

# Steadfast Home Elite Home and Contents Insurance

Product Disclosure Statement



# Product Disclosure Statement

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## Purpose of Product Disclosure Statement

The purpose of this Product Disclosure Statement (PDS) is to help you understand the insurance policy and provide you with sufficient information to enable you to compare and make an informed decision about it.

This PDS consists of two parts:

### 1. Important Information

This part includes important information about your rights and responsibilities, the General Insurance Code of Practice, and how you may contact us if you have a complaint.

### 2. Steadfast Home Elite Home and Contents Insurance Policy Wording

This part contains the terms, conditions, limits and definitions of your insurance policy.

Before you decide to buy this insurance please read both parts of this PDS.

## Part 1: Important information

### Welcome to Vero

Vero can trace its origins back to 1833 in Australia.

Since then we have successfully protected our customers' personal and business assets.

Vero aims to provide our customers with certainty and peace of mind, though innovative, specialised and expert insurance offerings.

We offer a range of insurance products including home building, home contents, private motor and caravan insurance\*.

### Who is the insurer?

Vero Insurance Limited ABN 48 005 297 807, AFS Licence No. 230859 is the insurer and issuer of this PDS.

For the Domestic Workers Compensation Insurance section, the insurer and issuer is GIO General Limited ABN 22 002 861 583, AFS Licence No. 229873.

\* Caravan insurance is offered through CIL Insurance, a division of Vero Insurance Limited.

## Who are Steadfast?

Steadfast Group Limited is an unlisted public company comprising of over 260 shareholders. Each shareholder is an independent insurance brokerage. This policy is available exclusively to you through shareholders of Steadfast Group Limited. Steadfast Group Limited does not issue, guarantee or underwrite this policy.

## Important information about Steadfast's advice

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

## How you contact us

You may contact Vero by calling:

- ▼ the telephone number shown in your schedule,
- ▼ your insurance adviser, or
- ▼ 1300 794 133,

or alternatively by writing to us at:

Vero Insurance Limited  
GPO Box 1453  
Brisbane QLD 4001

## Updating information

The information in this PDS was current at the date of preparation. Vero may update some of the information in the PDS that is not materially adverse from time to time without needing to notify you. You can obtain a copy of any updated information by calling 1300 794 133. We will give you a free paper copy of any updates if you request them. If it becomes necessary we will issue a supplementary or replacement PDS.

## When and how benefits are provided

The benefits provided under the policy are payable:

- ▼ when an insured event occurs during the period of insurance causing your home, contents or specified valuable items to suffer loss or damage or you incur legal liability, and
- ▼ your claim is accepted by us.

After calculating the amount payable we will either:

- ▼ arrange to repair or replace your home, contents, or specified valuables,

- ▼ pay you what it would cost us to repair or replace your home, contents, or specified valuables,
- ▼ pay the person to whom you are legally liable, or,
- ▼ pay you.

## The amount you pay for this insurance

The amount we charge you for this insurance policy is the total amount of the premium that we calculate to cover the risk, plus GST and any relevant government charges (such as stamp duty and fire services levy). These amounts will be shown in the policy schedule.

If you change your policy you may be entitled to a partial premium refund or be required to pay an additional amount.

## How various factors affect your premium

We consider a number of factors in calculating your premium. The key factors that affect your premium are the type of covers selected, and the amount you insure your home building, contents and specified valuables for. For example, if you select both home building and home contents cover this will be more expensive than if you select home contents cover only.

The amount of premium that you pay will also depend on information that you give us about your home building and contents as well as other factors.

**For further details please refer to our Steadfast Home Elite Home and Contents Insurance Premium, Discount Excess and Claims Guide available at [www.vero.com.au/PED](http://www.vero.com.au/PED). A copy of the Steadfast Home Elite Home and Contents Insurance Premium Discount, Excess and Claims Guide can be provided to you on request, at no charge, if you contact Vero on 1300 794 133.**

## The amount you pay towards a claim

An excess is an amount you are required to pay in the event of a claim.

When you make a claim under your policy, you will be required to pay the applicable excess(es) shown on your Schedule, before we settle your claim. In some circumstances, we may agree to deduct the excess(es) from your settlement amount.

There are three different types of excess:

1. Basic excess:

We apply a basic excess to every claim unless:

- ▼ your Schedule shows your basic excess as nil; or
- ▼ we agree you do not have to pay this excess.

If you make a claim under more than one section of your policy for the same event, you will pay only one basic excess. If your basic excesses are different, you will pay the higher amount.

## 2. Earthquake/Tsunami excess:

In the event of an earthquake or tsunami claim, we will require you to pay an additional excess of \$200. This is an earthquake/tsunami excess.

## 3. Unoccupancy excess:

If you leave your home unoccupied for more than 90 consecutive days, without obtaining our written agreement for cover to continue, then the basic excess stated in the schedule will automatically increase to 5% of the sum insured for the period in excess of the 90 consecutive days which you have left the home unoccupied, unless the loss or damage results from lightning, thunderbolt, earthquake, tsunami, riot and civil commotion, damage directly caused by impact by a vehicle, waterborne craft or space debris, aircraft, rocket, satellite or a branch.

This is only a summary of how excesses will be applied.

**For further details please refer to our Steadfast Home Elite Home and Contents Insurance Premium, Discount Excess and Claims Guide available at [www.vero.com.au/PED](http://www.vero.com.au/PED). A copy of the Steadfast Home Elite Home and Contents Insurance Premium Discount, Excess and Claims Guide can be provided to you on request, at no charge, if you contact Vero on 1300 794 133.**

## How to make a claim

As soon as possible after the insured event that causes the loss or damage, or legal liability, you must:

- ▼ where appropriate, make a report to the police about:
  - ▼ any malicious damage, or
  - ▼ any theft or attempted theft of your insured property, or
  - ▼ any accidental loss of personal valuables.
- ▼ contact Vero on 1800 650 164 and tell us what happened. We will advise you of the claims process and assist you through the next steps.

## How a claim payment is calculated

When we pay a claim we consider a number of aspects in calculating the amount. These can include:

- ▼ amount of loss or damage or liability,
- ▼ excess,
- ▼ sum insured,
- ▼ policy limit, and
- ▼ terms and conditions of the policy.

**For further details please refer to our Steadfast Home Elite Home and Contents Insurance Premium, Discount Excess and Claims Guide available at [www.vero.com.au/PED](http://www.vero.com.au/PED). A copy of the Steadfast Home Elite Home and Contents Insurance Premium Discount, Excess and Claims Guide can be provided to you on request, at no charge, if you contact Vero on 1300 794 133.**

## Important information

It is important that you:

- ▼ read all of the policy before you buy it to make sure that it gives you and your schedule the protection you need, and
- ▼ are aware of the limits on the cover provided and the amounts we will pay you (including the total excess that applies).

## Change of terms and conditions

In some circumstances the terms and conditions of this PDS may be amended by Supplementary PDS.

## Duty of disclosure

You have a legal duty of disclosure to us whenever you apply for, change or renew an insurance policy.

## What you must tell us

You have a general duty to disclose to us everything that you know, or could reasonably be expected to know, is relevant to our decision whether to insure you, and, if we do, on what terms.

