

# personal lines



## Home Cover

Defined Events Cover  
Product Disclosure  
Statement and  
Policy Wording

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## **WELCOME**

Welcome to Lumley Insurance. This is our Product Disclosure Statement and Policy Wording to help you understand our Defined Events Home Insurance. It was prepared on 29th August 2011.

## **About the insurer**

This insurance product is issued by Wesfarmers General Insurance Limited, ABN 24 000 036 279, AFSL 241461. Lumley Insurance is a trading name of Wesfarmers General Insurance Limited. Wherever you see “we”, “us” and “our” in this policy, it means “Lumley Insurance”, unless we say otherwise.

## **Our contact details**

If you have any questions, or would like more information about this insurance please contact your adviser if they have been appointed to act for you. We have offices in every State and Territory, and you can find our contact details on the back page of this document.

## **About this document**

This Product Disclosure Statement (PDS) outlines what this policy does and does not cover. It also outlines the additional benefits and options available.

This document will tell you:

- the difference between the four types of cover
- the benefits of each type of cover
- what is covered and what is not, and
- what will happen when you claim.

## **What our words mean**

In the document, we have used words that have a particular meaning. When you read them, we want that meaning to be very clear so there are no misunderstandings. You can find definitions of these words and phrases in the “What Our Words Mean” section on pages 58-63.

## **Types of cover**

Under this insurance you can apply for:

- Loss or damage to your building by Defined Events (Building)
- Loss or damage to your contents by Defined Events (Contents)
- Accidental loss or damage to your Valuables (Valuables), and
- Legal liability cover - the extent of which will depend on whether you have purchased building and/or contents insurance.

The policy continues for the period of insurance and covers you only for events that occur during that period.

We provide cover only up to the amounts, limits and sums insured specified in the policy, less any applicable excess.

We do not cover you for anything that is the subject of an exclusion. An exclusion may be:

- in the relevant section itself
- in the general exclusions on pages 50-53
- in the schedule, and
- as an endorsement to the policy.

## SUMMARY OF COVER

Defined Event	Building	Contents
Fire, explosion, lightning or thunderbolt	✓	✓
Theft or attempted theft	✓	✓
Flood cover – up to \$10,000 (refer to note below)	✓	✓
Storm	✓	✓
Bursting, leaking, discharging or overflowing	✓	✓
Impact by aircraft, vehicle, watercraft, tree, branch or aerials	✓	✓
Accidental glass breakage	✓	✓
Vandalism & Malicious acts	✓	✓
Earthquake	✓	✓
Riot or civil commotion	✓	✓
<b>Additional Benefits</b>		
Removal of debris	✓	✓
Architects and other fees	✓	✗
Additional home costs	✓	✗
Replacement locks	✓	✓
Electric motors and compressors	✓	✓
Mortgagee legal costs	✓	✗
Home modifications	✓	✗
Exploratory costs	✓	✗
Alternative accommodation	✓	✓
Purchaser's interest	✓	✗
Reinstatement following a partial loss	✓	✓
Indexation of sum insured	✓	✗
Contents in the open air	✗	✓
Contents temporarily removed	✗	✓
Spoilage of refrigerated food	✗	✓
Compensation for fatal injury	✗	✓
Newly acquired principal residence	✗	✓
<b>Legal Liability Cover</b>		
In connection with you owning or living in your home	✓	✗
Anywhere in Australia	✗	✓
<b>Valuables Cover</b>		
Cover for accidental loss or damage to valuables	Not applicable	Optional

**Note regarding flood cover:** If flood causes loss or damage to your building, contents (including specified contents) or valuables, we will pay up to \$10,000 in any one period of insurance. If you have selected any or all of building, contents (including specified contents) and valuables cover, the combined limit is up to \$10,000 in any one period of insurance and is inclusive of all additional benefits under this policy.

**Special conditions applying in the event of bushfires, grass fires, flood, storm, rainwater or named cyclone**

You will not be covered for any loss, damage or liability following bushfires, grass fires, flood, storm, rainwater or named cyclone within 72 hours of your policy's start date or amendment of the sums insured, unless:

- you first occupied your home within 24 hours of your policy's start date, or
- your policy is replacing another that covered the same home, and there was no break in cover, between the two. In this case our liability is limited to the lower of the two sums insured.

## **THINGS WE NEED TO TELL YOU**

### **Our agreement with you**

When we agree to provide cover, you will need to pay the applicable premium by the due date.

Your policy includes:

- this Product Disclosure Statement
- the schedule, and
- any additional documents issued to you including endorsements.

These documents confirm the type of cover we are providing, and contain other important information including:

- the period of insurance
- your premium
- the details of your property, and
- any excess that may apply to you and others.

You need to keep these documents in a safe place, together with receipts, other evidence of ownership and value of your insured items.

### **Cost of the insurance**

The insurance we provide is subject to you paying or agreeing to pay, the required premium by the due date. To calculate your premium, we consider things such as:

- the type(s) of cover requested
- the construction of your building and/or type of contents
- the sum insured
- the location of your building and/or contents
- the purpose(s) for which your building is used, and
- your previous insurance history.

Generally, the greater the risk to us, the higher the premium will be. For example, a policy involving high claims experience or a higher sum insured will have a larger premium than one involving low claims experience or a lower sum insured.



Your premium also takes into account our obligation (actual or in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and any applicable Fire Services Levy) relating to your policy.

When we have to pay an estimated amount (e.g. for Fire Services Levies) based on criteria set by the government, we estimate the amount we will need to pay and allocate it to the policy. We may over- or under-recover in any given year, but we will not adjust your premium. If you would like more details, please let us know.

When you apply for this insurance, we will tell you the total amount payable, when it needs to be paid and how it can be paid. This amount will be clearly set out in your schedule, which we will send to you within 5 days of issuing this product. If you don't pay, we may reduce any claim payment by the premium amount owing and/or cancel the policy. Until you make payment, you are not insured.

### **Excess**

The excess is the amount which you must pay if you have a claim. It applies to each occurrence. Any excess you must pay will be shown on your schedule. If you have building and contents cover and make a building and contents claim for the one occurrence, you must pay the higher excess only.

### **Change in circumstances**

You must tell us as soon as possible if:

- any circumstances change the information you provided that may affect
  - the risks insured
  - the occurrence of any events that are excluded
- you make any changes to the building, contents or valuables we insure that might affect the nature of the risk covered by the policy.

Once the change becomes effective we will let you know we have agreed to it or give you a new schedule or endorsement detailing the change.

## **Cancelling the policy**

You can cancel the policy at any time by telling us in writing, irrespective of your cooling off rights. If the policy insures more than one person, we will accept notification of cancellation of the policy from one or more policyholders. We will return any premium you have paid for the period after the cancellation date, less any non-refundable government taxes and charges. A cancellation fee may apply unless we advise differently. Once we receive your request, the cancellation becomes effective.

We can also cancel the policy by sending you a written notice, but only in accordance with the Insurance Contracts Act 1984 (Cth). If we cancel the policy, we will refund the unused portion of the premium paid, less any policy-related government taxes and duties paid that we cannot recover.

If you have received payment for a total loss, you won't get any refund.

## **Notices**

If anything changes regarding your policy, we will let you know in writing. It will be effective from when we personally deliver it to you or send it to your last known postal address, whichever is earlier. For this reason it is important you let us know about any change of address as soon as possible.

## **Renewing**

We can continue your cover automatically by sending you a renewal notice at least 14 days before your policy expires. It will show the terms and conditions, the period of insurance, any proposed alterations to the policy and the premium payable.

If you tell us about a claim made between the time we calculate the renewal premium and the expiring period of insurance, you may need to pay an additional premium. The amount, based on your revised claims history, won't be any more than the amount we would have charged you had you told us earlier.

### **Cooling off**

If you are not completely satisfied with this policy you may cancel it within 30 days of the date it was issued to you (“cooling off period”), unless you make a claim under the policy within the cooling off period. If it is cancelled within this time we will return the amount you have paid.

In addition, if you varied your policy and added an additional cover section, you have the right to cancel that section within 30 days of the date it was added (“additional cooling off period”) unless you make a claim under that section within the additional cooling off period. If it is cancelled in this time, we will return the amount you have paid for that section.

To cancel at other times, please see “Cancelling the policy” on page 7.

### **Duty of Disclosure**

Before you enter into the policy with us, you have a duty under the Insurance Contracts Act 1984 to tell us everything you know, or a reasonable person in the same circumstances would know, that could affect whether we should accept the risk of the insurance and on what terms.

