi, mould, mould spores, mycotoxins, and the scents and other by-products of any of these.

We will not make any additional payments for mould remediation expenses or temporary relocation expenses under any other Extra Coverage. The amount of coverage for mould remediation expenses and temporary relocation expenses is the most We will pay for the sum of all mould remediation expenses and temporary relocation expenses, regardless of the number of covered water damage losses that occur during the Policy period.

### Exclusions

These exclusions apply to Your Deluxe Contents Coverage, including the Extra Coverages, unless stated otherwise. The words “caused by” mean any loss that is contributed to, made worse by, or in any way results from that peril.

Wear and tear

We do not cover any loss caused by wear and tear, gradual deterioration, fading, rust, corrosion, bacteria, fungi, mould, dry or wet rot, warping, insects or vermin. We do insure subsequent covered loss unless another exclusion applies.

Fungi and mould

We do not provide coverage for the presence of mould, however caused, or any loss caused by mould. But We do cover mould resulting from fire or lightning unless another exclusion applies. **Mould** means fungi, mould, mould spores, mycotoxins, and the scents and other by-products of any of these.

Inherent vice and breakdown

We do not cover any loss caused by inherent vice, latent defect or mechanical breakdown if:

- You were aware of the inherent vice, latent defect or mechanical breakdown at the time this Policy was entered into; or
- a reasonable person in the circumstances could be expected to have been aware of the inherent vice, latent defect or mechanical breakdown at the time this Policy was entered into.

We do cover any damage to household electrical motors provided there is actual burning out of the motor and provided the burning out is not caused by lack of proper maintenance. We do insure subsequent covered loss unless another exclusion applies.

Contamination

We do not cover any loss caused by the discharge, dispersal, seepage, migration or release or escape of pollutants. Nor do We cover the cost to extract pollutants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water. A **pollutant** is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. A **contaminant** is an impurity resulting from the mixture of a substance with a foreign substance. **Waste** includes materials to be disposed of, recycled, reconditioned or reclaimed.

Loss by animals

We do not cover any loss caused by vermin, insects or rodents. But We do insure subsequent covered loss unless another exclusion applies.

Special rules for escaping water	If any of the causes of loss previously described in the exclusions for wear and tear, fungi and mould, inherent vice and breakdown, contamination or loss by animals cause water to escape from within a household appliance, swimming pool or plumbing, heating or air conditioning system, We cover the loss caused by the water. We provide this coverage unless an exclusion applies other than the exclusions for wear and tear, fungi and mould, inherent vice and breakdown, contamination or loss by animals. This coverage also includes the cost of tearing out and replacing any part of the house or other permanent structure necessary to repair the appliance, swimming pool, or system. But We do not cover loss to the appliance, swimming pool, or system itself.
Flood	We do not cover any loss caused by flood, waves or tidal water, overflow of a body of water or spray from any of these even if it is driven by wind. <b>Flood</b> means the inundation of normally dry land by water escaping or released from the normal confines of any natural watercourse or lake or of any reservoir, canal or dam. But We do provide cover against tsunami and We do insure subsequent covered loss unless another exclusion applies. <b>Tsunami</b> means a sea wave caused by a disturbance of the ocean floor or by a seismic movement.
Business property	We do not cover any loss to business furnishings, supplies, equipment or inventory unless it is business property covered as an Extra Coverage.
Computer error	We do not cover any cost to correct a malfunction, error or deficiency in programming or instructions to a computer or in the computer itself.
Tenant property	We do not cover any loss to property of roomers, boarders, or other tenants.
Motorised land vehicles	We do not cover any loss to a motorised land vehicle. But We do cover decommissioned motorised land vehicles in storage at Your residence, unregistered motorised land vehicles used solely on and to service the residence, unregistered motorised land vehicles used to assist the disabled and golf carts.
Theft of certain electronic equipment from a motorised land vehicle	We do not cover any theft or attempted theft of: <ul style="list-style-type: none"> <li>• sound or visual reproducing, receiving, displaying and transmitting equipment;</li> <li>• data processing equipment;</li> <li>• global positioning systems;</li> <li>• scanning monitors, radar and laser detectors; or</li> <li>• any other similar equipment, including their accessories and antennas;</li> </ul> from a motorised land vehicle if the equipment is permanently installed or removable from a housing unit permanently installed in the vehicle.
Repairs and renovations	We do not cover loss or damage caused by repairing, restoring, retouching, refinishing or renovating contents except jewellery, watches and furs. But We do insure subsequent covered loss unless another exclusion applies.
Dampness or temperature	We do not cover any loss caused by air dampness or temperature extremes or condensation unless the loss or damage is directly caused by rain, snow, sleet or hail except for as provided in the Extra Coverage “food spoilage” above.
Confiscation	We do not cover any loss caused by the confiscation, destruction or seizure of property by any government or public authority.
Loss to animals	We do not cover any loss, damage or injury of or to animals, birds or fish.
Aircraft	We do not cover any loss to an aircraft or aircraft parts.



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<b>Intentional acts</b>	<p>We do not cover any loss caused intentionally by a person named in the Coverage Summary, that person's spouse, a family member or a person who lives with You. We also do not cover any loss caused intentionally by a person acting under the direction or instruction of a person named in the Coverage Summary, that person's spouse, a family member, or a person who lives with You.</p> <p>But we do provide coverage for You or a family member who is not directly or indirectly responsible for causing the intentional loss. An intentional act is one done deliberately with conscious design. However, this exclusion shall not apply when the loss is caused by an intentional act committed for the purpose of preventing personal injury or property damage or eliminating danger to persons or property.</p>
<b>Misappropriation</b>	<p>We do not cover any loss caused by the stealing, theft, taking or other misappropriation by or under the direction of a person named in the Coverage Summary, that person's spouse, a family member, or a person who lives with You. This exclusion does not apply to the stealing, theft, taking or other misappropriation by Your domestic workers, guests or tenants, unless the misappropriation was at the direction or instruction of a person named in the Coverage Summary, that person's spouse, a family member, or a person who lives with You.</p>
<b>Faulty planning, construction or maintenance</b>	<p>We do not cover any loss caused by the faulty acts, errors or omissions of You or any other person in planning, construction or maintenance. It does not matter whether the faulty acts, errors or omissions take place on or off the insured property. But We do insure subsequent covered loss unless another exclusion applies. <b>Planning</b> includes zoning, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or construction standards. <b>Construction or maintenance</b> includes grading, compacting, materials, workmanship, and parts or equipment used for construction, repair or maintenance.</p>
<b>Failure to protect</b>	<p>We do not cover any loss or damage caused by Your failure to use all reasonable means to protect property before, at, or after the time of a loss.</p>
<b>Acts of war</b>	<p>We do not cover any loss caused by war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. If any act that is within this exclusion involves nuclear reaction, radiation, or radioactive contamination, this acts of war exclusion supersedes the nuclear, biological, chemical or radiation hazard exclusion.</p>
<b>Nuclear, biological, chemical or radiation hazard</b>	<p>We do not cover any loss caused by nuclear reaction, radiation, or biological, chemical, radioactive contamination, regardless of how it was caused. But We do insure subsequent covered loss due to fire resulting from a nuclear reaction unless another exclusion applies.</p>

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# Deluxe Home Business Property Coverage

*This part of Your Masterpiece Policy provides the home business with coverage against physical loss or damage to Your home business property anywhere in the world subject to the terms, conditions and exclusions stated in the Policy.*

## Definitions

Accounts receivable loss	means: <ul style="list-style-type: none"><li>• money due from customers of the covered business that the covered business is unable to collect because of a covered loss to the home business accounts receivable records; and</li><li>• the reasonable expenses incurred by the covered business to recreate or reproduce the covered business' accounts receivable records.</li></ul>
Business data	means home business facts or information recorded on computer media.
Business documents	means securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports or tickets.
Covered business	means the home business entity shown in the Coverage Summary.
Covered loss	means the physical loss or damage to home business property subject to the terms, conditions and exclusions in this Policy.
Financial instruments	means money, money orders, cheques, bank notes, bullion, gold, silver or platinum.
Home business	means a business or professional activity legally conducted under the name of the covered business, by You or a family member, primarily at the residence premises for which Home Business Property Coverage is shown in the Coverage Summary.
Home business continuation expenses	means any reasonable expenses the covered business incurs: <ul style="list-style-type: none"><li>• in an attempt to continue the covered business' activities over and above the expenses the covered business would have normally incurred had there been no covered loss; and</li><li>• to repair or replace any home business property, if such action will reduce any loss We would pay under loss of business income.</li></ul>
Home business property	means computers, business data, valuable papers, financial instruments, business documents, furnishings including carpets and curtains, supplies, and equipment owned by the covered business or owned by others that is in the care, custody or control of the covered business. However, home business property does not include: <ul style="list-style-type: none"><li>• inventory of stock or merchandise;</li><li>• samples;</li><li>• prototypes; or</li><li>• specimens.</li></ul>
Loss of business income	means net profit or loss, before taxes, that would have been earned had there been no covered loss, less sums saved during the period of covered loss in respect of such charges and expenses of the home business as may cease or be reduced in consequence of the covered loss.  Loss of business income does not include interest, investment income or net income that would likely have been earned as a result of an increase in home business activities due to favourable business conditions caused by the impact of a loss to customers or to other businesses.
Replacement cost	means the full cost to replace the home business property without deduction for depreciation or the amount required to repair the damage, whichever is less, up to the sum insured.
Valuable papers	means home business printed documents or records. However, valuable papers does not include: <ul style="list-style-type: none"><li>• money, money orders, cheques, bank notes, bullion, gold, silver or platinum; or</li><li>• securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports or tickets.</li></ul>
You	For the purpose of this Home Business Property Coverage, when used in the Policy Conditions section of this Masterpiece Policy (pages Y-1 – Y-4), You means the covered business only.



## How We will pay Your claim

<b>Sum insured</b>	<p>The sum insured for home business property at each residence for each occurrence is shown in the Coverage Summary. At the time of a covered loss, the sum insured for home business property will include any increase in the Consumer Price Index (all groups) from the beginning of the Policy period.</p>
<b><i>Inflation protection</i></b>	<p>If this Policy is renewed, the sum insured for Your home business property may be changed by Us based on annual adjustments for inflation.</p>
<b>Payment basis</b>	<p>The payment basis for home business property is replacement cost.</p> <p>However, We will determine the value of valuable papers and business data at the reasonable and necessary cost of:</p> <ul style="list-style-type: none"><li>• recreating or reproducing the data on or in the valuable papers and business data, if the items are actually recreated or reproduced; or</li><li>• blank materials plus labour and expense to transcribe or copy the records from a backup copy if one exists.</li></ul> <p>If valuable papers and business data are not actually recreated, reproduced, transcribed or copied, the most We will pay is the cost of blank materials.</p> <p>For home business property that the covered business rents or leases, subject to the payment basis and the sum insured for home business property, We will not pay more than the contractual obligation of the covered business to the lessor for that property.</p> <p>For a covered loss to home business property, the amount of coverage depends on where the loss occurs:</p>
<b><i>At a residence with home business property coverage</i></b>	<p>If the covered loss takes place at the listed residence with home business property coverage in this policy, We will pay up to the sum insured for home business property for that covered business, for each occurrence.</p>
<b><i>Away from Your residence</i></b>	<p>If a covered loss takes place away from the listed residence with home business property coverage in this Policy, We will pay up to 20% of the sum insured for home business property for that covered business, for each occurrence.</p> <p>If more than one location is shown in the Coverage Summary for the covered business, We will choose the location which is most favourable to You as the single listed location on which payment is to be made.</p> <p>Regardless of the number of policies providing the covered business with home business property coverage, the payment will be made based only on this chosen location and will not be made under more than one policy.</p>
<b>Pairs, sets and parts</b>	<p>For a covered loss or damage to a pair or set or to part of a larger unit, We will pay whichever is least:</p> <ul style="list-style-type: none"><li>• the cost to repair the damaged property to its condition before the loss;</li><li>• the cost to replace it; or</li><li>• the cost to make up the difference between its market value before and after the loss.</li></ul> <p>However, if the covered business agrees to surrender the undamaged article(s) of the pair, set or parts to Us and We agree to accept them, We will pay the covered business the full replacement cost of the entire pair, set, or parts.</p>
<b>Deductible</b>	<p>A deductible listed in the Coverage Summary applies to each occurrence. But it does not apply to a covered loss of more than \$50,000. We will not apply more than one deductible per occurrence even if a loss is covered under more than one part of this Policy.</p>

**Special limits**

For a covered loss to the following types of home business property, We will not pay more than the amounts shown. These special limits do not increase the sum insured for home business property or on any item covered elsewhere in this Policy.