However, your duty does not require you to disclose anything:

- ▼ that reduces the risk to be undertaken by us,
- ▼ that is generally well known,
- ▼ that we know or, in the ordinary course of our business, ought to know, or
- ▼ in respect of which we have waived your duty.

## Your general duty applies to renewals and changes

Your general duty applies in full when you renew an insurance policy or change an existing policy including when you extend or reinstate it.

## Your general duty is limited for new policies

When you apply for a new policy your duty of disclosure applies, but you do not need to disclose something to us unless we specifically ask you about it. However, you must be honest in answering any questions we ask you. You have a legal duty to tell us anything you know, and which a reasonable person in your circumstances would include in answering the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

## Who needs to tell us

It is important that you understand you are disclosing to us and answering our questions for yourself and anyone else you want to be covered by the policy.

## If you do not tell us

If you do not answer our questions honestly or do not properly disclose to us, we may reduce or refuse to pay a claim or may cancel the policy. If you act fraudulently in answering our questions or not disclosing to us, we may refuse to pay a claim or treat the policy as never having existed.

## How we will deal with a complaint

If you have a complaint about our products or services (even if through one of our service providers) or our complaints handling process, please let us know so that we can help.

You can contact us:

By phone 1800 689 762 (Free Call)

By fax 1300 767 337

In writing Reply Paid 1453,  
Customer Relations Unit RE058,  
GPO Box 1453  
Brisbane 4001

By email [customer.relations@vero.com.au](mailto:customer.relations@vero.com.au)

Please include the full details of your complaint and explain what you would like us to do.

Rest assured this is what we will do. When we receive your complaint, we will consider all the facts and attempt to resolve your complaint by the end of the next business day.

If we are not able to resolve the matter to your satisfaction, it will be referred to the relevant team leader or manager, who will review your complaint and contact you within 5 business days with their decision.

If you remain dissatisfied the matter will be referred to our Internal Dispute Resolution (IDR) team. Our IDR team will review your complaint, and provide you with their final decision within 15 business days of your complaint being referred to them.

The contact details for our IDR team are:

By phone 1300 264 470

By fax 1300 316 047

In writing Reply Paid 1453  
Internal Dispute Resolution  
Vero Insurance Limited  
GPO Box 1453  
Brisbane QLD 4001

By email [idr@vero.com.au](mailto:idr@vero.com.au)

If we require additional information for our assessment or investigation of your complaint, we will agree with you a reasonable alternative timeframe to resolve your complaint.

If we are unable to resolve your complaint within 45 days, you may take your complaint to the Financial Ombudsman Service (the FOS), even if we are still considering it. The contact details for the FOS are set out below.

## What if you are not satisfied with our final IDR decision?

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the FOS. The FOS is an independent external dispute scheme and their service is free to you. Any decision the FOS makes is binding on us, provided you also accept the decision. You do not have to accept their decision and you have the option of seeking remedies elsewhere.

The FOS is available to customers who fall within their terms of reference. The FOS will advise if they can help you.

You can contact FOS:

By phone: 1300 780 808 (for the cost of a local call)

By fax: (03) 9613 6399

In writing: Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001

By email: info@fos.org.au

By visiting: www.fos.org.au

### Cooling off

You have the right to cancel and return the insurance policy within 30 days of the date it was issued to you ("cooling off period"), unless you make a claim under the contract within the cooling off period. If you cancel it in this time, we will return the amount you have paid.

In addition, if you varied your policy and added a 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 your policy before the expiry of the period of insurance" in your policy wording.

### We respect your privacy

Vero is a member of the Suncorp Group.

The Privacy Act 1988 (Cth) requires us to inform you that:

#### Purpose of collection

Personal information is information about an identifiable individual and includes facts or an opinion about you which identifies you or by which your identity can be reasonably determined. The collection of your personal information is essential to enable us to conduct our business of offering and providing you with our range of financial products and services.

We collect personal information for the purposes of:

- ▼ identifying you when you do business with us;
- ▼ establishing your requirements and providing the appropriate product or service;
- ▼ setting up, administering and managing our products and services;
- ▼ assessing and investigating, and if accepted managing a claim made by you under one or more of our products;

- ▼ improving our financial products and services, including training and developing our staff and representatives.

We may be required by Anti-Money Laundering/Counter Terrorism Financing legislation to collect your personal information.

#### Consequences if personal information is not provided

If we request personal information about you and you do not provide it, we may not be able to provide you with the financial product or service that you request, provide insurance cover, manage or pay any claim under an insurance policy, manage your product or provide any benefits, or provide you with the full range of services we offer.

#### Disclosure

We use and disclose your personal information for the purpose we collected it.

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 necessary and in connection with purposes listed above, we may disclose your personal information to and/or collect your personal information from:

- ▼ other companies within the same Group;
- ▼ where required or authorised under our relationship with our joint venture and companies;
- ▼ information technology providers, including hardware and software vendors and consultants such as programmers;
- ▼ customer research organisations;
- ▼ intermediaries including a representative acting on your behalf, other Australian Financial Services Licensee or our authorised representatives and our agents;
- ▼ where you are an insured person and not the policy holder, we will disclose to the policy holder;
- ▼ government, law enforcement or statutory bodies;
- ▼ the Financial Ombudsman Service;

- ▼ other insurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financial or investigative service providers;
- ▼ legal and other professional advisers;
- ▼ hospitals, medical and health professionals;
- ▼ research and development service providers;
- ▼ printers and mail service and delivery providers for the mailing of statements, insurance policy documents and marketing material; and
- ▼ imaging and document management services.

### **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
- ▼ certain electronic transactions when it is necessary in order to facilitate a transaction on your behalf.

We will only send your personal information overseas or collect personal information about you from overseas for the purposes in this statement and in compliance with the privacy regime.

### **Access**

You can request access to the personal information we hold about you by contacting us. 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.

If accessing your personal information will take an extended period of time, we will inform you of the likely delay. For more detailed requests for access to information held in archives, a fee may be charged to cover the associated cost of retrieval and supplying this information.

### **Contact**

Please contact us:

- ▼ if you change your mind at any time about receiving marketing material;
- ▼ to request access to the personal information we hold about you; or
- ▼ to obtain more information about our privacy practices by asking for a copy of our Privacy Policy;

You can contact us by sending a letter to

The Privacy Officer  
GPO Box 3999  
Sydney NSW 2001

Our Privacy Policy can also be found on our website at [http://www.suncorp.com.au/suncorp/legal/privacy\\_policy.aspx](http://www.suncorp.com.au/suncorp/legal/privacy_policy.aspx)

### **Code of Practice**

We have adopted the General Insurance Code of Practice developed by the Insurance Council of Australia. The code is designed to promote good relations and good insurance practice between insurers, authorised representatives and consumers.

The Code sets out what we must do when dealing with you. Please phone us if you want more information about the Code.

### **Financial Claims Scheme**

This policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which is administered by the Australian Prudential Regulation Authority (APRA).

The FCS only applies in the extremely unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA.

Information about the FCS can be obtained from APRA at [apra.gov.au](http://apra.gov.au) or by calling 1300 55 88 49.

## Part 2: Your home and contents insurance policy wording

### Our contract with you

#### The contract

In the contract between you (the insured) and us (Vero Insurance Limited) we agree to provide you with the insurance you select and which is shown in your schedule, and in return, you agree to pay us:

- ▼ your premium,
- ▼ GST, and
- ▼ any other relevant government charges.