The Act imposes two different Duties: one when you first enter into the policy with us, and another when you renew, vary, extend or replace it.

*Your Duty of Disclosure when you first enter into the policy with us*

When you first apply for a policy, we will ask various questions that are relevant to us accepting the risk of insurance, and on what terms. When you answer those questions, you must:

- give us complete and honest answers
- tell us everything you know (or a reasonable person in the same circumstances would know) that could affect whether we accept the risk of the insurance.

*Your Duty of Disclosure when you renew, vary, extend, reinstate or replace the policy*

When you renew, extend, vary or reinstate your policy, you must tell us anything you know (or a reasonable person in the same circumstances would know) that could affect whether we accept the risk of the insurance, and on what terms.

*What you do not need to tell us*

In either case, you don't need to tell us anything that:

- reduces the risk to us
- is of common knowledge
- we know (or should know as part of our business), or
- we say we don't need to know.

*Who does the Duty of Disclosure apply to?*

The Duty of Disclosure applies to you and anyone else insured under the policy. If you provide information for someone else being insured, it is as if they provided it themselves.

*What happens if the Duty of Disclosure is not complied with?*

If anyone being insured does not comply, we can reduce or refuse to pay a claim, or even cancel the policy.

If the breach is fraudulent, we can treat the policy as if it never existed, and may not have to pay any claim.

## **GST**

All our policy benefits include GST, as do any claim settlements (up to the sum insured). However, we will reduce the amount we pay by any input tax credit you are entitled to. If you are entitled to an input tax credit, you must tell us the extent of your entitlement.

## **Utmost good faith**

The law requires each of us to act towards the other with utmost good faith in the performance of the policy and in the making and handling of claims under the policy.

### **Complaints procedure**

If you have a complaint you may contact us and request that we review the matter. If you are dissatisfied with our decision you may request it be reviewed by our Internal Disputes Resolution (IDR) Officer.

If you are dissatisfied with our IDR Officer's decision you may refer your dispute to the Financial Ombudsman Service (FOS). The FOS provides a free and independent dispute resolution service for consumers who have general insurance disputes that are covered by its Terms of Reference. If you wish your dispute to be heard by the FOS, you must refer your dispute to the FOS within the earlier of two years from the date of receiving our IDR Officer's decision, or six years from the date you became aware (or should reasonably have become aware) that you have suffered a loss. You may refer the matter to the FOS by contacting them at:

Financial Ombudsman Service  
GPO Box 3  
Melbourne Victoria 3001  
Tel: 1300 78 08 08  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Website: [www.fos.org.au](http://www.fos.org.au)

### **Code of Practice**

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, a self-regulatory code used by all insurers.

We follow this Code, which aims to raise the standards of practice and service in the insurance industry.

If you need more information, contact your nearest Lumley Insurance office or visit our website at [www.lumley.com.au](http://www.lumley.com.au).

### **Financial Claims Scheme**

This policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) and only applies in the event of an insurer becoming insolvent

and the Federal Treasurer declaring that the FCS will apply to that insurer.

Payment of a claim under the FCS is subject to the Scheme's eligibility criteria being met. Information about the FCS can be obtained from the Australian Prudential Regulation Authority at [www.apra.gov.au](http://www.apra.gov.au) or by calling 1300 13 10 60.

### **General advice warning**

Under our licence we are authorised to deal in this insurance and to provide general advice relating to it.

Any advice we or our representatives provide is general advice only, and does not take into account your personal objectives, financial situation or needs. So, before you act on this advice, you should consider the information in this document carefully and decide if it is right for you.

Our employees are paid an annual salary, and may receive bonuses based on performance criteria and achieving company goals. Unless they tell you otherwise, they are not being paid extra for any advice or dealing service they provide.

### **Privacy**

We are bound by the National Privacy Principles (NPPs) and comply with the Privacy Act 1988 (Cth). We are committed to ensuring that all our business dealings comply with the NPPs and acknowledge the importance of keeping personal details for individuals confidential and secure.

#### *Collection*

We collect personal information for the purpose of providing insurance, including arranging insurance, policy administration and claims handling.

### *Disclosure*

When necessary, we may disclose your personal information to and/or collect your personal information from:

- other companies within the same group
- other insurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financial or investigative service providers
- service providers including: mail delivery, information technology, research and development, customer research, imaging and document management, legal and other professional service providers
- government, law enforcement or statutory bodies, where required by law
- dispute resolution service providers, such as the Financial Ombudsman Service, and
- hospitals, medical and health professionals.

Where you are an insured person and not the policyholder, we may disclose your personal information to the policyholder.

### *Disclosure overseas*

There are also instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include:

- sending your personal information to companies in the same group
- when you have asked us to do so
- when we are authorised or required by law to do so
- when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement, or
- for the purposes in this statement and in compliance with the privacy regime.

### *Use*

We use and disclose your personal information for the purposes providing insurance, including arranging insurance, policy administration, claims handling and dispute resolution.

We may also use and disclose your personal information for a secondary purpose related to the purpose for which we collected it, where you would reasonably expect us to use or disclose your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When we disclose personal information to third parties we limit their use and disclosure to the specific purpose for which we supplied it. By providing personal information to us or our agent, you consent to us making these disclosures.

Without your personal information, we may not be able to provide you with the services you require. When you give us personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us and the types of third parties we may provide it to, the relevant purposes we and the third parties will use it for, and how they can access it. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

If you require a copy of Our Privacy Statement, the full Privacy Policy, or further information, please contact your nearest Lumley Insurance office and ask for the Compliance Manager or visit our website at [www.lumley.com.au](http://www.lumley.com.au).

### *Access*

You can request access to, and if applicable the correction of, the personal information we hold about you by contacting us. A fee may be charged to cover the cost associated with providing access. In some circumstances, we are able to deny your request for access to personal information. If we deny your request for access, we will tell you why.

### **Updating our Product Disclosure Statement (PDS)**

From time to time, we will need to update this PDS. When this happens, we will send you the updated information in a new PDS, Supplementary PDS or other



compliant document. If the update would not change a reasonable person's decision about buying this insurance, we may send you this information in other forms, or simply keep an internal record of the changes. (You can always get a free paper copy by calling us).

Other documents may form part of our PDS and policy. If they do, we will tell you in the relevant document.

### **Claim payment examples**

The following examples are designed to illustrate how a claim payment might typically be calculated. The examples do not cover all scenarios or all benefits and do not form a part of the policy terms and conditions. They are a guide only.

#### *Claim example – loss or damage to Building*

The building has been insured for \$100,000. A total excess of \$100 applies to your building cover. Vandals use spray cans and paint graffiti on the outside of your building. We assess the cost to remove the graffiti will be \$1,000 and we arrange for a repairer to attend your building and remove the graffiti. We will normally pay the \$1,000 for the removal of the graffiti directly to the repairer. We will tell you to either pay the excess to us or to pay the excess directly to the repairer.

#### *Claim example – loss or damage to Contents*

Your contents are insured for \$50,000. A total excess of \$100 applies to your contents cover. You have 2 paintings at the site. Each painting is valued at \$7,500. Both paintings are destroyed following a fire at the site. Although the total value of the destroyed paintings is \$15,000, the maximum amount payable for paintings is \$7,500 for each item, up to a maximum of 20% of the sum insured for any one claim, which is \$10,000. Therefore in this case, the maximum amount payable for damage to paintings is \$10,000.

The amount we will pay you is: \$10,000 less the total excess of \$100.

Total claim payment: \$9,900.

## DEFINED EVENTS

Depending on whether you have purchased building and/or contents cover, the following are the Defined Events for which cover is provided under Building Cover or Contents Cover for loss or damage to your building and/or contents. The cover you have purchased will be shown on your schedule.

### What is covered

#### **Fire, Explosion, Lightning or Thunderbolt**

Loss or damage caused by burning with flames, explosion, lightning or thunderbolt.

#### **Flood and Storm**

Flood

Loss or damage caused by the inundation of normally dry land by water which:

- escapes from
- is released from
- is unable to enter, or
- overflows from

the normal confines of:

- a natural body of water or watercourse such as rivers, creeks or lakes, or
- any altered or modified body of water, including dams, canals, reservoirs and stormwater channels.