Item	Special Limit
Business data	\$25,000
Valuable papers	\$10,000
Financial instruments	\$1,000
Business documents	\$10,000

**Extra Coverages**

These coverages are included in Your Deluxe Home Business Property Coverage and are in addition to the sum insured for Your home business property unless stated otherwise or where an exclusion applies. The deductible applies to Extra Coverages unless stated otherwise.

**Endangered property**

Covered home business property removed from Your house because the house is endangered by a covered peril is covered against any peril for up to 90 days. These payments do not increase the sum insured for home business property.

**Home business credit cards, forgery and counterfeiting**

We cover a covered business’ legal obligation, up to a total of \$10,000 any one loss for:

- loss or theft of a credit or bank card issued in the name of the covered business, provided that all the terms for using the card are complied with;
- loss caused by forgery or alteration of any cheque or negotiable instrument; or
- loss caused by accepting in good faith any counterfeit paper currency.

This coverage is in addition to the sum insured for home business property shown in the Coverage Summary. There is no deductible for this coverage.

We will defend a claim or suit against the covered business for loss or theft of a credit or bank card. We have the option to defend a claim or suit against the covered business (or against a bank, with respect to this coverage) for forgery or counterfeiting.

We may investigate, negotiate and settle any such claim or suit at Our discretion. Our obligation to defend ends when Our payment for the loss equals \$10,000. Any costs We pay for legal expenses to defend a claim or suit are in addition to the sum insured for loss under this extra coverage.

If the covered business has a loss under the home business credit cards, forgery and counterfeiting coverage on page M3 of this policy, the covered business must:

- notify Us or its broker or authorised representative of the loss;
- in case of theft the covered business must notify the police or similar competent authority;
- notify the credit card service company or the issuing bank;
- include evidence or an affidavit supporting the claim, including the amount of and cause of the loss in any statement the covered business prepares at Our request;
- upon Our request submit a signed description of the circumstances surrounding a loss and the covered business’ interest in it; and
- produce all records and documents We request and permit Us to make copies.

**Home business continuation expenses, loss of business income and forced evacuation**

If the covered business is impaired due to a covered loss covered elsewhere under this Policy at the residence premises shown in the Coverage Summary for which home business property coverage applies, We will pay up to 40% of the sum insured for home business property at this location for actual home business continuation expenses, loss of business income and forced evacuation expenses combined. We provide this coverage for the reasonable amount of time it takes to resume home business activities to the level that would have existed had no loss occurred, but not to exceed 12 months from the date of the covered loss even if the Policy period ends during that time.



*Forced evacuation*

Subject to the limits set out above, We will pay the actual home business continuation expenses and loss of business income the covered business incurs due to the impairment of home business activities when You are forced to evacuate Your residence or other permanent structure as a direct result of a covered loss or a reasonable threat of a loss covered under this Policy. We cover these forced evacuation expenses for up to 60 days, even if the Policy period ends during that time.

*Accounts receivable*

We will pay up to \$10,000 for an accounts receivable loss caused by or resulting from a covered loss to the covered business' accounts receivable records.

If the amount of an accounts receivable loss cannot be accurately established through physical evidence, We will estimate the amount of the accounts receivable loss based on what the home business accounts receivable books and records reflected on the last day of the same month one year prior to the day the covered loss occurred. We will then adjust this estimate of the accounts receivable loss by any percentage increases or decreases in home business gross income during the 12 months prior to the accounts receivable loss.

*Food spoilage*

We cover food while contained in a refrigerator or freezer which spoils due to changes in, or extremes of, temperature caused by:

- off premises power interruption;
- interruption of premises power supply; or
- mechanical or electrical breakdown of refrigeration equipment.

This coverage applies only to spoilage which occurs at any residence You own or live at. This payment does not increase the sum insured for Your Home Business Property.

## Exclusions

These exclusions apply to Your Deluxe Home Business Property Coverage, including the Extra Coverages, unless stated otherwise. The words **caused by** mean any loss that is contributed to, made worse by, or in any way results from that peril.

*Wear and tear*

We do not cover any loss caused by wear and tear, gradual deterioration, fading, rust, corrosion, bacteria, dry or wet rot, warping, insects or vermin. We do insure subsequent covered loss unless another exclusion applies.

*Fungi and mould*

We do not provide coverage for the presence of mould, however caused, or any loss caused by mould, other than as provided under the Extra Coverage, mould remediation expenses. But We do cover mould resulting from fire or lightning unless another exclusion applies. **Mould** means fungi, mould, mould spores, mycotoxins, and the scents and other by-products of any of these.

*Inherent vice and breakdown*

We do not cover any loss caused by inherent vice, latent defect or mechanical breakdown if:

- i) You were aware of the inherent vice, latent defect or mechanical breakdown at the time this Policy was entered into; or
- ii) a reasonable person in the circumstances could be expected to have been aware of the inherent vice, latent defect or mechanical breakdown at the time this Policy was entered into.

We do cover any damage to household electrical motors provided there is actual burning out of the motor and provided the burning out is not caused by lack of proper maintenance. We do insure subsequent covered loss unless another exclusion applies.

*Contamination*

We do not cover any loss caused by the discharge, dispersal, seepage, migration or release or escape of pollutants. Nor do We cover the cost to extract pollutants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water. A **pollutant** is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. A **contaminant** is an impurity resulting from the mixture of a substance with a foreign substance. **Waste** includes materials to be disposed of, recycled, reconditioned or reclaimed.

Loss by animals	We do not cover any loss caused by vermin insects or rodents. But We do insure subsequent covered loss unless another exclusion applies.
Structural movement	We do not cover any loss caused by settling, cracking, shrinking, bulging or expansion. But We do insure subsequent covered loss unless another exclusion applies.
Special rules for escaping water	<p>If any of the excluded causes of loss previously described (wear and tear, fungi and mould, inherent vice and breakdown, contamination, loss by animals or structural movement) cause water to escape from within a household appliance, swimming pool or plumbing, heating or air conditioning system, We cover the loss caused by the water. We provide this coverage unless an exclusion applies other than the exclusions for wear and tear, fungi and mould, inherent vice and breakdown, contamination, loss by animals or structural movement.</p> <p>This coverage also includes the cost of tearing out and replacing any part of the house or other permanent structure necessary to repair the appliance, swimming pool, or system. But We do not cover loss to the appliance, swimming pool, or system itself.</p>
Flood	We do not cover any loss caused by flood, waves or tidal water, overflow of a body of water or spray from any of these even if it is driven by wind. <b>Flood</b> means the inundation of normally dry land by water escaping or released from the normal confines of any natural watercourse or lake or of any reservoir, canal or dam. But We do provide cover against tsunami and We do insure subsequent covered loss unless another exclusion applies. <b>Tsunami</b> means a sea wave caused by a disturbance of the ocean floor or by a seismic movement.
Computer error	<p>We do not cover any loss caused by:</p> <ul style="list-style-type: none"> <li>• errors or omissions in the development of, programming of or instructions to: <ul style="list-style-type: none"> <li>• software;</li> <li>• electronic data processing equipment;</li> <li>• a machine;</li> <li>• telephone equipment; or</li> </ul> </li> <li>• electronic data processing media which is faulty, inadequate or defective for the use intended at the time of loss or damage.</li> </ul> <p>But We do insure subsequent covered loss unless another exclusion applies.</p>
Business property	We do not cover any loss covered under business property shown elsewhere in this Policy.
Tenant property	We do not cover any loss to property of roomers, boarders, other tenants, customers or employees, except We do cover personal property of Your customers or employees, limited to \$1,000, if the covered loss takes place at the listed residence with Deluxe Home Business Property Coverage in this Policy.
Motorised land vehicles	We do not cover any loss to a motorised land vehicle.
Theft of certain electronic equipment from a motorised land vehicle	<p>We do not cover any theft or attempted theft of:</p> <ul style="list-style-type: none"> <li>• sound reproducing, receiving, and transmitting equipment;</li> <li>• equipment to view video recordings;</li> <li>• equipment for transmitting or reproducing print or still pictures;</li> <li>• data processing equipment;</li> <li>• global positioning systems;</li> <li>• scanning monitors, radar and laser detectors; or</li> <li>• any other similar equipment including their accessories and antennas;</li> </ul> <p>from a motorised land vehicle if the equipment is permanently installed or removable from a housing unit permanently installed in the vehicle.</p>
Repairs and renovations	We do not cover loss or damage caused by repairing, restoring, retouching, refinishing, or renovating any contents. But We do insure subsequent covered loss unless another exclusion applies.



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Cancellation of any licence, lease or contract	We do not cover any home business continuation expenses or loss of business income due to suspension, lapse or cancellation of any licence, lease or contracts.
Dampness or temperature	We do not cover any loss caused by air dampness or temperature extremes or condensation unless the loss or damage is directly caused by rain, snow, sleet or hail except as provided for in the Extra Coverage “food spoilage” above.
Confiscation	We do not cover any loss caused by confiscation, destruction or seizure of property by any government or public authority.
Loss to animals	We do not cover any loss, damage or injury of or to animals, birds or fish.
Aircraft	We do not cover any loss to an aircraft or aircraft parts.
Acts of war	We do not cover any loss caused by war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. If any act that is within this exclusion involves nuclear reaction, radiation, or radioactive contamination, this acts of war exclusion supersedes the nuclear, biological, chemical or radiation hazard exclusion.
Nuclear, biological, chemical or radiation hazard	We do not cover any loss caused by nuclear reaction, radiation, or biological, chemical, radioactive contamination, regardless of how it was caused. But We do insure subsequent covered loss due to fire resulting from a nuclear reaction unless another exclusion applies.
Intentional or fraudulent acts	We do not cover any loss caused intentionally or fraudulently by You, a family member, the covered business, its partners, directors, trustees or its employees, or by a person acting under the direction or instruction of the covered business, You, a family member, Your partners, directors, trustees or employees to cause a loss. An intentional or fraudulent act is one done deliberately with conscious design. However this exclusion shall not apply when the loss is caused by an intentional act committed for the purpose of preventing personal injury or property damage or eliminating danger to persons or property. This exclusion also does not apply to acts of vandalism by an employee of the covered business.
Misappropriation	We do not cover any loss to home business property caused by the theft, stealing, taking or other misappropriation of the home business property from the covered business by You, a family member, the covered business’ partners, directors, trustees or employees or a person acting under the instruction or direction thereof.
Faulty planning, construction or maintenance	We do not cover any loss caused by the faulty acts, errors or omissions of You or any other person in planning, construction or maintenance. It does not matter whether the faulty acts, errors or omissions take place on or off the insured property. But We do insure subsequent covered loss unless another exclusion applies. <b>Planning</b> includes zoning, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or construction standards. <b>Construction or maintenance</b> includes grading, compacting, materials, workmanship, and parts or equipment used for construction, repair or maintenance.
Failure to Protect	We do not cover any loss or damage caused by Your failure to use all reasonable means to protect property before, at, or after the time of a loss.

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# Valuable Articles Coverage

*This part of Your Masterpiece Policy provides You with coverage against physical loss or damage to Your valuable articles anywhere in the world subject to the terms, conditions and exclusions stated in the Policy.*

## Definitions

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Valuable article	means personal property You own or possess for which an amount of coverage is shown in the Valuable Articles section of Your Coverage Summary.
Covered loss	is the physical loss or damage to Your valuable articles subject to the terms, conditions and exclusions in this Policy.