These amounts add up to the amount payable, which is shown in your schedule.

#### Terms and conditions of the contract

All the terms and conditions of the insurance contract are set out in:

- ▼ this PDS, including any section you select from it, and
- ▼ the schedule.

These terms and conditions apply if you have to make a claim, so it is important that you:

- ▼ read the PDS and schedule carefully and store them together in a safe place
- ▼ keep evidence of purchase, such as receipts, statements or valuations, for major items

#### When you are covered

Your insurance only starts when we accept your application.

You must pay the premium:

- ▼ by the due date specified on your schedule, unless we agree you can pay by instalments

#### When you are not covered

We will not cover you for loss or damage caused by a bushfire, storm or flood occurring within the first 72 hours following commencement of this insurance cover, **but we will** cover these events if this policy began on the same day:

- ▼ you purchased your home; or
- ▼ that another policy covering the home or contents expired, but only up to the limit of cover provided under the expired policy.

Read the PDS and schedule carefully and store them together in a safe place. You should also keep receipts for major items you purchase.

#### Paying by instalments

If we agree, you can pay us the premium in a number of payments instead of all at once. This is called paying by instalments.

If you are a month (or more) late in paying an instalment, we may cancel your policy (see page 45).

Also, we will not pay a claim if, at the date of the event you are claiming for, you are a month (or more) late in paying an instalment.

#### Who is covered under your policy

The person or persons whose names are set out in the schedule are insured. The following people are also insured, as long as they normally live with any person named in the schedule:

- ▼ That person's partner.
- ▼ Children of that person.
- ▼ Children of that person's partner.
- ▼ That person's parents.
- ▼ That person's partner's parents.

And cover is extended to any of that person's or that person's partners student children boarding at school or university.

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

## Words that have a special meaning

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

Word	Meaning
Home	This has the meaning set out on page 27 under 'What is your home'.
Contents	This has the meaning set out on pages 28 to 29 under 'What are your contents'.
Address	This is the place where the home and/or contents are located and is shown on your current schedule. We will show this place on all schedules we give you.
Excess	This is the amount of money you will pay if you have a claim. We will reduce the amount we pay you for your claim by the amount of your excess. The amount of your excess is shown on your schedule and the earthquake/tsunami excess is shown on page 31.
Flood	<p>"Flood" means the covering of normally dry land by any water:</p> <ul style="list-style-type: none"> <li>▼ escaping or released from the normal borders of: <ul style="list-style-type: none"> <li>▼ any lake or natural watercourse, whether or not altered or modified, or</li> <li>▼ any reservoir, canal, dam or stormwater channel, or</li> </ul> </li> <li>▼ that, because of water that has already escaped or been released, cannot enter: <ul style="list-style-type: none"> <li>▼ any lake or natural watercourse, or</li> <li>▼ any reservoir, canal, dam or stormwater channel.</li> </ul> </li> </ul>

Occupied	Your home is occupied if it is furnished so that it is habitable and you or someone with your consent has resided in the home overnight.
Schedule	This is the most current document we give you which sets out the details of your insurance cover. You receive a schedule when you first take out your insurance and again when the policy is renewed or changed. Your schedule may be called a policy, renewal or endorsement schedule.
Site	The land at the address shown on the schedule.
Storm surge	An increase in the sea level caused by a cyclone.
Valuable items	This has the meaning set out on page 28 under 'Valuable items' and on page 40 under 'What are valuable items'.
We/our/us	Means Vero Insurance Limited ABN 48 005 297 807

## Home and contents

### Accidental damage cover

#### What is covered

Your schedule will specify whether your home or contents, or both are insured.

Your home and/or your contents are covered for accidental loss or damage during the period of insurance. They are covered only if you own them, or are liable for them.

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

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

Your home and/or contents are covered while at your address. Cover for your contents while away from your address is provided subject to the conditions and limitations set out on page 30.

We cover you for loss or damage to the home and/or contents caused by flood.

## What we will not pay for

We will not cover your home or your contents for any loss or damage caused by:

- ▼ Landslide, subsidence, earth movement or erosion, except where such loss or damage is directly caused by, and occurs within 72 hours of, the following:
  - ▼ flood, storm, storm surge, tsunami, rainwater, hail, snow or wind,
  - ▼ explosion,
  - ▼ earthquake, or
  - ▼ escaping liquid.
- ▼ Settling or shrinkage.
- ▼ Water entering your home through an opening made for any building, renovation or repair work.
- ▼ Rust, corrosion, gradual deterioration, depreciation, wear or tear.
- ▼ Rats, mice or insects.
- ▼ Roots from trees, plants, shrubs or grass.
- ▼ Any process of cleaning involving the use of chemicals other than domestic household chemicals.
- ▼ Inherent defects, structural defects, faulty workmanship or faulty design.
- ▼ Theft by a tenant.
- ▼ Deliberate or intentional acts by a tenant.
- ▼ Mechanical or electrical breakdown other than an electric motor burning out, unless the breakdown results in loss or damage to your home or contents.
- ▼ Electrical motor burnout where the electric motor is over 15 years old.

## Item limits

There are some contents and valuable items that we will only pay a limited amount for and they are listed in the table below:

Item	Limit
Goods, tools and equipment that you use for earning your income while they are at your home. This does not include office and surgery equipment.	Up to \$10,000 in total.
For unspecified valuable items (including pairs, sets collections or systems of valuable items).	Up to 25% of the contents sum insured in total.
Any one item, pair, set, collection or system of valuable items.	up to \$10,000.
Money and negotiable instruments.	Up to \$1,500 in total.
Accessories and spare parts for the following: motor vehicles, motorcycles, caravans, trailers, watercraft, golf buggies, ride-on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis and canoes.	Up to \$2,000 per item and \$4,000 in total.

## Additional benefits we will pay for when you have insured your home

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

For additional benefits, you must suffer or incur the relevant, loss, liability or damage during the period of insurance.

- ▼ If you are unable to live in your home after loss or damage that is covered by this policy has occurred, we will pay up to 20% of the home sum insured, for the additional cost of reasonable temporary alternative accommodation where the home is your principal place of residence.

We will also pay the cost of alternative accommodation for your pets, and additional living expenses up to \$1000.

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

- ▼ you receive any payment for accommodation from another source, or
- ▼ you do not need to pay for alternative accommodation.
- ▼ If you let your home to tenants and they are unable to live in your home after loss or damage that is covered by this policy has occurred, we pay up to 20% of the home sum insured for loss of rent or rentable value if the home is tenanted or is between tenants at the time the loss or damage occurred.