If you suffer building, contents and/or valuables loss or damage caused by flood we will pay up to \$10,000 in any one period of insurance inclusive of all additional

**What is not covered**

Loss or damage caused by:

- arcing, sparking, scorching, burn marks or melting where there has been no flame
- heat, soot, smoke or ash unless your building or contents have caught on fire
- caused by any flammable substance kept at or brought onto your home or site if it is in breach of statutory regulations, or
- irregularities in the power supply unless there is visible evidence of a lightning strike.

Loss or damage caused to a heat or fire resistant item such as a heater, dryer, cooking appliance or iron, if it ignites or combusts.

Loss or damage caused by:

- water entering your home through an opening that was not created by the storm or flood
- water entering through an opening resulting from poor maintenance or defective workmanship, construction or design
- water entering your home due to building alterations, additions or renovations
- gradual deterioration from rainwater, or
- high tide, tidal wave, storm surge, tsunami or other actions of the sea.

Loss or damage to:

- gardens and pot plants
- outbuildings not adequately secured to their foundations
- compacted earth, gravel or pebbles on paths or driveways

## What is covered

benefits under this policy. If you selected one or more of our building, contents and valuables cover, the combined limit for loss or damage to your building, contents (including specified contents) or valuables is \$10,000 in any one period of insurance. This is inclusive of all additional benefits of building cover, contents cover and valuables cover.

### Storm

Loss or damage caused by:

- violent wind or thunderstorm (including a tornado or cyclone), or
- heavy hail, rain, or snow.

### Theft or Attempted Theft

Loss or damage caused by a theft or attempted theft.

### What is not covered

- retaining or freestanding walls
- seawalls, wharves, jetties or pontoons
- the surface of a tennis court
- swimming pool covers, spa covers, plastic or vinyl pool liners
- textile awnings, blinds, external shade cloth or solar covers
- to a glass house, greenhouse or conservatory whether constructed principally of glass or not
- to wooden gates and fences more than 15 years of age, or
- external paintwork where there is no other damage to that part of your home.

We will not pay for:

- the cost of clearing debris or mud from tanks, spas or pools, or
- flood damage to retaining walls, paths, driveways, tennis court surfaces and paved or concrete outdoor surfaces.

Theft or damage caused by:

- you or anyone who lives at the site, or
- anyone who entered your site with your permission or the consent of anyone who lives at the site.

Theft or attempted theft:

- from any common property or public area
- by tenants, roomers, boarders or paying guests and their visitors
- of money and negotiable instruments of any kind unless there is visible evidence of forcible and violent entry at the site
- of mobile phones and portable electronic equipment of any kind unless there is visible evidence of forcible and violent entry at the site
- from any unlocked motor vehicle at the site, except when in a locked garage
- from unlocked garages, common areas or storage areas of residential flats, units and the like, or
- if the security devices or mechanisms you told us about were not installed, not in working order or not connected.

## What is covered

### Earthquake

Loss or damage caused by an earthquake including subsidence and landslip that immediately follows the earthquake.

### Impact

Loss or damage resulting from impact caused by:

- a falling tree or branch
- an external flagpole, mast, aerial or satellite dish which breaks and collapses
- an aircraft, watercraft, motor vehicle or attached trailer
- debris from space, an aircraft, rocket or satellite, or
- falling towers, power or communication lines or poles.

### Bursting, Leaking, Discharging or Overflowing

Loss or damage caused by the sudden and unexpected escape of liquid from:

- a domestic appliance
- an aquarium holding more than 60 litres of water
- fixed heating or cooling systems
- basins, sinks, toilets, baths or spa baths
- waterbeds
- drainage or sewerage systems, or
- taps, fixed pipes, water mains, fixed gutters, fixed guttering, fixed water tanks or fixed tanks or other fixed apparatus used to hold or carry liquid of any kind.

Where the building cover is shown as covered in the schedule we will also pay as per Additional benefit (h) Exploratory cost incurred in locating the source of the loss or damage.

### What is not covered

Loss or damage:

- caused by high tide, tidal wave, tsunami or other actions of the sea, or
- sustained more than 72 hours after the earthquake.

Loss or damage caused by:

- tree felling, lopping or cutting
- impact to paving, paths, driveways or any services, whether underground or not, or
- the roots of trees, plants or shrubs.

The cost of:

- removing any potentially dangerous trees which have not caused damage to your home
- removing any tree stump from the ground, or
- the television or radio masts or aerials or antennae.

Loss or damage caused by:

- seepage or slow escape of liquid over time
- a leaking or faulty shower recess or base
- condensation
- watering systems or hoses
- escape of water from a stormwater pipe off the site
- stormwater channel or canal
- an inadequate drainage or sewerage system, or
- a lack of maintenance, wear and tear or neglect.

Loss or damage caused to retaining walls.

The cost of:

- repairing or replacing the item that the liquid escaped from
- repair or replacement of the damaged or defective part or apparatus including waterbeds
- repair or replacement of structural defects and faulty design
- repairing a leaking or faulty shower recess or base
- locating the cause of the damage unless it is causing permanent damage and we have agreed to the costs beforehand.

## What is covered

### **Accidental Breakage**

Loss or damage to:

- your fixed glass forming part of the building and any porcelain, marble, granite or fibreglass whilst in a fixed shower-base, basin, sink, bath, lavatory pan or cistern when Building Cover is shown as covered in the schedule
- your fixed mirrors and glass when forming part of an item of furniture including fixed and unfixed glass table tops when Contents Cover is shown as covered in the schedule, provided the break extends through the entire thickness of the damaged item.

### **Vandalism & Malicious Acts**

Loss or damage caused by vandalism or a malicious act.

### **Riot, Civil Commotion and Industrial Unrest**

Loss or damage caused by a riot, civil commotion or industrial unrest provided that the riot or civil commotion does not amount to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.



## What is not covered

We will not pay for loss or damage to:

- anything other than damage to the glazing itself
- anything in which the glazing, porcelain, marble, granite, or fibreglass is contained in or anything which contains the glazing, porcelain, marble, granite, or fibreglass
- anything upon which the glazing, porcelain, marble, granite, or fibreglass stands or anything which supports, attaches to or surrounds the glazing, porcelain, marble, granite, or fibreglass
- glassware, crystal, ornaments, vases, lamps, crockery or china
- a picture tube or screen in a television or electronic visual display unit
- a ceramic or glass cooking top
- glass in a picture frame, painting, radio set or clock
- any item of travertine whether fixed or unfixed, tiles, bench tops, spas or hot tubs
- glass in any glasshouse, conservatory or greenhouse
- mobile cellular telephones, or
- any items which were wholly or partly in a defective condition at the time of the breakage.

Loss or damage caused by:

- you or by someone who lives at your site with your consent
- tenants, roomers, boarders or paying guests and their visitors, or
- any person who has entered your site with your consent or the consent of a person who lives in your home.

Vandalism and malicious acts if the security devices or mechanisms you told us about were not installed, not in working order or not connected.

Loss or damage arising after 72 hours from the commencement of any riot, civil commotion or industrial unrest.

Loss or damage caused by you or by someone who:

- lives at your site with your consent, or
- has entered your site with your consent or that of a person who lives at your site.

## BUILDING COVER

### The cover

This cover is optional and applies only if it appears as applicable in your schedule.

### What building means

<b>Building means:</b>	<b>Limitation and/or Maximum Limit:</b>
The residential building at the site	
All domestic outbuildings and any professional offices or surgeries. This includes items such as boat sheds, domestic jetties, garages and lifts	
All domestic fixtures and fittings and structural improvements. This includes items such as fixed swimming pools, spas, saunas, solar panels, fixed water tanks, tennis courts, paving, paths, driveways, walls, retaining walls, gates, fences, masts, aerials, clothes lines, exterior blinds and awnings	
Artificial lawn that is damaged from fire or theft	We will pay up to \$5,000 for any one claim
Fixed coverings to walls, floors and ceilings	Carpets, internal blinds and curtains are excluded. (see "Fixed Coverings" on page 26)
Pergolas, patios, verandas, decking and gazebos	

Services (whether underground or not), including communication installations, electricity and water	
Unfixed building materials	We will pay up to \$1,000 for any one claim

### **“Building” does not mean:**

- loose or compacted surfaces including, but not restricted to, earth, gravel, pebbles, rocks, sand, soil, bark or mulch
- dams, reservoirs or open earthen water catchment basins
- any new building under construction
- property of tenants, roomers, boarders or paying guests
- inflatable or portable swimming pools or spas, their accessories and associated chemicals
- water in swimming pools, spas, tanks or any other container
- carpets, internal blinds and curtains
- a boarding house, hotel or motel
- houseboats, caravans, motorised vehicles and portable buildings (whether fixed or unfixed)
- pontoons
- trees, lawns, hedges, plants, shrubs, garden beds, rockeries and other plant life (including when growing in pots), and/or
- any of your contents.