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## How We will pay Your claim

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Sum Insured	The sum insured for each category of valuable articles and for each itemised article is shown in Your Coverage Summary.
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Itemised articles	<p>For a covered loss to an article listed in Your schedule of itemised articles, We will pay as follows:</p> <ul style="list-style-type: none"><li>• <b>Total loss.</b> If the itemised article is totally destroyed or lost, We will pay the sum insured for that article.</li><li>• <b>Partial loss.</b> If the itemised article is partially lost or damaged, We will pay either to restore the item to its condition just before the loss or to make up the difference between its market value before and after the loss. If the restored value is less than the market value immediately prior to the loss, We will pay the difference. In no event will We exceed the sum insured for that article except as noted below.</li></ul>
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Where at the time of the covered loss You have valuations that are no more than 12 months old from the inception of each Policy period and the itemised articles are insured for the amount as noted in those valuations, We will pay as follows:

- **Total loss.** If the itemised article is totally destroyed or lost, We will pay the sum insured for that article. However, if the market value of the itemised article immediately before the loss exceeds the sum insured for that article, We will pay its market value immediately prior to the loss, up to 150% of the sum insured for that article and subject to a maximum increase in market value of \$100,000 per article. In no event will We exceed the total sum insured for the category as listed in the Coverage Summary.
- **Partial loss.** If the itemised article is partially lost or destroyed, We will pay either to restore the item to its condition just before the loss or to make up the difference between its market value before and after the loss. If the restored value is less than the market value immediately prior to the loss, We will pay the difference. The maximum We will pay is 150% of the sum insured for the article and subject to a maximum of difference in market value of \$100,000 per article. In no event will We exceed the total sum insured for the category as listed in the Coverage Summary.

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<i>In-vault jewellery</i>	Itemised jewellery described in the Coverage Summary as “in-vault” must be kept in a bank vault. There is no coverage for these items while they are out of a vault, unless We agree in advance to cover them.
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<i>In-safe jewellery</i>	Itemised jewellery described in the Coverage Summary as “in-safe” must be kept in a safe at the residence listed in the Coverage Summary shown as having “in-safe” jewellery. There is no coverage for these items while they are out of a safe, unless We agree in advance to cover them.
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<i>Blanket coverage</i>	<p>For a covered loss to valuable articles with blanket coverage, We will pay the amount required to repair or replace the property, whichever is less, without deduction for depreciation. If the restored value is less than the market value immediately prior to the loss, We will pay the difference. But We will not pay more than the amount of blanket coverage for that category listed in Your Coverage Summary and We will not pay more than the blanket limit per item for loss to any one article.</p> <p>The following valuable articles are eligible for blanket coverage:</p>
<i>Jewellery</i>	articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals or alloys.
<i>Fine arts</i>	private collections of paintings, etchings, pictures, tapestries, rugs, art glass windows, other bona fide works of art (for example, statues, antiques, rare books and manuscripts, porcelains, rare glass, crystal, and other items of historical value or artistic merit).
<i>Furs</i>	garments made of, trimmed in or consisting principally of fur.
<i>Silverware</i>	sterling silver, gold, pewter or plated ware, including tableware, trays, trophies and similar household articles other than jewellery.
<i>Stamps &amp; coins</i>	stamps and/or coins contained in an individually owned stamp and/or coin collection and not owned by dealers or auctioneers. This includes other philatelic property, including books, pages and mountings; and other numismatic property including coin albums, containers, frames, cards and display cabinets used with Your collection.
<i>Musical instruments</i>	musical instruments and equipment.
<i>Cameras</i>	cameras, projection machines, films and related equipment.
<i>Wine</i>	an alcoholic or non-alcoholic beverage produced by the fermentation of grapes at a commercial winery. The maximum amount We will pay for a covered loss to wine at any location other than the location(s) shown on the Coverage Summary is 20% of the sum insured for wine or \$50,000, whichever is less.

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<i>Our Option</i>	When We pay for a total loss, We may keep all or part of the damaged property.
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<i>Recoveries</i>	If We pay for a covered loss to property and We recover that property, We agree to offer You an opportunity to buy it back. We will offer it to You at no higher an amount than We paid to You for that property.
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<i>Pairs, sets and parts</i> <i>Jewellery and fine arts only</i>	<p>For a covered loss to a pair or set, or to part of a larger unit: If You agree to surrender the undamaged article(s) of the pair, set or unit to Us, We will pay You the full replacement cost of the entire pair, set or unit, subject to the applicable amount of coverage for that pair, set or unit. If the remaining pieces or parts are not surrendered, it is considered a partial loss as previously defined in “Itemised Articles”.</p>
<i>All other valuable articles</i>	<p>For a covered loss to a pair or set or to part of a larger unit, We will pay whichever is least:</p> <ul style="list-style-type: none"><li>• the cost to repair the damaged property to its condition before the loss;</li><li>• the cost to replace it;</li><li>• the cost to make up the difference between its market value before and after the loss; or</li><li>• the amount of coverage for that pair, set or unit.</li></ul> <p>However, if You agree to surrender the undamaged article(s) of the pair, set or unit to Us and We agree to accept, We will pay You the full replacement cost of the entire pair, set or unit, subject to the applicable amount of coverage for that pair, set or unit.</p> <p><b>Replacement cost</b> is the amount required to repair or replace the pair, set or unit, whichever is less.</p>

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## Extra Coverages

These coverages are included in Your Valuable Articles Coverage and are in addition to the sum insured for Your Valuable Articles unless stated otherwise in Your Policy or an exclusion applies.

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### Newly acquired valuable articles

For some categories of valuable articles, We automatically cover newly acquired articles that You own if You already have itemised articles shown in the Coverage Summary in that category. The amount of coverage for these articles is described below.

### *Fine arts*

We cover Your newly acquired fine arts for 25% of Your total itemised coverage for fine arts. But You must request coverage for the newly acquired fine arts within 90 days after You acquire them, and pay the additional premium from the date acquired. We reserve the right not to insure the newly acquired articles after the 90th day.

### *Jewellery, furs, cameras and musical instruments*

We cover Your newly acquired jewellery, furs, cameras and musical instruments for 25% of Your total itemised coverage in the same category, up to \$100,000 for each category. But You must request coverage for these newly acquired articles within 90 days after You acquire them, and pay the additional premium from the date acquired. We reserve the right not to insure the newly acquired articles after the 90th day.

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### Fine art expenses

As described below, We pay for expenses You incur for defective title and works in progress. These extra coverages apply only if an amount of coverage for fine art, either blanket or itemised, is shown in Your Coverage Summary.

### *Defective title*

We will pay for reasonable legal costs You incur due to claims made against You for lack of title or defective title to a fine art covered under this policy, of which You were not aware, up to \$100,000 with prior notice to Us before incurring any fees or expenses. The most We will pay for all claims for defective title or lack of title during the Policy period regardless of the number of claims or the number of articles is \$100,000. This coverage only applies to claims made against You and reported to Us during the Policy period. This coverage does not apply to defective title or lack of title to a fine art, including legal costs incurred:

- that were known by You prior to taking possession of the article, or could have been discovered by You by making reasonable and proper inquiries as to the article's provenance before receiving it;
- to an article that has been sold;
- to any debt incurred by You from a pledge or lien on the article; or
- arising from Your bankruptcy, insolvency, receivership, liquidation or other financial restructuring or difficulties.

### *Works in progress*

We cover uncompleted works of art by an artist commissioned by You that are damaged or destroyed by a peril that would be covered under this Policy prior to completion or which cannot be completed by the artist due to the artist's death. We will pay for the costs You incurred for the materials or supplies for the artist and the contracted costs for labour up to \$100,000 but not more than the amount of non recoverable deposits or the full commission price if prepaid. This is the most We will pay regardless of the number of policies providing You with coverage for fine art issued by a direct or indirect subsidiary of the Chubb Corporation.

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## Exclusions

These exclusions apply to Your Valuable Articles Coverage, including the Extra Coverages, unless stated otherwise. The words "caused by" mean any loss that is contributed to, made worse by, or in any way results from that peril.

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### Musical and photographic articles used for profit

We do not cover any loss to musical instruments, cameras or equipment related to musical instruments or cameras used for profit, except in an incidental business activity that does not have gross revenues of \$5,000 or more in any year and conforms to local, state and federal laws.

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<b>Intentional acts</b>	<p>We do not cover any loss caused intentionally by a person named in the Coverage Summary, that person's spouse, a family member or a person who lives with You. We also do not cover any loss caused intentionally by a person acting under the direction or instruction of a person named in the Coverage Summary, that person's spouse, a family member, or a person who lives with You.</p> <p>But We do provide coverage for You or a family member who is not directly or indirectly responsible for causing the intentional loss. An intentional act is one done deliberately with conscious design. However, this exclusion shall not apply when the loss is caused by an intentional act committed for the purpose of preventing personal injury or property damage or eliminating danger to persons or property.</p>
<b>Misappropriation</b>	<p>We do not cover any loss caused by the stealing, theft, taking or other misappropriation by or under the direction of a person named in the Coverage Summary, that person's spouse, a family member, or a person who lives with You. This exclusion does not apply to the stealing, theft, taking or other misappropriation by Your domestic workers, guests or tenants, unless the misappropriation was at the direction or instruction of a person named in the Coverage Summary, that person's spouse, a family member, or a person who lives with You.</p>
<b>Wear and tear</b>	<p>We do not cover any loss caused by wear and tear, gradual deterioration, fading, rust, corrosion, bacteria, dry or wet rot, warping, insects or vermin. We do insure subsequent covered loss unless another exclusion applies.</p>
<b>Fungi and mould</b>	<p>We do not provide coverage for the presence of mould, however caused, or any loss caused by mould. But We do cover mould resulting from fire or lightning unless another exclusion applies. <b>Mould</b> means fungi, mould, mould spores, mycotoxins, and the scents and other by-products of any of these.</p>
<b>Inherent vice and breakdown</b>	<p>We do not cover any loss caused by inherent vice, latent defect or mechanical breakdown if:</p> <ul style="list-style-type: none"><li>i) You were aware of the inherent vice, latent defect or mechanical breakdown at the time this Policy was entered into; or</li><li>ii) a reasonable person in the circumstances could be expected to have been aware of the inherent vice, latent defect or mechanical breakdown at the time this Policy was entered into.</li></ul> <p>We do cover any damage to household electrical motors provided there is actual burning out of the motor and provided the burning out is not caused by lack of proper maintenance. We do insure subsequent covered loss unless another exclusion applies.</p>
<b>Computer error</b>	<p>We do not cover any cost to correct an error or deficiency in computer programming or instructions to a computer.</p>
<b>Acts of war</b>	<p>We do not cover any loss caused by war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. If any act that is within this exclusion involves nuclear reaction, radiation, or radioactive contamination, this acts of war exclusion supersedes the nuclear, biological, chemical or radiation hazard exclusion.</p>
<b>Nuclear, biological, chemical or radiation hazard</b>	<p>We do not cover any loss caused by nuclear reaction, radiation, or biological, chemical, radioactive contamination, regardless of how it was caused. But We do insure subsequent covered loss due to fire resulting from a nuclear reaction unless another exclusion applies.</p>
<b>Special exclusions for fine arts</b>	<p>We do not cover these losses for fine arts:</p> <ul style="list-style-type: none"><li>• damage caused by repairing, restoring or retouching; and</li><li>• any loss to property at a showground or at the premises of a national or international exhibition, unless We agree in advance to cover the fine arts.</li></ul>

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Special exclusions for stamps and coins

We do not cover these losses for stamps or coins:

- creasing, denting, scratching, tearing, thinning, colour transfer, dampness, extreme temperature or gradual deterioration;
- damage caused from handling or being worked on; or
- disappearance of an individual stamp, coin, or other such item that is insured as part of a collection unless it is mounted in a volume and the page is also lost.

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Special exclusion for wine

We do not cover any loss to covered wine caused by extreme temperature, gradual deterioration or spoilage. This exclusion applies to both itemised and blanket wine coverage.