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

- ▼ you do not need to rent another property, or
- ▼ you receive any payment for rent from another source.
- ▼ If you are permanently rendered paraplegic or quadriplegic as a direct result of an insured event occurring at the address, we pay up to \$25,000 for the reasonable cost incurred by you in modifying your home or in relocating you to a suitable home. By the terms “paraplegic” and “quadriplegic”, we mean paraplegia and quadriplegia that continues for a period of twelve months and for which there is a prognosis made by a qualified medical practitioner that it will continue for an indefinite period.
- ▼ We will pay your legal costs to discharge your mortgage on the home if your claim is for a total loss.
- ▼ We will pay the reasonable cost of demolishing, removing and disposing of any home debris when loss or damage that is covered by this policy occurs.
- ▼ We will pay the reasonable cost of architects, surveyors and engineers and also pay any legal fees that arise from reinstating your home when loss or damage that is covered by this policy occurs.
- ▼ If a key to an external door lock of your home or a key to an external window lock of your home, is stolen, lost or you have reason to believe that they have been duplicated, we will pay the reasonable and necessary cost of replacing the external locks, keys or cylinders with a similar item. We decide which one we will do.
- ▼ We will cover your trees, plants, shrubs or lawns for accidental loss or damage. We will pay to replace

your trees, plants, shrubs or lawns. However for weather related loss or damage, we will only pay up \$500 for any one tree, shrub, plant or lawn and up to \$5,000 in total.

- ▼ Your home sum insured is fully reinstated to the amount shown in your schedule following a claim, unless your claim is for a total loss. If your claim is for a total loss and we pay you the home sum insured, then the cover for your home will end, however home liability cover will remain in force until the expiry of the period of insurance.
- ▼ Where a total loss to your home has occurred, Liability Cover in relation to your buildings formerly occupied by you will continue beyond the expiry of your policy until the earliest of:
  - ▼ any construction commencing at the site;
  - ▼ the sale of the site or any part of it;
  - ▼ another policy that includes liability cover being taken out in relation to the site or improvements at the site;
  - ▼ the commencement of construction of a building to replace the insured building at another site; or
  - ▼ 6 months from the date of the damage that caused the total loss.
- ▼ We will pay the costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing the home at the address which is covered by this policy. The most we will pay in any one period of insurance is \$25,000. We will not pay any costs which resulted from any notice which a statutory authority served on you before the loss or damage to your home occurred.
- ▼ If you have entered into a contract to sell your home, we will extend your home cover under the policy to the purchaser from when the purchaser becomes liable for any damage to the home until the contract is settled or terminated, or until the purchaser insures the home, whichever happens first.
- ▼ If we pay for loss or damage caused by liquid escaping from any fixed bath, basin, sauna, spa, shower base or shower wall, other fixed apparatus, fixed tanks, or fixed pipes used to hold or carry liquid, we will also pay the reasonable costs of locating the cause of the damage, and of repairing or reinstating any property damaged or disturbed in the course of locating the cause of the damage. We do not pay for repair or replacement of the apparatus, tank or pipe itself.

- ▼ If your home is your primary residence, we will pay up to \$2,000 in total in any one period of insurance for loss or damage arising from an event covered by this policy to your unfixed building materials located at the site. Cover only applies to building materials intended to be used for repairs, alterations or additions to your home.

We do not cover soil, gravel, bark or mulch, or similar materials.

- ▼ If your home is a total loss and we have agreed to rebuild it, we will pay up to a maximum amount of \$5,000 towards the costs incurred by you (after deduction or any rebate for which you are eligible) to install any combination of the following:

- ▼ rainwater tank;
- ▼ solar power systems, including solar hot water systems or photo-voltaic (PV) power systems;
- ▼ hot water heat exchange; and
- ▼ grey water recycling.

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

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

For additional benefits, you must suffer or incur the relevant loss, liability or damage during the period of insurance.

- ▼ We will pay to reinstate, reproduce or restore your documents if they are damaged while contained at the home or in a bank vault. This includes the information contained on the documents.
- ▼ If any of your credit, debit or financial transaction cards or cheques are fraudulently used after they are lost or stolen or are fraudulently used on the internet, we will pay up to \$7,500 in total to the financial institutions that issued them. We will only pay if you complied with the terms on which the credit, debit or financial transaction cards or cheques were issued and you are liable to pay these costs.
- ▼ If you are unable to live in your home, or you let it to tenants and they are unable to live in your home, after loss or damage that is covered by this policy has occurred, we will pay up to the higher of \$10,000 or 20% of your contents sum insured for:

- ▼ loss of rent or rentable value if the home is a strata title residence and it is tenanted or is between tenants at the time the loss or damage occurred, or
- ▼ the reasonable cost of temporary similar alternative accommodation where you are a tenant or a strata title owner permanently residing in the home.

We will also pay you the cost of alternative accommodation for your pets, and your additional living expenses, up to \$1,000.

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

- ▼ we pay you for loss of rent following damage to your home, or
- ▼ you receive any payment for rent or accommodation from another source, or
- ▼ If you are unable to live in your home after loss or damage that is covered by this policy has occurred, we will pay the reasonable costs to remove and store your contents while your home is being repaired. We will pay this for up to 12 months. We will also cover your contents while they are in storage. We will only pay for this when you are unable to live in the home.

▼ If:

- ▼ the home is a strata title residence and it is your principal place of residence, or
- ▼ you are a tenant

and you are permanently rendered paraplegic or quadriplegic as a direct result of an insured event occurring at the address, we pay up to \$10,000 for the reasonable cost incurred by you in modifying your home or in relocating you to a suitable home. By the terms "paraplegic" and "quadriplegic", we mean paraplegia and quadriplegia that continues for a period of twelve months and for which there is a prognosis made by a qualified medical practitioner that it will continue for an indefinite period.

- ▼ We also insure contents up to \$5,000 in total belonging to any of your employees, exchange students living at your address, or to guests or visitors staying with you at the address.

We do not pay:

- ▼ for employee's, exchange student's, guest's or visitor's contents that are insured under another policy not held by you,
- ▼ more than \$1,500 for any cash or negotiable instruments, or
- ▼ for cash or negotiable instruments that are already insured under another policy not held by you.
- ▼ We will cover your contents for loss or damage that is covered by this policy while they are in a commercial or furniture storage facility in Australia up to the total contents sum insured. However, we will not cover jewellery, money or negotiable instruments.

You must tell us that your contents are in a commercial or furniture storage facility before they are put into storage and we must have agreed to cover them.

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

- ▼ We will cover your contents for loss or damage that is covered by this policy while they are being transported by a vehicle to your home, or to a commercial or furniture storage facility within Australia, up to the contents sum insured as shown on your schedule, during your period of insurance.

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

We will not cover loss or damage:

- ▼ to glassware, crystal, crockery, mirrors or china, or
- ▼ caused by denting, scratching, chipping or bruising.
- ▼ If a key to an external door lock of your home, or a key to an external window lock of your home, is stolen, lost or you have reason to believe that they have been duplicated, we will pay the reasonable and necessary cost of replacing the external locks, keys or cylinders with a similar item. We decide which one we will do.

- ▼ We will pay the reasonable costs of removing any contents debris when loss or damage that is covered by this policy occurs.
- ▼ We will pay the reasonable costs you have to pay a security firm to attend your home in response to your monitored burglar alarm system. We will only pay these costs when there is:

- ▼ a burglary, or
- ▼ an attempted burglary.

We will not pay these costs when there is:

- ▼ a false alarm, or
- ▼ no evidence of an attempted burglary.

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

- ▼ Your contents sum insured is fully reinstated to the amount shown in your schedule following a claim, unless your claim is for a total loss. If your claim is for a total loss and we pay you the contents sum insured then the cover for your contents will be reduced to \$5,000 and is limited to items that were replaced in connection with the total loss claim, however contents legal liability cover will remain in force until the expiry of the period of insurance.