### **What is covered**

We cover you for physical loss or physical damage to your building caused by any of the Defined Events which occurs during the period of insurance.

If your building is damaged during the period of insurance and we accept your claim, then we will decide whether to:

- repair the damaged portion of your building to its replacement cost

- rebuild your building (if it cannot be repaired), or
- pay you the cost of repairing or rebuilding it.

The most we will pay for any event or series of events that causes loss or damage to the building is the applicable sum insured for building (or any lesser limit that applies), less any applicable excess.

## **Repairing or rebuilding**

If we repair your building we will:

- attempt to match the materials used when your building was built or last renovated. If we can't match it exactly we will use or pay for materials we believe are of a similar kind and/or quality
- only repair or rebuild the damaged part of your building, and
- have the option to nominate the builder, repairer or supplier.

If the building:

- is heritage listed (or equivalent)
- has architectural features and/or structural materials with an ornamental, antiquarian or historical character, or
- includes original materials that are not available when the building is lost or damaged,

then replacement cost shall mean rebuilding, replacing, repairing or restoring it to a reasonably equivalent appearance and capacity using either:

- original designs of the features or structural materials, or
- suitable equivalent features or materials.

If you decide not to repair or replace your building or do not commence repair or replacement within 6 months of the date of the loss or damage, we will only compensate you for what it would have cost to repair or replace your building at the date of the loss or damage.

### **Fixed coverings**

For loss or damage to fixed coverings on walls, floors and ceilings we will pay only for the damaged part of these coverings in the affected room, hall or passage. In open-plan environments we will pay only for the damaged part of such coverings in the functional area we think is affected.

### **Building not occupied for 60 or more consecutive days**

You need to tell us if your building will not be occupied for 60 or more consecutive days as this increases the risk of loss or damage.

If the site will not be occupied for 60 or more consecutive days, we will pay only for loss or damage to your building resulting from lightning, thunderbolt and earthquake, unless:

- you have told us the site will not be occupied for 60 or more consecutive days
- we have agreed to provide cover, and
- you have paid any additional premium we have asked for, and complied with any additional terms we have imposed.

### **Total loss**

If we pay your claim for a total loss, the building cover will end.

### **What is not covered**

We will not cover legal liability of any nature.

## **Additional benefits for building cover:**

Items a) to i) are additional to the sum insured for building.

### **a) Removal of debris**

We will cover the costs of removing building debris following loss or damage to your building covered under this section.

Limitation: We will pay up to 10% of the building sum insured for any one claim.

### **b) Architects and other fees**

We will cover the costs of architects, surveyors, consulting engineers and legal fees following loss or damage to your building covered under this section.

Limitation: We will pay up to 10% of the building sum insured for any one claim.

### **c) Additional home costs**

We will cover the cost of complying with any government or local authority by-laws that regulate the repair, rebuilding or demolition of your building made necessary by loss or damage to your building covered under this section, provided we or you repair or rebuild your building at the same site.

Limitation: We will pay up to 10% of the building sum insured for any one claim.

#### *What is not covered*

We will not pay:

- costs that relate to undamaged parts of the building, or
- costs arising from notice of any building regulation requirements you had not yet complied with before the loss or damage occurred.

### **d) Replacement locks**

We will pay to replace the keys and associated locks/cylinders to any of your building's external doors or window locks that were lost or stolen during the period of insurance with similar items.

Limitation: We will pay up to \$1,000 for any one claim or in total if both building and contents are insured under this policy.

*What is not covered*

We will not pay for:

- replacement locks if your building is tenanted, or
- any vehicle or motorcycle keys, locks, remote locking or alarm device.

### **e) Electric motors and compressors**

We will pay for the damage caused by actual burning out of an electric motor or sealed compressor forming part of the building. At our option, we will pay the cost to repair or replace the motor or compressor.

Limitation: We will pay up to \$1,000 for any one claim and all claims combined during the period of insurance.

*What is not covered*

We will not cover loss or damage to electric motors and compressors that are:

- more than 10 years old
- that are contents, or
- under any warranty or manufacturer's guarantee.

Also, we will not pay for:

- any part that is not an electric motor or compressor unit itself
- the normal service of electric motors and compressors or exchangeable items of electric motors and compressors
- and any submersible or bore hole type pumps over 3hp including the cost of extracting or reinstalling any submersible and bore hole type pump, or
- any rectifiers or transformers.

### **f) Mortgagee legal costs**

We will cover the legal costs associated with discharging of a mortgage or mortgages on your building after settling a claim under the building cover for a total loss of your building.

Limitation: We will pay up to \$1,000 for any one claim.

### **g) Home modifications**

We will pay for the necessary modifications to your building if an injury to you was caused by an accident at the site that results in permanent paraplegia or permanent quadriplegia providing the building is owned and occupied by you as your principal place of residence during the period of insurance.

Limitation: We will pay up to \$10,000 for any one claim.

### **h) Exploratory costs**

If we pay for damage caused by liquid escaping from any:

- fixed basin
- shower base or other fixed apparatus
- fixed tanks, or
- fixed pipes used to hold or carry liquid,

we will also pay the costs of locating the cause of the damage and repairing any property damaged in the course of the exploratory work.

Limitation: We will pay up to \$1,000 for any one claim.

### **i) Alternative accommodation**

If your building is owned and occupied by you as your principal place of residence and it becomes uninhabitable following loss or damage to your building covered under this section, we will cover the cost of temporary accommodation for you and your household pets.

Limitation: We will pay for temporary accommodation for up to 12 months or until the building is habitable, whichever is the lesser. We will pay up to 10% of the sum insured for any one claim.

### **j) Purchaser's interest**

If you have a contract to sell your building during the period of insurance, we will cover the purchaser's legal interest in the building from when they become liable for any damage to the building until either:

- the purchase contract is settled or terminated, or
- the purchaser insures the building, whichever happens sooner.



### **k) Reinstatement following a partial loss**

If we have paid a claim under the building cover section of the policy, we will automatically reinstate the relevant sum insured without paying an additional premium. If we pay your claim for a total loss then the building cover will end.

### **l) Indexation of sum insured**

Your building sum insured is automatically increased each period of insurance, in line with any increases in the Consumer Price Index. In the event of a total loss of your building, the building sum insured is automatically increased in line with any relevant increases in the Consumer Price Index from the effective date of the current period of insurance.

## CONTENTS COVER

### The cover

This cover is optional and applies only if it appears as applicable in your schedule.

### What contents means

<b>Contents means:</b>	<b>Limitation and/or Maximum Limit:</b>
Bicycles while at the site	Covered when not being used, we will pay up to \$1,000 per bicycle
Carpets, internal blinds and curtains	See "Carpets, internal blinds and curtains" on page 36
Clothing & personal effects not otherwise excluded	
Coins, firearms and bullion	We will pay up to \$1,000 for any one article, set or collection or up to \$2,500 in any one claim for all articles, sets or collections
Collections of any kind (e.g. medal, stamp or wine collection)	We will pay up to \$5,000 for any one set or collection, and up to 20% of the contents sum insured for any one claim
Computer systems and their accessories	We will pay up to \$5,000 for any one claim
Fixtures and domestic structural improvements inside a strata title unit that are not insured by the body corporate, when the contents sum insured is not otherwise exhausted	

<b>Contents means:</b>	<b>Limitation and/or Maximum Limit:</b>
<p>Fine art, paintings, antiques and curios and other bona fide works of art</p>	<p>We will pay up to \$7,500 for any one article unless the article is listed separately as specified contents specified in the schedule, in which case we pay the amount specified in the schedule for that article. For these items we will pay up to 20% of the contents sum insured for any one claim</p>
<p>Furniture and household goods</p>	
<p>Hearing aids</p>	<p>We will pay up to \$3,000 any one item</p>
<p>Jewellery, watches and items that contain gold or silver</p>	<p>We will pay up to \$2,500 for any one article, set or collection, unless it is listed separately as "valuables" and specified in the schedule, in which case we pay the amount specified in the schedule for that article. For these items we will pay up to 20% of the contents sum insured for any one claim</p>
<p>Landlord's fixtures and fittings for which you are legally liable or that have been installed by you when the sum insured for contents is not otherwise exhausted</p>	<p>If you are a tenant</p>