Provided that We do cover wine while contained in a refrigerator or freezer which spoils due to changes or extremes of temperature caused by:

- off premises power interruption;
- interruption of premises power supply;
- mechanical or electrical breakdown of refrigeration equipment.

This coverage only applies to spoilage which occurs at any residence You own or live at.

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# Family Protection Coverage

*Family Protection Coverage means car-jacking, hijacking, child abduction, stalking threat, home invasion, air rage and road rage coverage.*

*Unless stated otherwise or an exclusion applies, this part of Your Masterpiece Policy provides Family Protection Coverage for You or a family member anywhere in the world, except those places listed as destinations to which you are advised not to travel or to which you should reconsider your need to travel by the Australian Government Department of Foreign Affairs and Trade. These destinations can be found online at [www.smartraveller.gov.au](http://www.smartraveller.gov.au)*

## Definitions

The following words used in this coverage section have special meanings which are defined here.

Accidental death and dismemberment loss

means the loss of life, loss of speech, loss of hearing, loss of hand, loss of both hands, loss of foot, loss of both feet, loss of sight of an eye, loss of sight of both eyes, loss of thumb and index finger, or mutilation which:

- is sudden, unforeseen, and unexpected; and
- is independent of any illness, disease or other bodily malfunction; and
- happens by chance; and
- arises from a source external to the victim; and
- occurs within one year of the car-jacking, hijacking, child abduction, home invasion, air rage or road rage occurrence.

Beneficiary

means the person or entity to be paid in the event a victim suffers a covered loss of life, in the following order:

- the spouse of the victim who lived with the victim; if none,
- the domestic partner of the victim who lived with the victim; if none,
- in equal shares to the surviving children of the victim; if none,
- in equal shares to the surviving parents of the victim; if none,
- in equal shares to the surviving brothers and sisters of the victim; if none,
- the estate of the victim.

Covered relative

means the following relatives of the person named in Your Coverage Summary and a spouse or partner who lives with that person:

- children, their children or other descendants of theirs;
- parents, grandparents or other ancestors of theirs including adoptive parents, step-parents and step-grandparents; or
- siblings, their children or other descendants of theirs;

who do not live with You, including spouses or domestic partners of all of the above.

Loss of life

means:

- accidental death, including clinical death, as determined by a medical examiner or similar local governing medical authority; or
- the absence of communication from the victim for a period of two years after a hijacking, car-jacking or child abduction occurrence.

Loss of speech

means the permanent total loss of the capability of speech, as determined by a physician.

Loss of hearing

means the permanent total loss of the capability of hearing in both ears, as determined by a physician.

Loss of hand or loss of both hands

means the permanent total loss of function of a hand or both hands, as determined by a physician.

Loss of foot or loss of both feet

means the permanent total loss of function of a foot or both feet, as determined by a physician.

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Loss of sight of an eye or loss of sight of both eyes	means the permanent loss of sight of an eye or both eyes to the extent of legal blindness, as determined by a physician.
Loss of thumb and index finger	means the permanent total loss of function of a thumb and index finger, of the same hand, as determined by a physician.
Mutilation	means complete severance of an entire finger, toe, ear, nose or genital organ, as determined by a physician.
Physician	means a person who is licensed as a medical doctor under the laws of the jurisdiction in which treatment is given to a victim and who is qualified to provide such medical treatment. A physician does not include You or a family member.
Victim	<p>means:</p> <ul style="list-style-type: none"> <li>• You, a family member or a covered relative if a car-jacking;</li> <li>• the abducted child if a child abduction;</li> <li>• You, a family member, or Your guest if a home invasion;</li> <li>• You or a family member if a hijacking, air rage or road rage occurrence</li> </ul> <p>who suffers the accidental death and dismemberment loss after a car-jacking, hijacking, child abduction, home invasion, air rage or road rage occurrence.</p>

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## How We will Pay Your Claim

### Amount of Coverage

The amounts of coverage provided are shown under Family Protection Coverage for:

- car-jacking coverage;
- hijacking coverage;
- child abduction coverage;
- stalking threat coverage;
- home invasion coverage;
- air rage coverage or
- road rage coverage.

We will not pay more than the amount of coverage shown for each covered car-jacking, hijacking, child abduction, stalking threat, home invasion, air rage or road rage occurrence, regardless of how many policies or people are involved in the occurrence. If a loss is covered under more than one part of Family Protection Coverage (car-jacking, hijacking, child abduction, stalking threat, home invasion, air rage and road rage coverage), We will pay under the part giving the most coverage, but not under more than one part.

The accidental death and dismemberment benefit amount for loss of life will be paid to the beneficiary. The accidental death and dismemberment benefit amount other than for loss of life will be paid to the victim.

If a victim has multiple accidental death and dismemberment losses as the result of a car-jacking, hijacking, child abduction, home invasion, air rage or road rage occurrence, We will pay only the single largest accidental death and dismemberment benefit amount applicable to the accidental death and dismemberment losses suffered.

If more than one victim suffers an accidental death and dismemberment loss in the same car-jacking, hijacking, child abduction, home invasion, air rage or road rage occurrence, We will not pay more than \$50,000. If any car-jacking, hijacking, child abduction, home invasion, air rage or road rage occurrence results in multiple accidental death and dismemberment benefit amounts which when payable exceed \$50,000 in total, the sum of \$50,000 will be divided proportionately based on each applicable accidental death and dismemberment benefit amount payable.

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## Car-jacking Coverage

*We will pay for car-jacking expenses You, a family member, or a covered relative incur solely and directly as a result of a car-jacking occurrence.*

### *Car-jacking occurrence*

means the unlawful forced removal or detention of:

- You or a family member operating or occupying any motorised land vehicle; or
- a covered relative operating a covered vehicle with permission from You or a family member, or occupying a covered vehicle;

during the theft or attempted theft of that vehicle or Your property in that vehicle.

### *Covered vehicle*

means any private passenger vehicle, motorcycle and motor home You or a family member owns, rents or has furnished for regular use.

### *Car-jacking expenses*

means the reasonable costs for:

1. **related counselling services** up to \$50,000 for each person (You, a family member, or a covered relative who witnessed the car-jacking occurrence), up to a maximum of \$75,000 for each car-jacking occurrence;
2. **related rest and recuperation expenses** for You, a family member, or a covered relative who witnessed the car-jacking occurrence, up to a maximum of \$10,000 for each car-jacking occurrence, as prescribed by a physician, psychologist or other authorised mental health professional not related to You, a family member or a covered relative when incurred within 180 days after the car-jacking occurrence;
3. **salary lost** during the first 60 days after the car-jacking occurrence, up to \$50,000 for each person (You, a family member, or a covered relative who witnessed the car-jacking occurrence), up to a maximum of \$75,000 for each car-jacking occurrence, in excess of any other valid and collectible benefits including disability allowance or insurance, workers compensation, unemployment benefit, employee sick pay, or other similar salary replacement plans;
4. **related hotel or paid accommodation costs** for You or a family member to be located closer to the hospital or medical centre where the victim is receiving medical treatment, up to a maximum of \$10,000 for each car-jacking occurrence, unless You or a family member have a residence which is geographically closer to such hospital or medical treatment centre;
5. **The covered vehicle's Comprehensive Physical Damage deductible** applied to damage sustained by the covered vehicle in the car-jacking occurrence up to a maximum of \$5000.

We will also pay up to a maximum of \$5,000 for each car-jacking occurrence to any person or organisation not causing that occurrence for information leading to the arrest and conviction of any person(s) who caused the car-jacking occurrence. The following are not eligible to receive this reward payment: You, a family member, or a covered relative who witnessed the car-jacking occurrence.

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## Hijacking Coverage

*We will pay for hijacking expenses You or a family member incur solely and directly as a result of a hijacking occurrence.*

### *Hijacking occurrence*

means the unlawful detention of You or a family member by violence or threat of violence by a person or group, where such unlawful detention occurs for a duration in excess of four hours while in or aboard a commercial conveyance. This coverage does not apply to hijacking occurrences on a commercial conveyance with a scheduled departure, layover, or destination point that is on the Australian Government Department of Foreign Affairs and Trade list of destinations to which You should not travel or to which You should reconsider Your need to travel.

### *Hijacking expenses*

means the reasonable costs for:

1. **related counselling services** up to \$50,000 for each person (You or a family member), up to a maximum of \$75,000 for each hijacking occurrence, as prescribed by a licenced counsellor, when incurred within one year after the hijacking occurrence;

2. **related rest and recuperation expenses** for You or a family member, up to a maximum of \$10,000 for each hijacking occurrence, as prescribed by a physician, psychologist or other authorized mental health professional not related to You or a family member, when incurred within 180 days after the hijacking occurrence;
3. **salary lost** during the first 60 days after the hijacking occurrence, up to \$50,000 for each person (You or a family member), up to a maximum of \$75,000 for each hijacking occurrence, in excess of any other valid and collectible benefits including disability allowance or insurance, workers' compensation insurance, unemployment benefit, employee sick pay, or other similar salary replacement plans;
4. **non-refundable expenses** incurred by You or a family member for Your scheduled trip, up to a maximum of \$5,000, for each hijacking occurrence, for the following:
  - a. additional accommodation or transportation to bring You or a family member to the original destination if You or a family member missed the original departure;
  - b. additional accommodation or transportation to bring You or a family member to the return destination, or to travel from the place where the trip was interrupted to the place where You or a family member can rejoin the trip; and
  - c. the unused portion of land, sea, or air arrangements or accommodations that You or a family member paid as part of the trip,

due to the scheduled trip's cancellation or interruption caused by a hijacking occurrence.

## Child Abduction Coverage

*We will pay for child abduction expenses You, a family member, a covered relative, or an abducted child's parent or legal guardian incur solely and directly as a result of a child abduction occurrence.*

### *Child abduction occurrence*

means the wrongful taking, false imprisonment, or wrongful detention of one or more of Your or a family member's children, or one or more children in the care of You or a family member, under the age of 13.

### *Child abduction expenses*

means the reasonable costs for:

1. **related counselling services** for:
  - a. the abducted children, up to a maximum of \$50,000, when incurred within one year after the child abduction occurs; and
  - b. You, a family member, a covered relative who witnessed the child abduction occurrence (not including the abducted child), or a covered relative who is the parent or legal guardian of the abducted child, including those expenses incurred up to 180 days after the recovery of the abducted child, or verification of the abducted child's loss of life, up to a maximum of \$25,000,

for each child abduction occurrence;

2. **related rest and recuperation expenses** for You, a family member, a covered relative who witnessed the child abduction occurrence, or a covered relative who is the parent or legal guardian of the abducted child up to a maximum of \$25,000 for each child abduction occurrence, as prescribed by a physician, psychologist, or other authorized mental health professional, when incurred within 12 months after the recovery of the abducted child, or verification of the abducted child's loss of life, whichever comes first;
3. **salary lost** during the first 60 days after the child abduction occurrence, up to \$50,000 for each person (You, a family member, or a covered relative who is the parent or legal guardian of the abducted child), up to a maximum of \$75,000 for each child abduction occurrence, in excess of any other valid and collectible benefits including disability insurance, workers' compensation insurance, unemployment benefit, salary and wage continuation, or other similar salary replacement plans; and



4. **related travel, meals, lodging and phone expenses** incurred by You, a family member, a covered relative who witnessed the child abduction, or a covered relative who is the parent or legal guardian of the abducted child, including those expenses incurred up to 30 days after the recovery of the abducted child or the verification of the abducted child's loss of life, up to a maximum of \$25,000 for each child abduction occurrence;
5. **the following related reasonable costs** You or the parent or legal guardian of the abducted child incur, up to a maximum of \$100,000, when incurred within 12 months after a child abduction occurrence for:
  - a. a professional public relations consultant;
  - b. a professional forensic analyst;
  - c. publicity expenses incurred to locate the abducted children;
  - d. a professional security consultant.

We will also pay up to a maximum of \$25,000 for each child abduction occurrence to any person or organisation not causing that occurrence for information leading to the arrest and conviction of any person(s) who caused the child abduction occurrence. The following are not eligible to receive this reward payment; You, a family member, the parent or guardian of the abducted child, or a covered relative who witnessed the child abduction occurrence.