- ▼ Loss or damage caused by fusion of an electrical appliance. We also pay for spoilage of food in domestic refrigerators or freezers at the address caused by:

- ▼ breakdown of the refrigerator or freezer,
- ▼ failure of the electricity supply, or
- ▼ contamination from the oil or refrigerant used in the refrigeration unit.

but not

- ▼ spoilage as a result of industrial action related to electricity generators or distributors.
- ▼ If you have insured your contents and they are kept in your primary residence, and your identity is used by someone without your authority for fraudulent use and/or financial gain, we will pay up to \$5,000 in total per period of insurance for costs and expenses incurred by you to remedy the consequences of that unauthorised use. Our liability under this additional benefit is limited to:
  - ▼ Legal expenses for defence against a business or its collection agency from which goods or services have been purchased fraudulently.

- ▼ Legal expenses for removal of any wrongfully recorded civil or criminal prosecutions or to have rectified any incorrect information recorded on your credit report.
- ▼ Loss of wages up to \$2,000 per week up to \$5,000 in total, that would have been earned but were not, solely because it was necessary for you to rectify records in relation to your identity.
- ▼ Loan application fees incurred as a result of you having to re-apply for loans because your credit report contains incorrect information due to fraud.
- ▼ Costs for notarising affidavits, telephone calls and certified mail expenses to law enforcement and/or financial institutions.
- ▼ Reasonable legal fees and court costs, if incurred in connection with remedying the consequences of that unauthorised use and with our prior approval.

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

- ▼ you or your collusion;
- ▼ your family or their collusion;
- ▼ an ex-partner or spouse; or
- ▼ someone who normally lives with you,

and arises out of:

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

We will also not pay for any claim:

- ▼ if you are not an Australian resident;
- ▼ for business interruption in relation to any business.

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

## Additional benefits we will pay for when you have insured your home and/or contents

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

For additional benefits, you must suffer or incur the relevant, loss, liability or damage during the period of insurance.

- ▼ We will pay the professional costs for the removal of tree stumps, fallen trees and branches and the associated disposal costs necessarily incurred in order to repair or replace your home and contents following loss or damage that is covered by this policy. We will also pay for the removal of trees and branches from your home if they have caused loss or damage to landscaped gardens but limited to \$5,000 for any one event unless a higher amount is shown in the schedule.
- ▼ We will pay or reimburse you for accountant's fees, which you reasonably incur as a result of your personal taxation affairs being audited by the Australian Taxation Office. The most we will pay is \$5,000 for any one audit. We pay these costs even if an insured event has not occurred.

We will not pay claims for:

- ▼ any audit that relates to a criminal prosecution,
- ▼ fees for work performed outside the time limits allowed by the Federal Commissioner of Taxation, or
- ▼ any fines, penalties or adjustments of taxation.
- ▼ We will pay up to \$1,000 for veterinary expenses you incur if your pet is injured or killed as a result of a road accident, fire, lightning, earthquake, burglary or attempted burglary.
- ▼ We will pay reasonable expenses you incur to protect your home or contents from further damage following loss or damage we have agreed to cover.
- ▼ We will pay up to \$500 for the reasonable costs you have to pay the fire brigade or a similar authorised organisation to attend and protect your home or contents against an actual fire or other emergency.
- ▼ We will pay to replace the Certificate of Title to your home if it is destroyed or damaged.
- ▼ During each period of insurance we increase the home and contents sums insured, without extra premium cost, either:

- ▼ Cumulatively by 0.265% per month of the relevant sum insured shown on the current schedule until the next renewal date, or
- ▼ By the amount the Consumer Price Index (all groups) has increased since the start of the period of insurance,

whichever is the greater amount.

- ▼ If you cannot live in your home because a government authority denies you access, we will pay the cost of similar alternate accommodation and any increase in your living expenses that is necessary and reasonable to maintain your normal standard of living for up to 60 days. We will not cover loss caused by any cancellation of a lease or similar agreement.
- ▼ If you:
  - ▼ die, or
  - ▼ suffer paraplegia, quadriplegia or permanent total disablement, as a direct result of a physical injury caused by an accident within the home at the address, we will pay \$15,000 to either:
    - ▼ the estate of the deceased person, or
    - ▼ the person who suffered paraplegia, quadriplegia or permanent total disablement.

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

- ▼ If you require counselling as a direct result of fire or theft at your home, we will pay you up to \$1500 for counselling costs you incur.
- ▼ We will pay or reimburse legal fees, costs and expenses reasonably incurred in legal proceedings initiated against you by a third party and which is defended, but only where the proceedings are commenced in Australia during the period of insurance shown on your current schedule. The most we will pay is \$5,000 for any one claim or series of claims arising from the same cause or event.

We do not pay or reimburse for proceedings or claims:

- ▼ for or relating to fines, penalties, punitive damages,
- ▼ brought by family members including spouse, ex-spouse, partner, or ex-partner claims for or relating to divorce, separation, child visiting, maintenance, property disputes,

- ▼ for or relating to dishonesty, intentional violence, misconduct,
- ▼ for or relating to defamation or slander,
- ▼ relating to facts or occurrences occurring prior to the commencement of the policy which you knew or ought to have known at the time of commencement of this policy, might give rise to a claim, or
- ▼ initiated, threatened or commenced prior to the commencement of this policy under or relating to any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme or compulsory third party insurance.

### What is your home

Home means a dwelling that is:

- ▼ used primarily as a place of residence, and
- ▼ is at the address, shown on the schedule.

Home includes the following items where they are located fully or partly at the address:

- ▼ outbuildings, fixtures and structural improvements including landlord's fixtures and fittings, tennis courts, in-ground swimming pools, in-ground spas, saunas and jetties used for domestic purposes,
- ▼ fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings,
- ▼ services (whether underground or not) that are your property or which you are liable to repair or replace or pay the cost of their repair or replacement, and
- ▼ paved terraces, trees, shrubs and plants, paved pathways and paved driveways, retaining walls, fences and gates entirely or partly at the address.

### What is not your home

- ▼ Carpets (whether fixed or not), curtains or internal blinds, unless you lease out the home on an unfurnished basis,
- ▼ earth or gravel pathways or driveways,
- ▼ a hotel, motel, nursing home, boarding house, buildings of flats, strata title unit or caravan (whether fixed to the address or not),
- ▼ a dwelling used for business or trade except as an office or surgery, and
- ▼ a holiday home leased or rented out (either temporarily or permanently), or not used solely by you or your family.