<b>Contents means:</b>	<b>Limitation and/or Maximum Limit:</b>
Mobile phones and portable electronic equipment (including PDA's) that belong to you or your business	We will pay up to \$1,000 for any one claim
Money and negotiable documents of any kind	We will pay up to \$500 for any one claim
Motorised golf buggies and wheelchairs, ride on mowers under 10hp, mini bikes under 75cc	We will pay up to \$5,000 for any one claim
Office and surgery equipment belonging to your business that is at the site but not being used	We will pay up to \$2,000 for any one item and up to \$5,000 in total for any one claim
Photographic equipment and their accessories	We will pay up to \$5,000 for any one article, set or collection for any one claim
Portable swimming pools and spas	
Spare parts or accessories for motor vehicles, motorcycles, mini bikes, watercraft, jet skis or aircraft.	Covered only whilst not attached to the motor vehicles, motorcycles, mini bikes, watercraft, jet skis or aircraft, that are at the site and not in the open air, we will pay up to \$2,500 for any one claim
Specified contents as listed in your schedule	
Sporting and fishing equipment	Covered when not being used, we will pay up to \$1,000 for any one claim

<b>Contents means:</b>	<b>Limitation and/or Maximum Limit:</b>
Surfboards, sailboards, surf skis, canoes or kayaks	Covered when not being used, we will pay up to \$3,000 for any one claim
Tools of trade belonging to your business that are at the site	Covered when not being used, we will pay up to \$1,000 for any claim
Watercraft less than three metres long that are not powered by a motor	We will pay up to \$3,000 for any one claim

**Note:** If an item can be classified under more than one maximum limit, the lowest limit applies. For example, while a gold article may also be considered an antique, the gold article maximum limit would apply.

**“Contents” does not mean:**

- air conditioners housed in a cavity or mounted on a wall
- aircraft or aerial device, excluding non-pilotable model aircraft or toy kites
- any conveyance designed to travel on an air-cushion over land or sea and their accessories and spare parts
- any item insured under valuables cover
- birds, fish and animals
- caravans and trailers
- credit cards or financial transaction cards owned by you
- dishwashers housed in cupboards or benches
- firearms not registered or not stored in accordance with relevant legislation
- jet skis
- loose or compacted surfaces including, but not restricted to, earth, gravel, pebbles, rocks, sand, soil, bark or mulch
- motorised land vehicles and their attached accessories including, but not limited to, motor vehicles, trucks, motorcycles, and farm vehicles
- precious stones (being unset gems)

- property of tenants, roomers, boarders or paying guests
- stock, money and stamps belonging to either your business or a family member's business
- travel or other tickets, coupons, gift vouchers, licences or passports
- trees, lawns, hedges, plants, shrubs, garden beds, rockeries and other plant life, except when growing in pots, and/or
- watercraft more than 3 metres long or watercraft powered by a motor.

### **Specified contents**

If we agree you may insure your contents for more than the limitations specified above (except cash). You can then list them as "specified contents".

However, additional conditions may be imposed (e.g. we may ask you to pay an additional excess or keep the item in a safe place whilst not being used).

We will pay up to the sum insured for each item for any one claim.

### **What is covered**

We cover you for loss or damage to your contents that:

- is caused by any of the Defined Events, and
- occurs at the site, during the period of insurance, and
- belong to you or your family, or for which you or your family are legally responsible.

If your contents incur loss or damage during the period of insurance, and we accept your claim, then we will decide whether to:

- repair the damaged portion of your contents to its replacement cost
- replace your contents, or
- pay you the amount we should have paid for repair or replacement.

The most we will pay for any one event or series of events causing loss or damage to the contents is the applicable sum insured for contents (or any lesser limit that applies) less any applicable excess.

Where an item is both contents and valuables and cover applies under both contents cover and valuables cover, the item will be covered under the section which provides the highest cover for the item.

### **Repairing or replacing**

If we decide to repair or replace your contents we will:

- always try to return them to the condition they were when new or last repaired
- make reasonable attempts to match materials and contents. If we can't match it exactly, we will use or pay for materials/contents we believe are a similar kind and/or quality (except as provided for under "carpets, internal blinds and curtains" on page 36), and
- have the option to nominate the repairer or supplier.

### **Paying you the cost**

If we decide to pay you the cost of the repair or replacement:

- our payment will not exceed the limits detailed in the policy or the contents sum insured, and
- our payment will be either the current retail price or the discounted price we obtain, whichever is lower.

### **Carpets, internal blinds and curtains**

For loss or damage to carpets, internal blinds and curtains we will pay only for the damaged part of these coverings in the affected room, hall or passage. In open-plan environments we will pay only for the damaged part of such coverings in the functional area we think is affected.

### **Building not occupied for 60 or more consecutive days**

You need to tell us if your building will not be occupied for 60 or more consecutive days as this increases the risk of loss or damage.

If the site will not be occupied for 60 or more consecutive days, we will pay only for loss or damage to your contents resulting from lightning, thunderbolt and earthquake, unless:

- you have told us the site will not be occupied for 60 or more consecutive days
- we agreed in writing to provide cover, and
- you have paid any additional premium we have asked for, and complied with any additional terms we have imposed.

### **Total loss**

If we pay your claim for a total loss, the contents cover will end.

### **Important**

If we choose to pay to replace an item, we will pay no more than the amount it would cost us to replace it with an item substantially the same, but not better than when new. This is the case, even if you have insured the item for a higher amount and regardless of whether you supplied a valuation. We negotiate special arrangements with various suppliers to purchase items below retail cost, so the premiums are based on us replacing items at these costs.

For loss or damage to an item that is part of a pair, set, system, collection or larger unit, we will only pay the value the item itself has in proportion to the combined pair, set, system, collection or larger unit. We will not pay any allowance for any special value the item may have in forming part of a pair, set, system, collection or larger unit or for any reduction in the value of the remaining part or parts of the pair, set, system, collection or larger unit.

When we replace (or pay to replace) CDs and DVDs that contain electronic files comprising computer software, music or moving images we will replace:

- domestically-produced (or 'burned') CDs or DVDs with blank media, or we will pay the cost of replacing blank media, and
- commercially-produced CDs or DVDs, or we will pay the cost of replacing them.



We do not cover any electronic data, files or software (including any photographs) stored on any medium (including computers) that gets corrupted, damaged or lost. We do not cover the costs of replacing electronic files for which you do not have a licence.

When we replace or pay to replace your mobile phones and portable electronic equipment (including PDA's), we will not pay to restore your computer records, data or applications.

Where we decide to reimburse a cost you have incurred, our payment will be no more than the actual cost you incur.

### **What is not covered**

We will not pay for loss or damage to your contents:

- while in use if they fall into the category of sporting, recreational or leisure goods and equipment
- in an unlocked or un-attended motor vehicle or watercraft
- while in transit to or stored in any commercial storage facility or furniture repository open plan storage facility or any industrial premises
- while in transit to or stored in any exhibition, auctioneers room, museum, art gallery, or when being consigned or sent by courier or post
- when being cleaned, repaired or restored
- caused by a leaking shower floor or base, shower screen or shower door
- if you fail to take reasonable care of your building or contents, including, but not limited to, making sure someone collects your mail and keeps your building tidy so as not to encourage intruders when your building is not occupied for 60 or more consecutive days, or
- stolen from common areas or car parking areas of residential boarding houses, flats, units, townhouses, or villas.

We will also not cover legal liability of any nature.

## **Additional benefits for contents cover:**

Items (a) to (j) are additional to the sum insured for contents.

### **a) Removal of debris**

We will cover the costs of removing debris of contents following loss or damage to your contents covered under this section.

Limitation: We will pay up to 10% of the contents sum insured for any one claim.

### **b) Contents in the open air**

We will cover loss or damage to your contents and non-lockable structures that are in the open air, provided they are contained within the walls, gates and fences at the site and the loss or damage is caused by a Defined Event which occurs during the period of insurance.

Limitation: We will pay up to \$2,000 for any one claim.

### **c) Contents temporarily removed**

We will cover loss or damage to your contents during the period of insurance when they are temporarily removed from the site anywhere in Australia for no more than 90 consecutive days and whilst temporarily contained in any:

- residential buildings being a dwelling house, flat or home unit
- premises where you work
- hotel, motel, holiday apartment, boarding house, club, nursing home, hospital, fur store or in any trade premises for the purpose of making up, alteration, renovation, repair, cleaning or dyeing, or
- bank vault or safety deposit box.