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## Stalking Threat Coverage

*We will pay for stalking threat expenses You or a family member incur solely and directly as a result of a stalking threat occurrence.*

### *Stalking threat occurrence*

means:

- an act or acts committed with the intent to damage property owned by You or a family member, or to harass, injure or harm You or a family member;
- the person committing the act or acts is the subject of a court order or injunction issued to protect You or a family member; and
- the act or acts occur on consecutive or non-consecutive days within a period of 120 days.

### *Stalking threat expenses*

means the reasonable costs You or a family member incur for:

1. **related professional security consultant** and professional security guard services up to a maximum of \$25,000 for each stalking threat occurrence;
2. **related residential security expenses** to change all locks, install or improve security bars, motion sensing lights and a centrally monitored home security system, or other similar security expenses for Your residence(s) listed in Your Coverage Summary, up to a maximum of \$15,000. You must obtain Our prior consent unless immediate action is required for safety reasons;
3. **related temporary relocation expenses**, up to a maximum of \$25,000;
4. **related counselling services** up to \$25,000 for You or a family member, up to a maximum of \$50,000 for each stalking threat occurrence, as prescribed by a licensed counsellor, when incurred within one year after the stalking threat occurrence;

up to a maximum of \$75,000 per Policy period for all stalking threat expenses.

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## Home Invasion Coverage

*We will pay for home invasion expenses You, a family member, or Your guest incur solely and directly as a result of a home invasion occurrence.*

### *Home invasion occurrence*

means an unlawful act of violence or threat of violence to You, a family member, or Your guest by a person who unlawfully entered Your residence(s) listed in Your Coverage Summary, a temporary residence, a watercraft, or a motor home whilst You, a family member, or Your guest are present.

### Home invasion expenses

means the reasonable costs for:

1. **related counselling services** up to \$50,000 for each person (You, a family member, or Your guest), up to a maximum of \$75,000 for each home invasion occurrence, as prescribed by a licensed counsellor, when incurred within one year after the home invasion occurrence;
2. **related rest and recuperation expenses** for You, a family member, or Your guest, up to a maximum of \$10,000, for each home invasion occurrence, as prescribed by a physician, psychologist or other authorised mental health professional not related to You, a family member or a covered relative when incurred within 180 days after the home invasion occurrence;
3. **salary lost** during the first 60 days after the home invasion occurrence, up to \$50,000 for each person (You, a family member, or Your guest), up to a maximum of \$75,000 for each home invasion occurrence, in excess of any other valid and collectible benefits including disability allowance or insurance, workers compensation, unemployment benefit, employee sick pay or other similar salary replacement plans;
4. **related residential security expenses** for You to improve the locks, alarm or other related security systems of Your residence(s) listed in Your Coverage Summary which is subject to the home invasion occurrence, up to a maximum of \$25,000. You must obtain Our prior consent unless immediate action is required for safety reasons;
5. **related professional security consultant** and professional security guard services for You or a family member up to a maximum of \$25,000 for each home invasion occurrence;
6. **related temporary accommodation expenses** for You, a family member, or Your guest, up to a maximum of \$25,000 when incurred within 60 days after a home invasion occurrence;
7. **related hotel or paid accommodation costs** for You or a family member to be located closer to the hospital or medical centre where the victim is receiving medical treatment, up to a maximum of \$10,000 for each home invasion occurrence, unless You or a family member have a residence which is geographically closer to such hospital or medical treatment centre;
8. **related permanent home removal expenses**, except stamp duty or any other applicable taxes, up to a maximum of \$25,000 if You permanently relocate away from Your residence listed in Your Coverage Summary which is subject to the home invasion occurrence, when incurred within 6 months after a home invasion occurrence. This coverage does not apply if Your residence listed in Your Coverage Summary was already for sale or You intended to permanently relocate before the home invasion occurrence; and
9. **the deductible** for Your Deluxe House Coverage, Deluxe Contents Coverage, and the Deluxe Home Business Property Coverage for Your residence(s) listed in Your Coverage Summary applied to damage sustained in the home invasion occurrence.

We will also pay up to a maximum of \$5,000 for each home invasion occurrence to any person or organisation not causing that occurrence for information leading to the arrest and conviction of any person(s) who caused the home invasion occurrence. The following are not eligible to receive this reward payment: You, a family member, or Your guest.

### Your guest

means:

- any regular domestic employee at Your residence(s) listed in Your Coverage Summary; or
- any other person invited as a guest by You or a family member to Your residence(s) listed in Your Coverage Summary or temporary residence.

Your guest does not include individuals who live with You or a family member and are not related to You or a family member.

### Temporary residence

means:

- a private dwelling not owned by You;
- the private sleeping quarter(s) in a hotel, motel, inn, villa, spa, resort, hostel, or dormitory; or
- the private sleeping quarter(s) in a commercial ocean liner or other similar commercial watercraft; that You or a family member is occupying or is visiting by invitation.

### Watercraft

means a watercraft with sleeping quarters that is not a commercial ocean liner or other similar commercial watercraft.



## Air Rage or Road Rage Coverage

We will pay for air rage expenses incurred by You or a family member and road rage expenses incurred by You, a family member or Your chauffeur, solely and directly as a result of an air rage or road rage occurrence. Road rage expenses incurred by Your chauffeur are covered only if a road rage occurrence occurs whilst Your chauffeur is driving You or a family member.

*Air rage occurrence*

means physical bodily harm against You or a family member by a violent person whilst You or a family member are occupying an aircraft as a passenger.

*Road rage occurrence*

means physical bodily harm against You, a family member or Your chauffeur by a violent person whilst You, a family member or Your chauffeur are in any private passenger vehicle or motor home You or a family member owns, rents or has furnished for regular use.

*Air rage or road rage expenses*

means the reasonable costs for:

1. **related counselling services** up to \$5,000 for You or a family member as prescribed by a licensed counsellor, when incurred within one year after the air rage or road rage occurrence;
2. **related rest and recuperation expenses** for You or a family member or in the event of a road rage occurrence Your chauffeur, up to a maximum of \$10,000, for each air rage or road rage occurrence, as prescribed by a physician, psychologist or other authorised mental health professional not related to You, a family member or a covered relative when incurred within 180 days after the air rage or road rage occurrence;
3. **Salary lost** during the first 60 days after the air rage or road rage occurrence up to \$50,000 for each person (You or a family member) up to a maximum of \$75,000 for each air rage or road rage occurrence in excess of any other valid and collectible benefits including disability allowance or insurance, workers compensation, unemployment benefit, employee sick pay, or other similar salary replacement plans;
4. **The covered vehicle's Comprehensive Physical Damage deductible** applied to damage sustained by the covered vehicle in the road rage occurrence up to a maximum of \$5000;
5. **The non-refundable expenses** incurred by You or a family member for Your or a family member's scheduled trip, up to a maximum of \$5,000 for each air rage occurrence for the following:
  - a. additional accommodations or transportation to bring You or a family member to the original destination if You or a family member missed the original departure;
  - b. additional accommodations or transportation to bring You or a family member to the return destination, or to travel from the place where the trip was interrupted to the place where You or a family member can rejoin the trip; and
  - c. the unused portion of land, sea, or air arrangements or accommodations that You or a family member paid as part of the trip,
 due to the scheduled trip's cancellation or interruption caused by an air rage occurrence.

*Covered vehicle*

means any private passenger vehicle, motorcycle and motor home You or a family member owns, rents or has furnished for regular use.

## Extra Coverages

*Accidental death & dismemberment*

We will pay an accidental death and dismemberment benefit amount for the accidental death and dismemberment loss the victim suffers as a direct result of a car-jacking, hijacking, child abduction, home invasion, air rage or road rage occurrence.

*Accidental death and dismemberment benefit amount*

means the following types of accidental death and dismemberment loss and corresponding benefits, up to a maximum of \$50,000:

Loss of life	\$50,000
Loss of speech and loss of hearing	\$50,000

Loss of speech or loss of hearing and one of the following: loss of hand, loss of foot, loss of sight of an eye	\$50,000
Loss of both hands	\$50,000
Loss of both feet	\$50,000
Loss of sight of both eyes	\$50,000
Loss of a combination of any two of the following: loss of hand, loss of foot, loss of sight of an eye	\$50,000
Loss of speech	\$25,000
Loss of hearing	\$25,000
Loss of one hand	\$25,000
Loss of one foot	\$25,000
Loss of sight of an eye	\$25,000
Loss of thumb and index finger	\$12,500
Mutilation	\$12,500

The loss of life benefit for children under the age of twenty three (23) is limited to \$10,000.

**Modification Expenses**

We will pay up to \$25,000 for each occurrence for home and vehicle modification expenses if You or a family member suffers a permanent physical injury solely and directly as a result of a car-jacking, hijacking, child abduction, home invasion, air rage or road rage occurrence.

We will not pay more than this amount of coverage for home and vehicle modification expenses for a covered car-jacking, hijacking, child abduction, home invasion, air rage or road rage occurrence regardless of how many policies or people are involved in the occurrence.

*Home and vehicle modification expenses*

means those reasonable expenses incurred by You or a family member within 2 years of a car-jacking, hijacking, child abduction, home invasion, air rage or road rage occurrence for the necessary costs to improve accessibility and use of Your residence premise(s) or Your vehicle(s) or those of a family member. These modifications must be:

- recommended by a physician;
- appropriate for the condition of the individual who suffered the permanent physical injury;
- made by service providers experienced in making such modifications; and
- in compliance with any applicable laws or ordinances.

**Exclusions**

These exclusions apply to Your Family Protection Coverage, including the extra coverages, unless stated otherwise. The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from that peril.

**Medicare benefit**

We will not pay medical expenses incurred in respect of the rendering in Australia of a professional service for which a Medicare benefit is payable, nor which We are prohibited from paying by virtue of section 67 of the *National Health Act 1953*.

**False report**

We do not cover loss arising from a false report of air rage, road rage, car-jacking, hijacking, stalking threat, child abduction or home invasion occurrence by You or a family member or any person acting on behalf of You or a family member, whether acting alone or in collusion with others.

**Acts of certain persons**

We do not cover any loss caused by You, a family member, a covered relative, a family relative, an estranged spouse or former spouse of any of them, or a domestic partner or former domestic partner of any of them, or any person acting on behalf of any of them, whether acting alone or in collusion with others.



Nor do We cover any loss caused by a person unrelated to You or a family member, other than a domestic employee or residential staff, who live with You or ever lived with You for six (6) or more months. We also do not cover loss caused by a civil authority. However, this exclusion does not apply to coverage provided under stalking threat coverage.

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Persons known	Under air rage coverage, We do not cover any loss by a person known to You or a family member. Under road rage coverage, We do not cover any loss by a person known to You, a family member or Your chauffeur.
Children in Your care	We do not cover accidental death and dismemberment loss for children in the care of You or a family member when: <ul style="list-style-type: none"><li>• You or a family member are participating in any organised activity with or in association with any organisation or entity; or</li><li>• You or a family member are providing this care as a home day care provider in Your residence(s) listed on Your Coverage Summary and You or a family member earns annual gross revenues in excess of \$5,000 as a home day care provider.</li></ul> But We do cover Your children or the children of a family member.
Your guest	We do not cover Your guest(s) in a temporary residence who share the cost of the lodging.
Legal counsel	We do not cover the costs of legal counsel.
Salary lost	We do not cover salary lost under car-jacking expenses or home invasion expenses if immediately prior to the car-jacking occurrence or home invasion occurrence, the person with salary lost was receiving disability insurance, social security disability, unemployment compensation, or was on personal or medical leave.
Substance abuse treatment	We do not cover any expenses for substance abuse treatments unless the substance abuse was directly caused by the car-jacking, hijacking, child abduction, stalking threat, home invasion, air rage or road rage occurrence.
Childbirth or miscarriage	We do not cover accidental death and dismemberment loss caused by childbirth or miscarriage.
Suicide or intentional dismemberment	We do not cover accidental death and dismemberment loss caused by the victim's suicide, attempted suicide or dismemberment that is intentionally self-inflicted.
Vehicles used for a fee	We do not cover loss arising out of Your, a family member's or a covered relative's ownership or operation of a vehicle while it is being used to carry people or property for a fee. This exclusion does not apply to a shared-expenses car pool, unless another exclusion applies.
Rest and recuperation expenses	We do not cover any expenses when prescribed by a counsellor, physician, psychologist or other authorised mental health professional who is related to You, a family member or covered relative.