## What are your contents

Contents means all household goods and personal effects that you normally keep at the address and which belong to you or for which you are legally liable for in the event of loss or damage. This includes:

- ▼ Goods, tools and equipment that you use for earning your income while they are at your home. You would normally receive a taxation deduction for these. This does not include office and surgery equipment.
- ▼ Furniture and equipment of an office or surgery. You would normally receive a taxation deduction for these.
- ▼ Carpets (whether fixed or not), curtains and internal blinds.
- ▼ Furniture and furnishings that are not built in.
- ▼ Portable domestic appliances.
- ▼ Swimming pools, saunas and spas that are not permanently installed
- ▼ Accessories for any swimming pools, saunas or spas.
- ▼ Clothing and personal effects.
- ▼ Valuable items (which has the meaning set out on page 40).  
(The cover for valuable items is limited. You can increase the level of cover for valuable items and add items as specified personal valuable items see page 40).
- ▼ Items thinly covered with gold or silver that are not jewellery or watches.
- ▼ Paintings and prints, tapestries, Persian or similar rugs, antiques and any other works of art.
- ▼ Projectors and screens.
- ▼ Equipment for developing and enlarging photographs.
- ▼ Processed film, slides and prints. We will only pay the value of these items as unprocessed material, and the cost of processing them. However, if they were processed when you purchased them, we will pay the cost of replacement. We will not pay the costs of recreating any event.
- ▼ Tapes, cassettes, cartridges and discs, including computer software. We will only pay the value of these items when blank, unless they were pre-recorded when you purchased them.

- ▼ Data stored on any computer, computer disk or computer tape (including the cost of restoring the data).
- ▼ Money and negotiable instruments.
- ▼ Accessories and spare parts for the following: motor vehicles, motorcycles, caravans, trailers, watercraft, golf buggies, ride-on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis and canoes.  
  
We will not pay if the accessories and spare parts are in, or on, motor vehicles, motorcycles, caravans, trailers, watercraft, golf buggies, motorised mowers, mobility scooters, wheelchairs, surfboards, sail boards, surf skis and canoes.
- ▼ If you are a tenant, landlord's fixtures and fittings for which you are legally liable and fixtures and fittings installed by you for your own use.
- ▼ If you live in a strata title building, the internal paint work, wallpaper and any fixture or structural improvement within or attached to that residence which the body corporate is not required by law to insure.
- ▼ Watercraft no more than four metres long and which do not require registration under state or territory legislation.
- ▼ Motorised golf buggies, mobility scooters, ride-on mowers, wheelchairs and motorcycles up to 125cc engine capacity and which do not require registration.
- ▼ Surfboards, sailboards, surf skis, kayaks and canoes.
- ▼ Specified contents which are listed on your schedule.

## What are not your contents

- ▼ Plants and trees growing outdoors. This does not include plants and trees growing in pots or tubs.
- ▼ Animals, including birds and fish.
- ▼ Equipment for taking photographs, including accessories and unprocessed film, while they are being used to earn an income.
- ▼ Motorcycles requiring registration.
- ▼ Motor vehicles, motorcycles exceeding 125cc engine capacity, motorised go-karts, caravans, trailers or aircraft other than model or toy aircraft.
- ▼ Watercraft more than four metres long.

▼ Watercraft less than four metres long that require registration under state or territory legislation.

▼ Jet skis.

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

If you are moving permanently to a new address within Australia, we will cover your contents at the address shown on your schedule and at your new address. The most we will pay in total is the contents sum insured shown on your schedule. We will only cover your contents at your new address for 45 days.

This cover will commence from when you first start to move your contents to your new address. We do not provide cover for your contents while they are being moved unless we have agreed to cover them under 'Additional benefits we will pay for when you have insured your contents'.

If you want your contents to remain insured after 45 days, you must apply to change the address on the schedule to your new address.

### **Cover for your contents away from your home**

If this policy insures your contents, we also insure them anywhere in Australia or New Zealand (and anywhere in the world for up to 100 days in any one period of insurance), but not:

- ▼ property used in connection with a profession, trade or business, or
- ▼ contents that have been removed permanently from your home other than:
  - ▼ sporting equipment that is stored within a club room,
  - ▼ contents stored in a bank safe deposit box,
  - ▼ personal belongings including sporting equipment whilst you are away from home attending school, college or University, or
  - ▼ as provided in the section "Moving your contents to a new address" above.

We do not insure motorised golf buggies, motorcycles, canoes, surfboards, surf skis, kayaks, sailboards, watercraft, accessories or spare parts of motor vehicles, caravans, trailers or watercraft while they are in a tent, vehicle, watercraft, aircraft or in the open air.

## **Paying claims**

### **Excesses that apply when you make a claim**

For each claim for your home and your contents, we will reduce the amount we pay you for your claim by the amount of the excess. Alternatively we might ask you to pay your excess to a repairer, supplier, person who you are legally liable or sometimes directly to us. The amount of your excess is shown on your schedule.

Your excess will be increased by \$200 for any claim for loss or damage arising from an earthquake/tsunami. This loss or damage must occur within 72 hours of the earthquake.

If you leave your home unoccupied for more than 90 consecutive days, without obtaining our written agreement for cover to continue, then the excess stated in the schedule will automatically increase to 5% of the sum insured for the period in excess of the 90 consecutive days which you have left the home unoccupied, unless the loss or damage results from lightning, thunderbolt, earthquake, tsunami, riot and civil commotion, damage directly caused by impact by a vehicle, waterborne craft or space debris, aircraft, rocket, satellite or a branch.

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

When a claim is paid under 'Additional benefits we will pay for when you have insured your home' only, 'Additional benefits we will pay for when you have insured your contents' only, or 'Additional benefits we will pay for when you have insured your home and/or contents' only, an additional excess will not apply.

### **The most we will pay for your home or your contents**

The most we will pay for any claim for your home is the home sum insured shown on your schedule, and the most we will pay for any claim for your contents is the contents sum insured shown on your schedule. This does not apply to amounts payable under 'Additional benefits we will pay for when you have insured your home', or 'Additional benefits we will pay for when you have insured your contents', or 'Additional benefits we will pay for when you have insured your home and/or contents'. There are some contents items that we will only cover up to a certain amount. See 'Item Limits' on page 17 for details of these contents items and the amounts we will pay.

## How we pay a claim for your home

If you have insured your home and loss or damage that is covered by the policy occurs to the home, we will at our option do one of the following:

- ▼ arrange to rebuild, replace or repair your home so that it is returned, as far as possible, to its original condition or, if it has been renovated, to its condition when last renovated; or
- ▼ pay you what it would cost us to rebuild, replace or repair your home so that it is returned, as far as possible, to its original condition or, if it has been renovated, to its condition when last renovated.

We will not upgrade your home if you have over insured it, nor will we improve or pay any amount to improve your home to a better standard, specification or quality to its original or renovated condition.

Where we agree to pay you what it would cost us to rebuild, replace or repair your home:

- ▼ you must start replacing, rebuilding or repairing the home within 6 months from the date on which the loss or damage occurs. If you start at a later time, we will only pay you what it would reasonably cost us to replace, rebuild or repair your home as at the date of the loss or damage.

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

Wherever possible, we will try to match materials or items used in repairing or replacing, with the original item. But if this is not possible, we reserve the right to use nearest equivalent or similar materials or items.

## Lifetime guarantee on home repairs

We provide a lifetime guarantee against defects that arise from poor quality workmanship or use of incorrect or poor quality materials during the repair, replacement or rebuilding of your home, provided that we:

- ▼ directly authorised replacement, repairs or rebuilding, and
- ▼ arranged the replacement, repairs or rebuilding, and
- ▼ paid, or have a legal liability to pay the supplier, repairer or builder directly for this work.