Limitation: To be covered, there must be signs of forcible or violent entry into the building, bank vault or safety deposit box containing your contents.

We will pay only up to the lowest limit set out for any article, set or collection in the "What contents means" table up to 20% of the contents sum insured for any one claim unless the contents appear on your policy

schedule under the “Valuables” section. (You must have paid any additional premium applicable.)

### *What is not covered*

This benefit does not insure:

- Contents permanently removed from the site other than as described in benefit (h) Newly acquired principal residence
- property used in connection with a profession, trade or business, or
- canoes, kayaks, surfboards, surf skis, sailboards, watercraft of any kind, ride on golf buggies and ride on mowers.

### **d) Spoilage of refrigerated food**

We will pay up to \$1,000 for any one claim for accidental physical damage to refrigerated or frozen food in a domestic freezer or refrigerator if that damage is caused by any mechanical, electrical or electronic failure during the period of insurance.

### *What is not covered*

We will not pay for:

- any damage to refrigerators or freezers caused by spoiled food, or
- any spoilage of refrigerated food caused by intentionally switching off or disconnecting the electricity supply.

### **e) Replacement locks**

We will pay to replace the keys and associated locks/cylinders to any of your building’s external doors or window locks that were lost or stolen during the period of insurance with similar items.

Limitation: We will pay up to \$1,000 for any one claim or in total if both building and contents are insured under this policy.

### *What is not covered*

We will not pay for:

- replacement locks if your building is tenanted, or
- any vehicle or motorcycle keys, locks, remote locking or alarm device.

## **f) Compensation for fatal injury**

We will pay \$10,000 upon your death if:

- it is caused by an accident at the site when the site is owned or tenanted by you as your principal place of residence, and
- provided you die within 90 days of such accident.

Limitation: The most we will pay during the period of insurance for any one claim and all claims combined is \$10,000.

## **g) Alternative accommodation**

If your home is your principal place of residence and it becomes uninhabitable following loss or damage that is covered under this section, we will cover the additional cost of temporary accommodation for you and your household pets.

Limitation: We will pay for temporary accommodation for up to 12 months or until the site is habitable, whichever is lesser. We will pay up to 10% of the contents sum insured for any one claim.

## **h) Newly acquired principal residence**

If you move to a new site that you will permanently occupy as your principal place of residence within Australia, we will insure your contents at the new site for 30 days. The cover on your contents at the old site will stop 30 days after the contents are first moved to the new site.

Limitation: We will pay no more than the contents sum insured, regardless of where the contents are located (current site or new site).

### *What is not covered*

We will not pay a claim unless you:

- advise us in writing of the new site within 30 days from when the contents were first moved to the new site
- pay us any additional premium, and
- agree to any other terms we may require.

**i) Electric motors and compressors**

We will pay for the damage caused by actual burning out of an electric motor or sealed compressor forming part of the contents. At our option, we will pay the cost to repair or replace the motor or compressor.

Limitation: We will pay up to \$1,000 for any one claim and all claims combined during the period of insurance.

*What is not covered*

We will not pay for loss or damage to your electric motors and compressors that:

- are more than 10 years old
- are buildings, or
- are under any warranty or manufacturer guarantee.

Also, we will not pay for:

- any part that is not an electric motor or compressor unit itself
- the normal service of electric motors and compressors, or exchangeable items of electric motor and compressors
- any submersible or bore hole type pumps over 3hp, including the cost of extracting or reinstalling any submersible and bore hole type pump, or
- any rectifiers or transformers.

**j) Reinstatement following partial loss**

When we pay a claim under your policy for partial loss or damage to the contents or specified contents, we will automatically reinstate the sum insured to the original sum insured shown in the schedule.

If we pay your claim for a total loss, the contents cover will end.

**k) Indexation of sum insured**

Your contents sum insured is automatically increased each period of insurance in line with any increases in the Consumer Price Index. In the event of a total loss of your contents, the contents sum insured is automatically increased in line with any relevant increases in the Consumer Price Index, from the effective date of the current period of insurance.

## **VALUABLES**

### **The cover**

This cover is optional and only applies if it appears in your schedule as applicable. You can only choose this option if your contents are insured under this policy.

You can list specific items to be covered under valuables "specified valuables", or take a blanket cover for your valuables "unspecified valuables".

### **Valuables means:**

- Fur
- Jewellery and watches
- Mobile phones and portable electronic equipment (including PDAs)
- Musical instruments
- Photographic equipment and their accessories
- Bicycles when not being used
- Clothing and personal effects
- Sporting equipment (while not in use), and
- Surfboards, sailboards, surf skis, canoes or kayaks (while not in use).

### **Valuables does not mean:**

- Any item not listed above
- Collections of any kind (including collections of valuables)
- Credit cards or financial transaction cards
- Items (including valuables) that are being cleaned, repaired, restored or exhibited away from the building
- Money or negotiable documents of any kind
- Property connected with a profession, trade or business, and
- Unset precious or semi-precious stones.

## What is covered

We cover you for accidental physical loss or accidental physical damage to your valuables during the period of insurance, anywhere in Australia.

If your valuables incur loss or damage during the period of insurance and we accept your claim, then we will decide whether to:

- repair the damaged portion of your valuables to its replacement cost
- replace your valuables, or
- pay you the cost for the amount we should have paid for repair or replacement.

The most we will pay for any one event or series of events causing loss or damage to your valuables is:

- \$2,500 for any one article, set or collection and up to the total sum insured for “unspecified valuables”, as shown on your schedule
- the individual sum insured for “specified valuables”, as shown on your schedule,

less any applicable excess.

## Repairing or replacing

If we decide to repair or replace your valuables we will:

- always try to return them to the condition they were in when new or last repaired
- make reasonable attempts to match materials and valuables. If we can't match it exactly, we will use or pay for materials/valuables we believe are a similar kind and/or quality, and
- have the option to nominate the repairer or supplier.

## Paying you the cost

If we decide to pay you the cost of the repair or replacement:

- our payment will not exceed the limits detailed in the policy or the valuables sum insured, and
- our payment will be either the current retail price or the discounted price we obtain, whichever is lower.

## **Building not occupied for 60 or more consecutive days**

You need to tell us if your building will not be occupied for 60 or more consecutive days as this increases the risk of loss or damage.

If the site will not be occupied for 60 or more consecutive days, we will pay only for loss or damage to your valuables resulting from lightning, thunderbolt and earthquake, unless:

- you have told us the site will not be occupied for 60 or more consecutive days
- we agreed in writing to provide cover, and
- you have paid any additional premium we have asked for, and complied with any additional terms we have imposed.

## **Total loss**

If we pay your claim for a total loss, the valuables cover will end.

## **Important**

If we choose to pay to replace an item, we will pay no more than the amount it would cost us to replace it with an item substantially the same, but not better than when new. This is the case, even if you have insured the item for a higher amount and regardless of whether you supplied a valuation. We negotiate special arrangements with various suppliers to purchase items below retail cost, so the premiums are based on us replacing items at these costs.

For loss or damage to an item that is part of a pair, set, system, collection or larger unit, we will only pay the value the item itself has in proportion to the combined pair, set, system, collection or larger unit. We will not pay any allowance for any special value the item may have in forming part of a pair, set, system, collection or larger unit or for any reduction in the value of the remaining part or parts of the pair, set, system, collection or larger unit.

When we replace (or pay to replace) CDs and DVDs that contain electronic files comprising computer software, music or moving images we will replace:



- domestically-produced (or 'burned') CDs or DVDs with blank media, or we will pay the cost of replacing blank media, and
- commercially-produced CDs or DVDs, or we will pay the cost of replacing them.

We do not cover any electronic data, files or software (including any photographs) stored on any medium (including computers) that gets corrupted, damaged or lost. We do not cover the costs of replacing electronic files for which you do not have a licence.

When we replace or pay to replace your mobile phones and portable electronic equipment (including PDA's), we will not pay to restore your computer records, data or applications.

Where we decide to reimburse a cost you have incurred, our payment will be no more than the actual cost you incur.

Some items may be a higher risk and therefore we must agree to cover the item as a Valuable. Additional conditions may be imposed, such as having to pay an additional excess or to keep the item in a safe place when not being used. We will pay up to the amount specified in the schedule for each item listed as specified valuables and up to \$2,500 for unspecified valuables.

When we pay a claim under your policy for partial loss or damage to valuables the sum insured for these items will not be automatically reinstated and the sum insured will be reduced by the amount paid by us.