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# Personal Liability Coverage

*This part of Your Masterpiece Policy provides You with personal liability coverage for which You or a family member may be legally responsible anywhere in the world subject to the terms, conditions and exclusions stated in the Policy.*

## Definitions

The following words used in this coverage part have the special meaning defined here.

<b>Bodily injury</b>	means physical bodily harm, (including sickness or disease or death that results from it), required care and loss of services.
<b>Covered person</b>	means: <ul style="list-style-type: none"><li>• You or a family member;</li><li>• any person or organisation with respect to their legal responsibility for covered acts or omissions of You or a family member; or</li><li>• any combination of the above.</li></ul>
<b>Damages</b>	means the sum that is paid or is payable to satisfy a claim settled by Us or resolved by judicial procedure or by a compromise We agree to in writing.
<b>Personal injury</b>	means the following injuries, and resulting death: <ul style="list-style-type: none"><li>• bodily injury;</li><li>• shock, mental anguish or mental injury;</li><li>• false arrest, false imprisonment or wrongful detention;</li><li>• wrongful entry or eviction;</li><li>• malicious prosecution or humiliation; and</li><li>• libel, slander, defamation of character or invasion of privacy.</li></ul>
<b>Property damage</b>	means physical injury to or destruction of tangible property, including the subsequent 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.
<b>Registered vehicle</b>	means any motorised land vehicle not described in unregistered vehicle.
<b>Unregistered vehicle</b>	means: <ul style="list-style-type: none"><li>• any motorised land vehicle not designed for or required to be registered for use on public roads;</li><li>• any motorised land vehicle which is decommissioned at Your residence;</li><li>• any motorised land vehicle used primarily on and to service a residence premises shown in the Coverage Summary;</li><li>• any motorised land vehicle used to assist the disabled that is not designed for or required to be registered for use on public roads; or</li><li>• golf carts not registered for use on public roads.</li></ul>

## How We Will Pay Your Claim

<b>Limit of Liability</b>	<p>The sum insured for liability is shown in the Coverage Summary. We will pay on Your behalf up to that amount for covered damages from any one occurrence, regardless of how many claims, homes, watercraft or people are involved in the occurrence.</p> <p>Any costs We pay for legal expenses (see defence coverages) are in addition to the sum insured for liability.</p>
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Defence coverages

We will defend a covered person against any suit seeking covered damages for personal injury or property damage. We provide this defence at Our own expense, with counsel of Our choice, even if the suit is groundless, false or fraudulent. We may investigate, negotiate and settle any such claim or suit at Our discretion.

As part of Our investigation, defence, negotiation or settlement We will pay:

- all premiums on appeal bonds required in any suit We defend;
- all premiums on bonds to release attachments for any amount up to the amount of coverage (but We are not obligated to apply for or furnish any bond);
- all expenses incurred by Us;
- all costs taxed against a covered person;
- all interest accruing after a judgment is entered in a suit We defend on only that part of the judgment We are responsible for paying. We will not pay interest accruing after We have paid the judgment up to the sum insured;
- all prejudgment interest awarded against a covered person on that part of the judgment We pay or offer to pay. We will not pay any prejudgment interest based on the period of time after We make an offer to pay the sum insured;
- all earnings lost by each covered person at Our request, up to \$250 a day, to a total of \$10,000;
- other reasonable expenses incurred by a covered person at Our request; and
- the cost of bail bonds required of a covered person because of a covered loss.

In jurisdictions where We may be prevented by local law from carrying out these defence coverages, We will pay only those defence expenses that We agree in writing to pay and that are incurred by You.

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## Extra Coverages

These coverages are included in Your Personal Liability Coverage and are in addition to the sum insured for damages and defence costs unless stated otherwise.

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Workers' Compensation

We cover damages or compensation a covered person is legally obligated to pay under Western Australia Workers' Compensation legislation, or under the common law (Common Law limit of liability \$50,000,000 applies and this coverage is underwritten by Allianz Australia Insurance Ltd ACN 000 122 850), in respect of any person employed for domestic work or similar work at Your Western Australian residence listed in Your Coverage Summary. However, We do not cover any person employed in connection with Your business, trade or occupation including your rental or investment properties. This coverage is provided under the wording of Allianz Australia Insurance Ltd's current Employers' Indemnity Policy Wording under the Western Australia Workers' Compensation and Rehabilitation Act 1981 as advised by Allianz Australia Insurance Ltd to Us from time to time.

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Damage to the property of others

We cover the replacement cost of other people's property, up to \$15,000 for each occurrence, if the property is damaged or destroyed by a covered person, irrespective of legal liability.

Replacement cost is the amount required to repair or replace other people's property, whichever is less.

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Credit cards, forgery and counterfeiting

We cover up to a total of \$30,000:

- a covered person's legal obligation resulting from loss or theft of a credit card, bank card, debit card or their account numbers issued to You or a family member, provided that all the terms for using the card are complied with;
- a covered person's legal obligation resulting from loss caused by theft or unauthorised use of a credit card, bank card, debit card or their account numbers issued to You or a family member when used electronically, including use on the internet, provided that all the terms for using the card are complied with;

- loss to a covered person caused by forgery or alteration of any cheque or negotiable instrument; or
- loss caused by a covered person's acceptance in good faith of any counterfeit paper currency.

**Unauthorised use**

means use of a credit card, bank card, debit card or their account numbers without permission from You or a family member.

Unauthorised use does not mean use of a credit card, bank card, debit card or their account numbers:

- in excess of the amount authorised by You or a family member; or
- by a person or entity with unlimited use of a credit card, bank card, debit card or their account numbers issued to You or a family member.

We provide defence coverages for any claim or suit seeking covered damages against a covered person for loss, theft, or unauthorised use of a credit card, bank card, debit card or their account numbers. We have the option to defend a claim or suit against a covered person (or against a bank, with respect to this coverage) for forgery or counterfeiting. Our obligation to defend any suit seeking covered damages ends when Our payment under this coverage equals \$30,000.

If You have a loss under the credit cards, forgery and counterfeiting coverage of this Policy, You must:

- notify Us or Your broker of Your loss;
- in case of theft You must notify the police or similar competent authority;
- notify the credit card service company or the issuing bank;
- include evidence or an affidavit supporting Your claim, including the amount of and cause of the loss in any statement You prepare at Our request;
- submit to an examination under oath, as often as We may reasonably require You, family members and other members of Your household to do so;
- upon Our request submit a signed description of the circumstances surrounding a loss and Your interest in it; and
- produce all records and documents We request and permit Us to make copies.

**This coverage does not apply to losses covered under identity fraud.**

**Identity fraud**

We cover Your or a family member's identity fraud expenses, up to a maximum of \$75,000 for each identity fraud occurrence. A \$500 deductible applies to each and every claim.

**Identity fraud**

means the act of knowingly transferring or using, without lawful authority, Your or a family member's means of identity which constitutes a violation of law or a crime under any government's law or local law.

**Identity fraud occurrence**

means any act or series of acts of identity fraud by a person or group commencing in the Policy period.

**Identity fraud expenses**

means:

- costs for notarising affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- costs of sending certified mail to law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- loan application fees for re-applying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
- telephone expenses for calls for businesses, law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- earnings lost by You or a family member as a result of time off work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants or legal counsel, up to \$250 a day, to a total of \$10,000;
- reasonable attorney expenses incurred with prior notice to Us for:



- the defence of You or a family member against any suit(s) by businesses or their collection agencies;
- the removal of any criminal or civil judgements wrongly entered against You or a family member; and
- any challenge to the information in Your or a family member's consumer credit report.

However, identity fraud expenses does not include expenses incurred due to any fraudulent, dishonest or criminal act by You or a family member or any person acting with You or a family member, or by any authorised representative of You or a family member, whether acting alone or in collusion with others.

In addition to the duties described in Policy Terms You or a family member shall notify an applicable law enforcement agency.

**This cover does not apply to losses covered under credit cards, forgery, and counterfeiting.**

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#### Kidnap expenses

We will pay up to a maximum of \$100,000 for kidnap expenses a covered person incurs solely and directly as a result of a kidnap and ransom occurrence. In addition, We will also pay up to \$25,000 to any person for information not otherwise available leading to the arrest and conviction of any person(s) who kidnaps You, a family member or a covered relative. You or a family member or a covered relative who witnesses the occurrence are not eligible to receive this reward payment.

#### *Kidnap and ransom occurrence*

means the actual or alleged wrongful taking of:

- You;
- one or more family members; or
- one or more covered relatives while visiting or legally travelling with You or a family member;

from anywhere in the world except those places listed as destinations to which you are advised not to travel or to which you should reconsider your need to travel by the Australian Government Department of Foreign Affairs and Trade. These destinations can be found online at

**[www.smarttraveller.gov.au](http://www.smarttraveller.gov.au)**

The occurrence must include a demand for ransom payment which would be paid by You or a family member in exchange for the release of the kidnapped person(s).

#### *Kidnap expenses*

means the reasonable costs for:

- a professional negotiator;
- a professional security consultant;
- a professional security guard service;
- a professional public relations consultant;
- travel, meals, lodging and phone expenses incurred by You or a family member;
- advertising, communications and recording equipment;
- related medical, cosmetic, psychiatric and dental expenses incurred outside Australia by the kidnapped person within 12 months from that person's release;
- attorney's expenses;
- a professional forensic analyst;
- earnings lost by You or a family member, up to \$250 a day, to a maximum of \$10,000.

However, kidnap expenses does not include expenses incurred due to any kidnap and ransom occurrence caused by:

- You or a family member;
- a covered relative;
- any guardian, or former guardian of You or a family member;
- any domestic partner, estranged domestic partner, or former domestic partner of You or a family member;

- any person unrelated to You or a family member who lives with You or has ever lived with You for 6 or more months, other than a domestic employee or a person employed by You for farm work; or
- a civil authority;

or any person acting on behalf of any of the above, whether acting alone or in collusion with others.

#### *Covered relative*

means the following relatives of the person named in Your Coverage Summary, or a spouse who lives with that person, or any family member:

- children, their children or other descendants of theirs;
- parents, grandparents or other ancestors of theirs (including adoptive parents, step-parents and step-grandparents); or
- siblings, their children or other descendants of theirs;

who do not live with You, including spouses or domestic partners of all the above.

#### *Golfers' Cover*

We cover You or a family member for the following expenses whilst playing golf or participating in any activity at a golf club, anywhere in the world, unless stated otherwise or an exclusion applies:

#### *Third party damage*

We cover all property damage to another person's property caused by a covered person, irrespective of legal liability; and

#### *Personal accident*

In the event that You or a family member suffers bodily injury whilst playing golf which results in their:

- death;
- loss of limb(s); or
- loss of eye(s).

We will pay You or a family member, or in the event of death their estate, \$25,000 (or less for a minor if limited by law).

We will not pay more than \$25,000 for any one occurrence. Death, loss of limb(s), or loss of eye(s) must occur within 12 months of the date of the occurrence.

**Loss of limb(s)** means:

- in the case of a lower limb, permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot; or
- in the case of an upper limb, permanent physical severance at or above the wrist or permanent total loss of use of an entire arm or hand.

**Loss of eye(s)** means total and irrevocable loss of sight in one or both eyes.

#### *Hole in one*

We cover up to \$1,000 in the event of a hole in one achieved by You or a family member during an official competition round. Your scorecard and certification from Your club or match secretary must be submitted. No deductible applies to this coverage.