This guarantee does not apply to:

- ▼ replacement, repairs or rebuilding of your home that you arranged, authorised or made yourself (this applies even if we give you a supplier, repairer or builder a cheque for all or part of the repair cost), or
- ▼ loss, damage or failure of any electrical or mechanical appliances or machines that form part of your home, or
- ▼ wear and tear consistent with normal gradual deterioration of your home (e.g. paint peeling off as part of its normal life cycle, wood rotting from moisture in the air or ground, roofs weathering or a hot water system leaking as a result of normal gradual deterioration).

## How we pay a claim for your contents

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

- ▼ replace the item with the nearest equivalent new item, or
- ▼ repair the item to the condition it was in when new, or
- ▼ pay you what it would cost us to repair or replace the item.

We decide which one we will do.

We will replace, or pay you what it would cost us to replace:

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

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

When an item is part of a pair, set, system or collection, we will only pay for the value of the item itself. The most we will pay is the value that the item has as a proportion of the combined pair, set, system or collection. We will only pay what it would cost us to replace the item even though the pair, set, system or collection that it belongs to is less valuable because it is incomplete.

If a claim relates to the replacement of a refrigerator, freezer, washing machine, clothes dryer or dishwasher with less than a 3 star Energy Rating, we will replace these item with one that has a minimum 3 star Energy Rating.

In the event of the total loss of any article or articles which are part of a set or collection, we agree to pay you – at your option exercisable after the loss – the full amount of the value of such pair, set or collection and you agree to surrender the remaining article or articles of the pair, set or collection to us.

## Your liability cover

### What you are covered for

- ▼ If your policy covers your home, or if the home is a strata titled residence and your contents are insured under this policy, we will cover you against any claim for compensation and expenses which you become legally liable to pay for:
  - ▼ the death or illness of, or personal injury to, any person,
  - ▼ the loss of, or damage to, property,

resulting from an occurrence in your home or at the address during the period of insurance, which arises out of your ownership or occupancy of your home, and you did not expect or intend the occurrence to give rise to your legal liability.

For this liability cover only, your home includes land, trees, shrubs and other plant life.

- ▼ If your policy covers your contents and you are the occupier of the home (whether as an owner or as a tenant) we will cover you against any claim for compensation and expenses which you become legally liable to pay for:
  - ▼ the death or illness of, or bodily personal injury to, any person,
  - ▼ the loss of, or damage to, property,

resulting from an occurrence during the period of insurance anywhere in the world, other than at the site (unless you occupy the home as a tenant), and you did not expect or intend the occurrence to give rise to your legal liability. This does not include any amount you have to pay because you own any land or buildings.

### Definitions for your liability cover

**‘Personal injury’** means bodily injury, shock, mental anguish or mental injury, libel, slander or defamation of character.

**‘Personal injury’** does not include the publication or utterance of a libel or slander:

- ▼ made prior to the commencement of the period of insurance, or
- ▼ made by or at the direction of you with knowledge of its falsity, or
- ▼ relating to advertising, broadcasting or telecasting activities by or on behalf of you.

**‘Bodily injury’** means physical bodily harm including sickness or disease that results from it and required care, loss of services and/or resultant death.

**‘Damage to property’** means physical injury to or destruction of tangible property, and resulting loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits and similar instruments but does not include the value represented by such instruments.

An **‘Occurrence’** includes continuous or repeated exposure to substantially the same general conditions. We regard all death, personal injury or loss or damage to property arising from one original source or cause as one occurrence.

### Limit of your liability cover

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

We do not pay more than this amount in total under all policies we have issued to you which cover the same liability.

### Additional benefits

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

#### ▼ Defence costs

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

#### ▼ Expenses incurred in attending court

In addition to the limit of your liability cover, we will reimburse you for reasonable expenses incurred in attending court in relation to a liability claim covered by this policy at our request up to \$250 per day but excluding the first day, and up to a total of \$5,000 in any one period of insurance for proven income loss. We will only reimburse income loss for days on which you are not able to conduct any income earning activity whatsoever.

If you are:

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

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

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

#### ▼ **Motor vehicle liability**

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

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

arising from your ownership, custody, or use of:

- ▼ any vehicle not required to be registered by law,
- ▼ any motorised wheelchair, or
- ▼ any domestic trailer not attached to any vehicle.

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

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

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

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

We do not cover you:

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

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

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

The claim must be made against you within the period of insurance stated in the schedule.

The most we will pay under this additional benefit, including legal costs, during any one period of insurance, is \$10,000.

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

These exclusions apply to your liability cover and additional benefits.

We will not cover any liability arising from:

- ▼ The ownership, custody or use of any aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boats exceeding four metres in length (except canoes, surfboards, surf-skis or sailboards) or motorised watercraft in excess of 10 horsepower.

- ▼ Any agreement or contract you enter into. We will pay for your liability if you would have been liable without the agreement or contract.
- ▼ The use, removal of or exposure to any asbestos product or products containing asbestos.
- ▼ Any alleged or actual act or omission committed, or alleged to have been committed, prior to the commencement of the policy.
- ▼ Any disease that is transmitted by you, or any member of your family who normally lives with you.
- ▼ Any business, profession, trade or occupation carried on by you. This does not include being a committee member of a sporting or social club or community organisation provided that you do not receive more than \$1,000 per year for holding this position.

We do not insure you against liabilities arising directly or indirectly from:

- ▼ Penalties, fines or awards of aggravated, exemplary or punitive damages made against you.
- ▼ Death of or personal injury to you or to any person who normally lives with you.
- ▼ Death of or personal injury to anyone employed by you or by someone who lives with you if the death or injury arises out of their employment.
- ▼ Damage to or loss of property that belongs to you, or any member of your family who normally lives with you, or any other person who normally lives with you.
- ▼ Damage to or loss of property that belongs to any person you employ and that damage or loss arises from their employment with you.
- ▼ Construction, alterations, repairs, renovations, additions or demolition of a building, including the home that cost more than \$100,000.

The exclusions that apply to home and contents and personal valuables also apply to your liability cover and additional benefits.

## Strata title mortgagee protection

### About this cover

If you are a Strata Title mortgagor and you want to protect the security for your loan – then this is the cover for you.

When you buy this cover, you are not buying home insurance. You are only buying extra protection for your mortgagee. It is up to your Body Corporate or Owners Corporation to insure your interests in the building.

### Words with special meanings for this cover

**Home** means your lot and proprietor's fixtures.

**Lot** means the space inside:

- ▼ the walls, ceilings and floor of your unit, and
- ▼ any garage or storage cupboard you own that belongs with the unit.

Lot never includes common property – which is the area and property owned by the Body Corporate or Owners Corporation that all occupiers of the lots in your Strata Plan can use.

**Proprietor's fixtures** mean any structure or fixture (but not walls, ceilings or floor of the lot) that:

- ▼ is built on, or attached to your lot after the Strata Plan is registered, and
- ▼ that forms part of your lot.

**Strata Title** includes Unit Title and Stratum Title.

### When we pay

We will only pay for loss or damage to your home if:

- ▼ this cover is shown in the schedule, and
- ▼ the loss or damage is not caused by any of the excluded events (please see page 16), and
- ▼ the Body Corporate or Owners Corporation has not, or has not sufficiently, insured the loss or damage, and
- ▼ the loss or damage occurs during the period of insurance, and
- ▼ a mortgagee cannot get back the full amount you owe it under a mortgage when it sells your home, and
- ▼ the loss or damage is not excluded by any of the general exclusions listed on page 43.