If a valuable is repaired and the restored value is less than the market value immediately before the loss or damage, we will pay the difference between the two values, up to the sum insured for that valuable.

### **What is not covered**

- Loss or damage to sporting, recreational or leisure goods and equipment while in use
- Restoration of your computer records, data or applications, or
- Legal liability of any nature.

## LEGAL LIABILITY

### The cover

This cover is available only if you choose cover under the building cover and/or contents cover sections and only applies if it appears in your schedule as covered.

### What is covered

We cover you against paying compensation for:

- the death or bodily injury to another person, or
- the loss or damage to another person's property.

If your schedule shows you have building cover, we cover your legal liability for an occurrence during the period of insurance:

- at the site, and
- in connection with you owning or living in your home.

If your schedule shows you have contents cover, we cover your legal liability for an occurrence that happens anywhere in Australia during the period of insurance.

The cover is limited to:

- your liability as owner of your contents
- your personal liability arising anywhere in Australia, and
- your liability arising from your home, building or site when you
  - rent or lease your home, building, site, or
  - own your building under company share, stratum or strata title.

We will not cover liability arising from, or connected with, you owning or occupying any residence, building, structure or land other than as set out above.

If your schedule shows you have building and contents cover, we cover your legal liability for an occurrence that happens anywhere in Australia.

The most we will pay for your legal liability under this section in respect of any one claim or series of claims arising from the same occurrence is the sum insured

for this section, as shown in the schedule. This amount includes all legal and defence costs we have agreed to pay.

### **What is not covered**

We will not pay the legal liability for you, your family or any person ordinarily residing with you for anything arising from or connected with:

- any of the General Exclusions on pages 50-53
- any incident that did not occur during the period of insurance
- owning, operating, maintaining and using
  - any vehicle other than ride-on mowers, motorised golf carts and motorised scooters that do not need registration to be used on a public road
  - caravans and trailers (except when not attached to a vehicle)
  - any aircraft, aircraft landing areas or aerial devices other than non-pilotable model aircraft or toy kites
  - any watercraft longer than 3 metres powered by a motor
  - jet skis
  - conveyance designed to travel on an air-cushion over surface of land or sea
  - pontoons, or
  - lifts or inclinators
- any business, trade, occupation, employment or activity carried out for reward by you, your family or anyone living at your home
- using your building or the site for any business
- a person you employ where you are legally obligated to provide cover under any workers compensation legislation or similar laws
- claims where insurance is required by law to provide cover for the liability
- any professional, recreational or amateur sporting activity
- claims made by you, your family or any person ordinarily residing with you or with whom you normally reside

- liability that arises only because you, or any person acting on your behalf, agree to assume such liability
- any illegal or unlawful activity
- an intentional act or omission
- any admission of liability made without our consent
- loss or damage to any property in your care, custody or control other than where you live as a residential tenant
- transmitting any disease, or contaminated body fluid or body product
- pregnancy
- any building work, repairs or redecoration being carried out at your building or at the site valued at more than \$50,000
- vibration, removal, weakening or interference with any land, buildings or other property
- any civil or criminal penalties, fines, or awards of exemplary, aggravated, punitive or multiple damages made against you
- any event you have organised or are legally responsible for, unless the event occurs in your home or at the site
- supplying any alcohol or drugs
- consuming any alcohol or drugs if the consumption caused or contributed to the incident
- any common property
- any agreement or contract entered into unless liability would have existed in the absence of such agreement or contract
- a breach of copyright, act of libel or assault
- actions brought against you in a court outside Australia, or
- the discharge, dispersal, release or escape of pollutants defined as smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants on or into land, the atmosphere or any watercourse or body of water.

**GENERAL EXCLUSIONS**

You are not covered under any section of the policy for any loss, damage or liability arising from (directly or indirectly) or connected with:

- bushfires, grass fires, flood, storm, rainwater or named cyclone within 72 hours of the start date of your policy or amendments of the sum insured, unless the following applies:
  - you first occupied your home no more than 24 hours before the start date of your policy, or
  - your policy is replacing another that covered the same home, and there was no break in cover between the two, in this case our liability is limited to the lower of the two sums insured
- landslide, landslip, subsidence, erosion, settling, expansion or any other earth movement unless the loss or damage occurs within 72 hours of and as a direct result of one or more of:
  - flood, storm, rainwater or wind
  - earthquake
  - explosion, or
  - water escaping from fixed pipes or apparatus
- actions of the sea, including storm surge, tidal waves, tsunamis and high tides
- water seeping through or permeating walls, roofs or floors
- water entering your building through an opening made for the purpose of alterations, additions, renovations or repairs
- mechanical, electrical or electronic breakdown including when caused by any power supply irregularity including power surge except when caused by the actual burning out of an electric motor or any other insured event
- unlawful, malicious, deliberate or intentional acts by you or someone
  - who lives in your home
  - who is a member of your family including a de-facto spouse

- who has entered your home or site with your consent, or the consent of a person who lives in your home, or
- who is acting with your permission or implied consent
- your home during its construction
- non compliance with government regulations relating to buildings
- any building work including any extensions, alterations, decorating or renovations
- business use, unless you have noted this on your proposal or given us the details in writing, and we have accepted
- loss of profit or consequential loss of any kind
- gradual deterioration including wear and tear, rust, corrosion, depreciation, fading or deterioration from exposure to light
- algae, mould or mildew, rising damp and wet or dry rot
- inherent or structural defects, faulty design or workmanship
- pre-existing damage or any loss or damage that occurred before the start date of your policy
- heat, soot, smoke or ash, unless your buildings and/or contents have caught on fire
- inadequate maintenance or failure to keep your building in good repair
- vermin, rodents, wildlife or insects (including termites)
- pecking, biting, chewing, clawing, tearing, soiling, scratching or nesting by birds, wildlife and any animal kept in your home or at the site
- trees, plants and grass or their roots
- the removal of tree stumps or trees that have fallen but not damaged your home
- settlement, shrinkage, vibration or expansion in buildings, foundations, walls or pavements
- removing or weakening supports or foundations for alterations, additions, renovations or repair
- any process of cleaning, repairing, restoring or retouching of any item

- any process involving applying heat or using chemicals
- your property while left unattended and not at the site
- your failure to use all reasonable means to protect and maintain the insured property before, at, or after the time of any loss or damage
- courier or post delivery of any insured property
- any electronic data, coding programme, files or software (including any photographs) stored on any medium (including computers) that is corrupted, damaged, altered or lost
- the unavailability of data or reduction in the functionality, availability, or operation of hardware, software and embedded chips
- the failure or inability of any item, equipment or computer software including (but not limited to) firmware, data and embedded chips to correctly recognise, interpret or process any data or to function correctly beyond any time when that item, equipment or computer software has not correctly recognised, interpreted or processed any data
- any error in computer programming or instructions to the computer
- damage to swimming pools, spas, septic tanks or other in ground structures, including their surrounds, caused by hydrostatic pressure
- breach of any statutory obligations, government or local authority regulations or by-laws, or the costs of complying with any notices received before making a claim under this policy
- any fine, penalty, charge or GST you are liable for arising from misrepresenting, (or failing to disclose) your actual input tax credit entitlement in the settlement of any claim or premium relating to the policy
- the lawful seizure, repossession, confiscation, nationalisation or requisition or your home or your contents

- war, invasion, acts of foreign enemies, hostilities or war-like operations (whether or not war is declared), mutiny, civil commotion amounting to an uprising, military uprising, insurrection, rebellion, revolution, military or usurped power
- any act of terrorism regardless of any other contributing cause or event or any action taken in controlling, preventing, suppressing, retaliating against or in any way responding to or relating to an act of terrorism regardless of any other contributing cause or event
- the actual or threatened existence or operation of nuclear, chemical or biological weapons or nuclear fuel, waste or materials, actual or threatened contamination or pollution from such agents, ionising radiation, the combustion, detonation, fission or fusion of nuclear fuel or nuclear materials, or action taken by a public authority or anyone authorised by such authority to prevent, limit or remedy such threat, operation, pollution or contamination
- direct or indirect exposure to radiation or contamination by radioactivity from any nuclear fuel, nuclear waste or nuclear material
- an infectious disease which is defined as highly pathogenic Avian Influenza or any disease declared to be quarantinable under the Australian Quarantine Act 1908 and subsequent amendments, or
- asbestos, asbestos fibres or any form of asbestos derivatives.