#### *Tax audit expenses*

We will pay for the reasonable cost of accountant fees which You incur as a result of your personal taxation affairs being audited by the Australian Taxation Office. Any such audit must be first notified to You during the period of insurance and You must advise us of any such audit. The maximum We will pay is \$10,000 in any one Policy period regardless of the number of claims. We will not pay for:

- any audit conducted in relation to criminal activity;
- any fines, penalties or shortfall in the amount of tax payable;
- fees where the final assessment of Your taxable income for the period being audited is 20% higher than Your original declaration;
- any fees incurred outside any statutory time limit;



- any fees incurred as a result of any fraudulent act or fraudulent admission or any statement made by You or on Your behalf to a taxation officer which is false or misleading or can be attributed to deliberate evasion or recklessness;
- any audit conducted in relation to any facts or circumstances of which You were aware or ought to have been aware prior to the commencement of this Policy which were likely to lead to Your making a claim under this Policy;
- any fees incurred in relation to any enquiries from the Australian Taxation Office which are not related to an identified intention to conduct an audit.

**Fungi and mould** We cover damages a covered person is legally obligated to pay, up to \$100,000 for each occurrence, for bodily injury or property damage arising out of mould.

**Mould** means fungi, mould, mould spores, mycotoxins, and the scents and other by-products of any of these. These payments do not increase the amount of Personal Liability Coverage.

## Exclusions

These exclusions apply to Your Personal Liability Coverage, including the Extra Coverages, unless stated otherwise.

**Motorised land vehicles.** We do not cover any damages arising out of the ownership, possession or use of any motorised land vehicle. This includes any trailers or watercraft being towed by or carried on any registered vehicle.

This exclusion does not apply to decommissioned motorised land vehicles in storage at Your residence, to unregistered motorised land vehicles used solely on and to service the residence, to unregistered motorised land vehicles used to assist the disabled, to unregistered golf carts or to quad bikes and motorcycles with an engine capacity of less than 51cc used within the grounds of a residence listed in the Coverage Summary and not registered for road use.

**Aircraft** We do not cover any damages arising out of the ownership, possession or use of any aircraft. But We do cover damages arising out of the use of an aircraft charter by You with paid crew, not owned by You or any entity in which You have an ownership interest or leasehold interest. We do not cover any property damages to aircraft rented to, owned by, or in the care, custody or control of a covered person.

**Large watercraft** We do not cover any damages arising out of the ownership, possession, use or towing of any watercraft 8 metres or longer or with more than 50 horsepower owned or controlled, directly or indirectly, by a covered person, or any watercraft furnished or rented to a covered person for longer than 30 days. But We do cover watercraft being stored, unless another exclusion applies.

**Racing** We do not cover any damages arising out of the participation in or practice for competitive racing of any motorised land vehicle, watercraft or aircraft. This exclusion does not apply to sailboat racing even if the sailboat is equipped with an auxiliary motor.

**Non-permitted use** We do not cover any person who uses a motorised land vehicle, watercraft or aircraft without permission from You or a family member.

**Permitted use** We do not cover any damages arising from any covered person permitting the use of a motorised land vehicle, watercraft or aircraft by any person.

**Contamination** We do not cover any damages arising out of the discharge, dispersal, seepage, migration or release or escape of pollutants. Nor do We cover the cost to extract pollutants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water. A **pollutant** is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. A **contaminant** is an impurity resulting from the mixture of a substance with a foreign substance. **Waste** includes materials to be disposed of, recycled, reconditioned or reclaimed.

<b>Domestic employees</b>	We do not cover any damages or compensation a covered person is legally obligated to pay for bodily injury to a domestic employee of a residence shown in the Coverage Summary under this section. Nor do we cover any damages or compensation a covered person is legally obligated to provide under any workers' compensation or other similar laws. This exclusion does not apply to covered losses under the Extra Coverage Workers' Compensation on page T2.
<b>Director's liability</b>	We do not cover any damages for any covered person's actions or failure to act as an officer or member of a board of directors of any corporation or organisation. However, We do cover such damages if You or a family member is: <ul style="list-style-type: none"> <li>• an officer or member of a board of directors of a body corporate strata title association; or</li> <li>• not compensated as an officer or member of a board of directors of a not-for-profit corporation or organisation;</li> </ul> unless another exclusion applies.
<b>Covered person's property</b>	We do not cover any person for property damage to property owned by any covered person.
<b>Property in Your care</b>	We do not cover any person for property damage to property of others rented to, occupied by, used by or in the care of any covered person, to the extent that the covered person is required by contract to provide insurance. But We do cover such damages for loss caused by fire, smoke or explosion unless another exclusion applies.
<b>Discrimination</b>	We do not cover any damages arising out of discrimination due to age, race, colour, sex, creed, national origin or any other discrimination.
<b>Molestation, misconduct or abuse</b>	We do not cover any damages arising out of any actual, alleged or threatened sexual molestation; sexual misconduct or harassment or abuse.
<b>Intentional acts</b>	We do not cover any damages arising out of an act intended by any covered person to cause personal injury or property damage, even if the injury or damage is of a different degree or type than actually intended or expected. But We do cover such damages if the act was reasonably intended to protect people or property unless another exclusion applies. An intentional act is one which is done deliberately with conscious design.
<b>Business pursuits</b>	We do not cover any damages arising out of a covered person's business pursuits, investment or other profit seeking activities. But We do cover damages arising out of volunteer work for an organised and registered charitable, religious or community group, a residential investment property, an incidental business away from home, an incidental business at home, incidental farming, or home business premises liability, unless another exclusion applies.
<b>Residential investment property</b>	is limited to the rental or holding for rental to be used as a residence of a strata title unit or apartment owned by You, a strata title unit or apartment rented to You, a one or two family dwelling owned by You or a three or four family dwelling owned and occupied by You. We provide this coverage only for premises listed in the Coverage Summary unless the rental or holding for rental is for: <ul style="list-style-type: none"> <li>• A residence of Yours that is occasionally rented and that is used exclusively as a residence; or</li> <li>• part of a residence of Yours by one or two roomers or boarders; or</li> <li>• part of a residence of Yours as an office, school, studio or private garage.</li> </ul>
<b>Incidental business away from home</b>	is a self-employed sales activity, or a self-employed business activity normally undertaken by persons under the age of 18 such as newspaper delivery, babysitting, caddying and lawn care. Any of these activities must: <ul style="list-style-type: none"> <li>• not yield gross revenues in excess of \$10,000 in any year;</li> <li>• have no employees subject to workers' compensation or other similar disability laws; and</li> <li>• conform to local, state and federal laws.</li> </ul>



*Incidental business at home*

is a business activity other than farming, conducted in whole or in part on the residence premises which must:

- not yield gross revenues in excess of \$25,000 in any year, except for the business activity of managing one's own personal investment, regardless of where the revenues are produced;
- have no employees subject to workers' compensation or other similar disability laws; and
- conform to local, state and federal laws.

*Incidental farming*

is a farming activity, which meets all of the following requirements:

- is incidental to Your use of the premises as Your residence;
- does not involve employment of others for more than 1,500 hours of farm work during the Policy period; and
- does not produce more than \$50,000 in gross annual revenue from agricultural operations;

and with respect to the raising or care of animals:

- does not produce more than \$50,000 in gross annual revenues;
- does not involve more than 50 sales transactions during the Policy period; and
- does not involve the sale of more than 50 animals during the Policy period.

*Contamination*

With respect to incidental farming described above We also do not cover any actual or alleged damages arising out of the discharge, dispersal, seepage, migration or release or escape of pollutants. Nor do We cover any cost or expense arising out of any request, demand or order to:

- extract pollutants from land or water;
- remove, restore or replace polluted or contaminated land or water; or
- test for, monitor, clean up, remove, contain, treat, detoxify or neutralise pollutants, or in any way respond to or assess the effects of pollutants.

However, this exclusion does not apply if the discharge, dispersal, seepage, migration or release or escape is sudden and accidental. A **pollutant** is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. A **contaminant** is an impurity resulting from the mixture of a substance with a foreign substance. **Waste** includes materials to be disposed of, recycled, reconditioned or reclaimed.

*Home business premises liability*

is limited to business or professional activities when legally conducted by You or a family member at Your residence shown in the Coverage Summary. We provide coverage only for personal injury or property damage arising out of the physical condition of that residence if:

- You do not have any employees involved in Your business or professional activities who are subject to workers' compensation or other similar disability laws; or, if You are a doctor or dentist, You do not have more than two employees subject to such laws;
- You are a home day care provider whose annual gross revenues from this activity do not exceed \$5,000; or
- there is no other valid and collectible insurance.

We do not cover damages or consequences resulting from business or professional care or service performed or not performed.

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*Public office*

We do not cover any damages arising out of a covered person's pursuit or holding of an elected public office period. But We do cover such damages for You or a family member if:

- the annual compensation of the office, whether accepted or not, does not exceed \$20,000; and
- the hours required to perform the duties of the office do not exceed an annual average of 20 hours work per week during the Policy period.

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*Financial guarantees*

We do not cover any damages for any covered person's financial guarantee of the financial performance of any covered person, other individual or organisation.

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Professional services	We do not cover any damages for any covered person's performing or failure to perform professional services or for professional services for which any covered person is legally responsible or licensed.
Contractual liability	We do not cover any damages arising from contracts or agreements unless liability for such damages would have existed without the agreement.
Personal injury to a covered person	We do not cover any damages for personal injury for any covered person or their dependents where the ultimate beneficiary is the offending party or defendant. We also do not cover any damages for personal injury for which You or a family member can be held legally liable, in any way, to a spouse, a family member, a person who lives with You, or a person named in the Coverage Summary. We also do not cover any damages for personal injury for which a spouse, a family member, a person who lives with You, or a person named in the Coverage Summary can be held legally liable, in any way, to You or a family member.
Illness	We do not cover damages resulting from any illness, sickness or disease transmitted intentionally or unintentionally by a covered person to anyone, or any consequence resulting from that illness, sickness or disease. We also do not cover any damages for personal injury resulting from the fear of contracting any illness, sickness or disease, or any consequence resulting from the fear of contracting any illness, sickness or disease.
Fungi and mould	We do not cover any actual or alleged damages arising from mould, the fear of mould or any consequences resulting from mould or the fear of mould, other than as provided under the Extra Coverage, fungi and mould. <b>Mould</b> means fungi, mould, mould spores, mycotoxins and the scents and other by-products of any of these.
Failure to supervise	We do not cover any actual or alleged damages arising from: <ul style="list-style-type: none"> <li>• any entrustment of property;</li> <li>• the failure to supervise or the negligent supervision of any person; or</li> <li>• any parental or ownership liability,</li> </ul> which arises in or arises from a criminal act.
Liability for the acts of others	We do not cover any person for damages arising from: <ul style="list-style-type: none"> <li>• any entrustment of property;</li> <li>• the failure to supervise or the negligent supervision of any person; or</li> <li>• any parental or ownership liability.</li> </ul> This exclusion applies only to damages arising out of the ownership, maintenance or use of any motorised land vehicle, watercraft 8 metres or longer or with more than 50 engine rated horsepower or aircraft.
Acts of war	We do not cover any damages caused by war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. If any act that is within this exclusion involves nuclear reaction, radiation, or radioactive contamination, this acts of war exclusion supersedes the nuclear, biological, chemical or radiation hazard exclusion.
Nuclear, biological, chemical or radiation hazard	We do not cover any damages arising from nuclear reaction, radiation, or biological, chemical, radioactive contamination, regardless of how it was caused. But We do insure subsequent covered loss due to fire resulting from a nuclear reaction unless another exclusion applies.



# Policy Conditions

*This part of Your Masterpiece Policy explains the conditions that apply to Your Policy.*

## General Conditions

These conditions apply to this Policy in general and to each coverage in it.