### What we will pay

If we agree to pay your claim, the most we will pay a mortgagee of your home is the lower of:

- ▼ the sum insured, or
- ▼ the amount we must pay for that kind of loss or damage under our home section, or

- ▼ any amount which you borrowed under the mortgage and used to buy, renovate or add to your home, and which you still owe the mortgagee at the date of the loss or damage.

## Personal valuables

This section of the policy only applies when your schedule shows that you have requested cover for Personal Valuables – Specified Items.

Contents are automatically covered whilst temporarily removed from the home in accordance with 'Cover for your contents away from your home' on page 30, however limits apply. If any valuable item you wish to insure is worth more than the limit we apply to it, you should insure it as a specified personal valuable item.

### What are valuable items

- ▼ Jewellery and watches.
- ▼ Items that contain gold or silver (this does not include items thinly covered with gold or silver).
- ▼ Furs.
- ▼ Collections of stamps, money or medals.
- ▼ Specified valuable and personal items which are listed on your schedule.

### When we will pay

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

### When we will not pay

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

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

- ▼ Damage to sporting equipment or tools whilst in use.
- ▼ Bicycles while they are in use for competitive racing or pacemaking.

### How we pay a claim for a specified personal valuable item

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

- ▼ replace the item with the nearest equivalent new item, or
- ▼ repair the item to the condition it was in when new, or
- ▼ pay you what it would cost us to repair or replace the item.

We decide which one we will do.

When a specified valuable item is part of a pair, set, system or collection, we will only pay the value of the item itself. The most we will pay is the value that the item has as a proportion of the combined pair, set, system or collection. We will only pay what it would cost us to replace the item even though the pair, set, system or collection to which it belongs is less valuable because it is incomplete.

In the event of the total loss of any article or articles which are part of a set or collection, we agree to pay you – at your option exercisable after the loss – the full amount of the value of such pair, set or collection and you agree to surrender the remaining article or articles of the pair, set or collection to us.

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

### Limit for unspecified valuable items

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

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

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

## Domestic workers' compensation

Domestic workers compensation (available only in Tasmania and Western Australia)

This cover only applies when your schedule shows that you have cover for domestic workers' compensation

### We cover

Your legal liability to pay workers compensation to your domestic employee:

- ▼ if your employee is injured while performing domestic work for you in your home; and
- ▼ the incident causing the injury occurred in the period of insurance.

### We do not cover

Your legal liability to pay workers compensation to any person:

- ▼ working for you in your business, profession, trade or occupation;
- ▼ building or renovating your home, other than routine maintenance at the insured address; or
- ▼ who performs work in and around your home if your home is rented out to tenants.

The cover under this section is subject to the applicable workers' compensation laws of the state or territory or the insured address.

**The insurer and issuer of this domestic workers' compensation section is GIO General Limited ABN 22 002 861 583 (GIO) and all references to 'we, us and our' in relation to the workers' compensation cover provided in this section of the policy document mean GIO.**

## General exclusions

The following general exclusions apply to all sections of this policy.

You are not insured against:

- ▼ loss or damage intentionally caused by you or a member of your family or a person acting with your or your family's consent,
- ▼ loss or damage directly or indirectly caused by, resulting from or in connection with any act of terrorism that involves any biological, chemical or nuclear pollution or contamination. ("Act of terrorism" means an act, including but not limited to the use of force or violence and/ or the threat thereof, of 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 done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.),
- ▼ Loss or damage directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

- ▼ War or warlike activity. War does not have to be declared.
- ▼ Hostilities, rebellion, insurrection or revolution. We do not provide cover for theft following these events.
- ▼ Lawful destruction or confiscation of your property.
- ▼ Anything nuclear or radioactive.
- ▼ Mildew, atmospheric or climatic conditions.
- ▼ Mould or fungi.
- ▼ Damage, loss or injury that you or anyone acting for you deliberately caused.
- ▼ Action of the sea, tidal wave, high water, or erosion.
- ▼ Any event that does not occur within the period of insurance.

# Policy information

## When your cover does not apply

- ▼ If you leave your home unoccupied for more than ninety consecutive days, you must tell us and obtain our written agreement for cover to continue. If you do not do so:
  - ▼ your cover will be limited to loss or damage that results from lightning, thunderbolt, riot and civil commotion, damage directly caused by impact by a vehicle, waterborne craft or space debris, aircraft, rocket, satellite, a branch, tsunami or earthquake. However, we do not insure you against subsequent resultant damage such as rainwater entering any opening made by impact, or looting subsequent to a riot.
  - ▼ For all other insured loss or damage the excess stated in the schedule will automatically increase to 5% of the sum insured for the period in excess of ninety consecutive days during which you have left the home unoccupied.
- ▼ We will not cover you for loss or damage caused by a bushfire, storm or flood occurring within the first 72 hours following commencement of this insurance cover, **but we will cover** these events if this policy began on the same day:
  - ▼ you purchased your home; or
  - ▼ that another policy covering the home or contents expired, but only up to the limit of cover provided under the expired policy (and increase in sums insured will not be covered for these events for the first 72 hours).

## You cannot give your rights away

You must not transfer any interests in this policy without our written consent.

All persons entitled to any benefit under this policy are bound by the terms of this policy. If your home is mortgaged, the insurance on it extends to include the mortgagees' interests. Otherwise, we only insure those interests you notify to us when we issue cover, or which are notified to us during the currency of this policy, and which we agree to insure.

If you have agreed not to seek compensation from a person who is liable to compensate you for any loss, damage or legal liability that is covered under this policy, we will not provide you with cover under this policy for that loss, damage or legal liability.

## What you are required to do for us

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

## Cancelling your policy before the expiry of the period of insurance

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

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

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

If you pay by instalments we may cancel your policy by telling you in writing:

- ▼ after 3 business days, if you do not pay an instalment on the agreed date, or
- ▼ straight away, if you are a month (or more) late in paying an instalment.

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

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

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

If your policy is cancelled before the expiry date:

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

## How the Goods and Services Tax affects your claim

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

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

## The law that applies to this policy

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

## What you must do when you make a claim

If an event happens which may give rise to a claim you must:

- ▼ Take all reasonable precautions to prevent further loss, damage or liability.
- ▼ Notify the police immediately if any of your property is lost, stolen or maliciously or intentionally damaged.
- ▼ Tell us or your insurance broker as soon as possible. You will be provided with a claim form and advice on the procedure to follow.
- ▼ Supply us with all information and documents we require to investigate, settle or defend the claim.
- ▼ Notify us of any other insurance covering the same loss, damage or liability.

- ▼ Co-operate with us fully in any action we take if we have a right to recover any money payable under this policy from any other person.
- ▼ provide evidence of purchase, when required, in the event of a claim.

If in doubt at any time, contact us or your broker for advice.

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

You must not do any of the following:

- ▼ Authorise repairs to or arrange replacement of any of the property insured in connection with any claim without our consent, other than emergency repairs necessary to prevent further loss. If we agree to pay your claim, we will pay for these repairs, but you must retain all receipts.
- ▼ Pay, promise to pay, or offer payment, or admit responsibility for a claim.

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

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

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