### **IMPORTANT INFORMATION**

Certain terms of the policy impose obligations you must comply with during the period of insurance, including when making a claim. If you don't comply we can refuse to pay a claim to the extent permitted by the Insurance Contracts Act 1984 or even cancel the policy.

We cover only your interest in the insured property unless you specifically include cover for the interest of a third party which will be shown in the schedule. If more than one person is insured under the policy, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the policy.

If you make a fraudulent claim we can refuse to pay it and/or cancel the policy.

### **Underinsurance and inflation protection**

You need to make sure you are happy with the extent of cover provided by this insurance. If not, you may not get the cover you require.

For example, if you do not insure all the property to be insured for the replacement cost you may not be able to rely on your insurance to replace everything in the event of loss or damage if you are underinsured.

To protect you against the additional costs of inflation, where you have chosen cover under building and/or contents, we will automatically adjust the relevant sum insured at the end of each period of insurance. However, you must still review the relevant sum insured regularly to take into account any change in circumstances or value of the property insured.

### **Legal jurisdiction**

The policy is subject to the laws of the State or Territory in Australia where it was issued.

## **Things you should do**

- You must obey all laws and safety regulations.
- You must take reasonable precautions to prevent any injury, loss or damage that could result in a claim under the policy.
- If you fail to comply with the terms and conditions of the policy and this prejudices our interests, we may refuse to pay part or all of a claim (subject to the Insurance Contracts Act 1984 (Cth)).
- Do not give anyone else an interest in the policy without our written consent. We cover only your interest unless the interest of another person is specified in the policy as covered.

## CLAIM

### Making a claim

When making a claim you must:

- advise us in writing as soon as practicable after you suffer a loss. If you do not make a claim within a reasonable time, we may reduce what we pay to you to allow for any disadvantage we may have suffered because of the delay
- take all reasonable steps to stop any further loss from occurring
- not repair or replace any damaged property without our consent
- advise the nearest police station if your property is lost, stolen or maliciously damaged
- not pay, promise to pay, offer payment or admit responsibility for a claim
- keep the property that has been damaged so we can inspect it, and
- give us all the information and cooperation we need and promptly forward us all correspondence received by you concerning the event or claim or loss.

### Proof of ownership

When making a claim you must provide us with proof acceptable to us that you actually owned the item you are claiming, and that the item is worth the value you are claiming for it before we will consider paying for the claim. The following is considered by us to be acceptable proof of ownership:

- receipt for original purchase
- credit card statement, or
- valuation certificate.

These may be supported by but do not replace the above required proof:

- instruction manual
- completed warranty certificate
- spare parts
- original packing material
- photographs, or
- receipts for previous repairs.

If the replacement value for the item claimed is \$1,000 or less we may, based on the information/materials you provide and at our discretion, accept a properly executed Statutory Declaration as reasonable proof of ownership.

When we accept a claim under the policy:

- we will reduce the amount the item is covered for by the excess
- we will not pay you more than the sum insured or relevant limit applicable to the item unless otherwise stated in the policy, and
- we have the right to exercise your legal rights to conduct, defend or settle any legal or recovery action that we consider necessary and to do so in your name.

You must not:

- admit you are guilty or liable to anyone
- offer, agree or promise to settle a claim without our prior consent
- authorise repairs following a loss or damage without our prior consent unless to prevent or minimise further damage
- dispose of damaged goods (we may need to see them), or
- remove debris after a fire without our prior consent.

## **Other insurance**

To the extent permitted by law, when other insurance applies to a covered loss, we will pay only in excess of the other insurance. This will be limited to the indemnity being provided under the policy, unless the other insurance was specifically written to be excess over the indemnity provided in the policy.

Should you make a claim under the policy you must advise us of any other insurance that may cover the loss.

**WHAT OUR WORDS MEAN**

Throughout this policy we have used words that have a particular meaning. As we said at the beginning, we want that meaning to be very clear so there are no misunderstandings. Below you will find these words, along with their particular meaning.

A reference to the singular includes the plural and vice versa, unless the context otherwise requires. Any reference to one gender includes the other gender.

<p><b>“accident” or “accidental”</b> means</p>	<p>a sudden, external, violent, visible, unusual and specific event which occurs fortuitously and is unforeseen or unintended by you and which occurs at an identifiable time and place.</p>
<p><b>“building”</b> means</p>	<p>the definition of building is set out on pages 23-24</p>
<p><b>“business”</b> means</p>	<p>any business, trade, profession, occupation, grazing, farming, commercial or income earning activity, but it does not mean tenancy of the building.</p>
<p><b>“contents”</b> means</p>	<p>the definition of contents is set out on pages 31-34</p>

<p><b>“excess”</b> means</p>	<p>the excess is the amount which you must pay if you have a claim. It applies to each occurrence. Any excess you must pay will be shown on your schedule. If you have building and contents cover and make a building and contents claim for the one occurrence, you must pay the higher excess only.</p>
<p><b>“flood”</b> means</p>	<p>the inundation of normally dry land by water which:</p> <ul style="list-style-type: none"> <li>• escapes from,</li> <li>• is released from,</li> <li>• is unable to enter, or</li> <li>• overflows from</li> </ul> <p>the normal confines of:</p> <ul style="list-style-type: none"> <li>• a natural body of water or watercourse such as rivers, creeks or lakes, or</li> <li>• any altered or modified body of water, including dams, canals, reservoirs and stormwater channels.</li> </ul>
<p><b>“GST”</b> means</p>	<p>Goods and Services Tax.</p>

<p><b>“home”</b> means</p>	<p>the residential dwelling at the site. It must be occupied by you on a permanent basis or used as your holiday home. Your home may be used for limited business purposes if you have told us about it and we have shown it on your schedule.</p>
<p><b>“occurrence”</b> means</p>	<p>any event or events which is/are neither expected nor intended by you that first happen/s during the period of insurance. Any series of such events consequent upon or attributable to one source or originating cause, including continuous or repeated exposure to substantially the same general conditions, are deemed to be one occurrence.</p>
<p><b>“occupied”</b> means:</p>	<p>the building is comfortably habitable, contains at least one usable bed or mattress, table, chair and a functioning refrigerator, connected to electricity and running water and you, your family or someone with your consent has resided in the building for at least three consecutive nights.</p>

<p><b>“period of insurance”</b> means</p>	<p>the length of time between the start and end date of your policy as listed on your current schedule.</p>
<p><b>“policy”</b> means</p>	<p>our agreement with you which is made up of this document, the schedule and any other documents we tell you will form part of the policy (e.g. endorsements).</p>
<p><b>“premium”</b> means</p>	<p>the amount you have to pay us for the policy.</p>
<p><b>“replacement cost”</b> means</p>	<p>the cost of replacing, rebuilding or repairing the building, contents, specified contents and valuables to a condition substantially the same as the condition when new.</p>
<p><b>“schedule”</b> means</p>	<p>the most recent schedule we give you which contains the specific insurance details for you.</p>
<p><b>“site”</b> means</p>	<p>the land at the insured address of your home as shown on your schedule. It includes the garden or yard within the legal boundaries of that land. It does not include common property or a public area such as the nature strip outside your home.</p>



<p><b>“specified contents”</b> means</p>	<p>contents that we have agreed with you to insure for higher than the standard limits and which are separately specified in the schedule as specified contents.</p>
<p><b>“specified valuables”</b> means</p>	<p>valuables that are separately specified in the schedule as specified valuables.</p>
<p><b>“sum insured”</b> means</p>	<p>the amount you have insured either your building, your contents (including specified contents) or your valuables as shown on the schedule.</p>
<p><b>“terrorism”</b> means</p>	<p>an act, including but not limited to, the use of, or threat of, force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to coerce, influence or intimidate any government and/or the public or any section of the public.</p>

<p><b>“total loss”</b> means</p>	<p>where we decide to pay you the full sum insured for the lost or damaged insured property.</p>
<p><b>“valuables”</b> means</p>	<p>the definition of valuables as set out on page 43</p>
<p><b>“we”, “us” “our”</b> and <b>“Lumley Insurance”</b> means</p>	<p>the insurer, Wesfarmers General Insurance Limited, ABN 24 000 036 279, trading as Lumley Insurance.</p>
<p><b>“you”</b> and <b>“your”</b> means</p>	<p>the person(s) or company(s) named as the insured in the schedule.</p>
<p><b>“your family”</b> means</p>	<p>any relative by blood, marriage or adoption or someone with de-facto partner status, who lives permanently with you.</p>

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