Policy period	<p>The effective dates of Your Policy are shown in the Coverage Summary. Those dates begin at 4.00 p.m. standard time at the mailing address shown. Each renewal period shall be for a similar term.</p> <p>All coverages on this Policy apply only to occurrences that take place while this Policy is in effect.</p>
Renewals	<p>We may offer to continue this Policy for renewal periods, at the premiums and under the Policy provisions in effect at the date of renewal. We can do this by mailing You a bill for the premium to the address shown in the Coverage Summary, along with any changes in the Policy provisions or amounts of coverage.</p> <p>You may accept Our offer by paying the required premium on or before the starting date of each renewal period.</p>
Transfer of rights	<p>If We make a payment under this Policy, We will assume any recovery rights a covered person has in connection with that loss, to the extent We have paid for the loss.</p> <p>All of Your rights of recovery will become Our rights to the extent of any payment We make under this Policy. A covered person will do everything necessary to secure such rights; and do nothing after a loss to prejudice such rights. However, You may waive any rights of recovery from another person or organisation for a covered loss in writing before the loss occurs.</p>
Disclosure reminder	<p>We would remind You that You must disclose to Us, fully and faithfully, the facts You know or ought to know, otherwise You may not receive any benefit from this Policy.</p>
Additions, alterations or renovations	<p>Your duty of disclosure also arises at the time You inform Us of any additions, alterations or renovations to Your house or other permanent structures. You must disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the increased risk of the insurance and, if so, on what terms. If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under Your Policy in respect of a claim or We may cancel the Policy or do both.</p>
Application of coverage	<p>Coverage applies separately to each covered person. However, this provision does not increase the amount of coverage for any one occurrence.</p>
Duplicate coverage	<p>If a loss is covered under more than one part of this Policy, We will pay You under the part giving You the most coverage, but not under more than one part. However, when both Valuable Articles Coverage and Contents coverage are shown in the Coverage Summary, and a loss is covered under both parts, Your amount of coverage will equal the combined total of both Contents and Valuable Articles limits subject to the Contents Special Limits and Policy provisions. In no event will We make duplicate payments.</p>
Assignment	<p>You cannot transfer Your interest in this Policy to anyone else unless We agree in writing to the transfer.</p>
Policy changes	<p>This Policy can be changed only by a written amendment that only We can issue.</p>
Bankruptcy or insolvency	<p>We will meet all Our obligations under this Policy regardless of whether You, Your estate, or anyone else or his or her estate becomes bankrupt or insolvent.</p>
In case of death	<p>In the event of Your death, We cover Your legal representative or any person having proper temporary custody of Your property until a legal representative is appointed and qualified, but only with respect to Your premises and other property covered under this Policy at the time of death. We will also cover any member of Your household who is a covered person at the time of death.</p>
Liberalisation	<p>We may extend or broaden the coverage provided by this Policy. If We do this during the policy period or within 60 days before it begins, without increasing the premium, then the extended or broadened coverage will apply to occurrences after the effective date of the extended or broadened coverage.</p>

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**Conforming to law** If any provision of this Policy conflicts with the laws of the Commonwealth of Australia, this Policy is amended to conform to those laws.

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**Conforming to trade sanction laws** This policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance.

## Liability Conditions

These conditions apply to all liability coverages in this Policy.

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**Other insurance** If at the time of an occurrence under this Policy there is any other insurance covering the same loss, damage, accident or liability or any part thereof, We will only pay Our rateable proportion of the claim. This special condition does not apply to the accidental death and dismemberment loss.

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**Your duties after a loss** In case of an accident or occurrence, the covered person shall perform the following duties that apply:

*Notification* You must notify Us or Your agent or broker as soon as possible.

*Assistance* You must provide Us with all available information. This includes any court papers or other documents which help Us in the event that We defend You.

*Cooperation* You must cooperate with Us fully in any legal defence. This may include any association by Us with the covered person in defence of a claim reasonably likely to involve Us.

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**Admission of liability** You must not make any admission of liability or any payments unless We agree or incur any expense other than for first aid.

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**Appeals** If a covered person or any primary insurer, does not appeal a judgement for covered damages, We may choose to do so. We will then become responsible for all expenses, taxable costs and interest arising out of the appeal. However, the sum insured for damages will not be increased.

## Property Conditions

These conditions apply to all coverages for damage to property.

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**Other insurance** If at the time of an occurrence under this Policy there is any other insurance covering the same loss, damage, accident or liability or any part thereof, We will only pay Our rateable proportion of the claim. This special condition does not apply to the accidental death and dismemberment loss.

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**Strata units** If there is other insurance in the name of the Body Corporate covering the same property covered by Us, Our coverage shall be in excess of the other insurance.

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**Your duties after a loss** If You have a loss this Policy may cover, You must perform these duties:

*Notification* You must immediately notify Us or Your agent or broker of Your loss. In case of theft or accident, You must also notify the police or similar competent authority.

*Protect property* You must protect Your property from further loss or damage, and make any repairs that are necessary to protect the property. Keep an accurate record of Your expenses. We will pay the reasonable costs of protecting the property from further damage. This will not increase the sum insured that applies.

*Prepare an inventory* At Our request You must prepare and submit to Us an inventory of damaged or lost personal property, describing the property in full. It should show in detail the amount insured under this Policy and actual amount of the loss. Attach bills, receipts and other documents to support Your inventory.

*Display property* You must show Us the damaged property when We ask.

*Proof of loss* You must submit to Us, within 60 days after We request, Your signed, sworn proof of loss providing all information and documentation We request such as the cause of loss, inventories, receipts, repair estimates and other similar records.

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**Insurable interest** We will not pay for any loss to property in which You or a family member does not have an insurable interest at the time of the loss.

If more than one person has an insurable interest in covered property, We will not pay for an amount greater than Your interest, up to the amount of coverage that applies.



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Abandoning property	You cannot abandon any property to Us unless We agree to accept it, or to a third party unless We agree.
Carrier and bailees	We will not make any payments under this Policy to the benefit of any carrier or other bailee of damaged or lost property.

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## Family Protection Conditions

The following conditions apply to the Family Protection Coverage.

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Other insurance	If at the time of an occurrence under this Policy there is any other insurance covering the same loss, damage, accident or liability or any part thereof, We will only pay Our rateable proportion of the claim. This special condition does not apply to the accidental death and dismemberment loss.
Your duties after a loss	In case of a car-jacking, hijacking, child abduction, stalking threat, home invasion, air rage or road rage occurrence, You or a family member shall perform the following duties for coverage to apply:
Notification	You must notify Us or Your broker as soon as possible. You or a family member shall also notify the police as soon as possible.
Assistance	You must provide Us or cause Us to be provided with all available information and cooperate with Us fully.
Proof of loss	At Our request You must submit to Us or cause to be submitted, within 60 days after We request an affirmative proof of loss with full particulars. Failure to give written proof of loss within this time frame will not invalidate or reduce any claim if notice is given as soon as reasonably possible.
Examination	As often as We may reasonably require, We have the right to examine under oath, You, family members, covered relatives, victims, Your chauffeur and Your guests, and have them subscribe the same. We may also ask You or the beneficiary to give Us a signed description of the circumstances surrounding a loss and to produce all records and documents We request and permit Us to make copies.
Physical examination and autopsy	A person making a claim under Family Protection Coverage must submit as often as We reasonably require to physical examinations by physicians We select. We may also have an autopsy done by a physician, unless prohibited by law. Any examinations or autopsies that We require will be done at Our expense.

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## Special Conditions

In the event of conflict with any other conditions of Your policy, these conditions supersede.

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Legal action against Us	<p>You agree not to bring legal action against Us unless You have first complied with all conditions of this Policy. For property, You also agree to bring any action against Us within two years after a loss occurs, but not until 30 days after proof of loss has been submitted to Us and the amount of loss has been determined.</p> <p>For liability, You also agree not to bring any action against Us until the amount of damages You are legally obligated to pay has been finally determined after an actual trial or appeal, if any, or by a written agreement between You, Us and the claimant. No person or organisation has any right under this Policy to bring Us into any action to determine the liability of a covered person.</p>
Alteration of risk: additions, alterations or renovations	It is a condition of this Policy that You inform Us of additions, alterations or renovations to Your house or other permanent structures at the beginning of and at the completion of the construction. On receiving that notification We may adjust the coverage for Your house or other permanent structure based on the construction cost information You provide. If You do not notify Us of the additions, alterations or renovations, or You provide Us with insufficient or incorrect information, We may be entitled to reduce Our liability under this Policy.
Appraisals	If You or We fail to agree on the amount of loss, You and We may agree on the selection of an independent appraiser in order to reach a mutual agreement. You and We will share the expenses incurred equally and every effort will be made to reach an agreement within a reasonable time. However, We do not waive Our rights under this Policy by agreeing to an appraisal.

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<b>Mortgagee or loss payee</b>	<p>If a mortgagee or loss payee is named in this Policy, any loss payable will be paid to the mortgagee or loss payee and You, as interests appear. If more than one mortgagee or loss payee is named, the order of payment will be the same as the order of precedence of the mortgagees.</p> <p>If We deny Your claim, that denial will not apply to a valid claim of the mortgagee or loss payee, if the mortgagee or loss payee:</p> <ul style="list-style-type: none"> <li>• pays any premium due under this policy on demand if You have neglected to pay the premium;</li> <li>• submits a signed, sworn statement of loss within 60 days after receiving notice from Us of Your failure to do so.</li> </ul> <p>Policy conditions relating to appraisals and payment of property claims apply to the mortgagee and loss payee.</p> <p>If this Policy is cancelled or not renewed by Us the mortgagee or loss payee will be notified, in writing, at least 3 days before the date cancellation takes effect. If We pay the mortgagee or loss payee for any loss and deny payment to You then:</p> <ul style="list-style-type: none"> <li>• We are subrogated to all the rights of the mortgagee or loss payee granted under the mortgage on the property; or</li> <li>• at Our option, We may pay to the mortgagee or loss payee the whole principal on the mortgage plus any accrued interest. In this event We will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.</li> </ul> <p>Subrogation will not impair the right of the mortgagee or loss payee to recover the full amount under the mortgagee's or loss payee's claim.</p>
<b>Non renewal</b>	<p>If We decline to renew all or part of this Policy, We will mail a notice of non renewal to the agent or broker shown in Your Coverage Summary, or to the address shown in the Coverage Summary, at least 14 days before the Policy ends. Our right to decline to renew applies to each coverage or limit in this Policy.</p>
<b>Your cancellation</b>	<p>You may cancel this Policy or any part of it at any time by returning it to Us or notifying Us in writing of the future date that the cancellation is to take effect.</p>
<b>Our cancellation</b>	<p>We may cancel this Policy or any part of it under the following conditions. Our right to cancel applies to each coverage or limit in this policy.</p>
<i>Utmost good faith</i>	<p>We may cancel any part of this Policy where You have failed to comply with the duty of utmost good faith.</p>
<i>Duty of disclosure</i>	<p>We may cancel any part of this Policy where You have failed to comply with the duty of disclosure at the time when this Policy was entered into or renewed.</p>
<i>Misrepresentation</i>	<p>We may cancel any part of this Policy where You made a misrepresentation to Us during the negotiations for this Policy.</p>
<i>Non-compliance</i>	<p>We may cancel any part of this Policy where You have failed to comply with a provision of this Policy.</p>
<i>Non payment</i>	<p>We may cancel any part of this Policy where You have failed to pay the premium.</p>
<i>Fraudulent claim</i>	<p>We may cancel any part of this Policy where You have made a fraudulent claim under this Policy or any other policy of insurance (whether with Us or another insurer) that provided cover during any part of the period during which this Policy of insurance provides cover.</p>
<i>Acts or omission</i>	<p>We may cancel any part of this Policy where You have failed to notify Us of any specific act or omission where such notification is required under the terms of this Policy.</p>
<i>Procedure</i>	<p>To cancel this Policy or any part of it, We must notify You in writing. This notice may be delivered or mailed to You at the mailing address shown in the Coverage Summary. This notice will include the date the cancellation is to take effect, which will not be earlier than 4.00 p.m. on the third business day after the notice was delivered.</p>
<i>Refund</i>	<p>In the event of cancellation by You or by Us, We will refund any unearned premium on the effective date of cancellation, or as soon as possible afterwards. The unearned premium will be computed pro rata for the unexpired term for each part of this Policy.</p>









*Masterpiece*<sup>®</sup>

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