

# Accidental Damage

## Product Disclosure Statement and Home & Contents Insurance Policy



Photo – Freedom Limited

# POLICY

This Policy is underwritten by QBE Insurance (Australia) Limited  
ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney

QM487



**STEADFAST**



**QBE**  
Commercial



## About this booklet

**This booklet contains 2 separate sections:  
Part A and Part B.**

### **Part A – Product Disclosure Statement (PDS)**

Part A of this booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. It gives a summary of the significant benefits and risks associated with this product (you should refer to Part B – Terms and Conditions for full details).

The PDS also contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, terms, conditions and obligations attaching to this product. Please read Parts A and B of this booklet carefully.

### **Part B – Policy Terms and Conditions**

Part B of this booklet contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy. It is Part B which forms part of your legal contract with us.

If we issue you with an insurance policy, you will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to your cover and should be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the Policy Schedule we send to you form your legal contract with us so please keep them in a safe place for future reference.

If you require further information about this product, please contact your Financial Services Provider.

## About Steadfast

Steadfast is an unlisted public company comprising over 240 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.

## About QBE Commercial

QBE Commercial is part of QBE Insurance (Australia) Limited, a member of the QBE Group.

QBE Commercial manages over \$1.5 billion in Total Gross Written Premium and distributes its products through professional general insurance intermediaries. QBE Commercial has built up a strong reputation in the intermediary market and will continue to grow within the QBE Group.

QBE is a household name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

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## **PART A – PRODUCT DISCLOSURE STATEMENT (PDS) FOR HOME AND CONTENTS ACCIDENTAL DAMAGE POLICY**

### **Insurer**

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If any major omissions, updates or corrections need to be made to the PDS a Supplementary PDS may be provided. In either case the relevant document will be provided to you with the PDS.

### **Significant benefits and features**

We believe the most significant benefits of this insurance Policy are that it protects:

- (a) your financial investment in your home and contents on a New for Old basis if they are lost or damaged due to malicious damage, accidental loss or damage. You can choose to cover your home, your contents, or both under this Policy.
- (b) you for your legal liability to third parties if they claim against you for compensation or expenses which you become legally liable to pay for:
  - the death of, or bodily injury to, any person
  - the loss of, or damage to, property.

Optional extensions are available for:

- (a) pairs and sets
- (b) flood
- (c) extra costs of reinstatement (additional to the amount provided under Additional Benefit 12)
- (d) loss or damage of your valuables:
  - anywhere in Australia or New Zealand, and
  - for up to 90 days, anywhere in the world.
- (e) Workers compensation for your domestic workers (not applicable in Queensland, Victoria or South Australia)

The Policy provides:

- (a) cover for your home and contents up to their sums insured at the site, during the period of insurance, against:
  - malicious damage
  - accidental loss or damage (including events such as storm, fire, earthquake, and theft)but not loss or damage caused by tenants (their families) or their visitors.

We also cover you against:

  - fusion of an electric motor
  - spoilage of food in domestic refrigerators or freezers if your contents are insured.
- (b) legal liability cover for \$20,000,000 which includes:
  - liability for you or any member of your family in respect of ownership or occupancy of your home (where your home is insured under this Policy or where your home is a strata title residence and your contents are insured under this Policy)
  - personal legal liability anywhere in the world for you or any member of your family, where your contents are insured under this Policy.

This Policy also provides the following additional benefits:

- (a) temporary removal of contents

If this Policy insures your contents in your primary residence then your contents are also insured

  - anywhere in Australia or New Zealand
  - anywhere in the world for up to 90 days.Some items are not covered. See Part B Terms and Conditions for full details.
- (b) fees incurred directly in relation to repair or replacement of your home
- (c) removal of debris
- (d) extra costs of reinstatement necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your home, up to \$10,000 unless 'Optional benefit 3 – Additional extra cost of reinstatement' has been selected and the increased amount has been shown on the Policy Schedule.
- (f) illegal use of a credit card or financial transaction card up to a maximum of \$5,000

- (g) temporary accommodation up to the highest of \$10,000, or 20% of the sum insured for your home or 20% of the sum insured for contents where the home is so damaged by the insured event that it cannot be lived in
- (h) contents being transported to your new residence, where your contents are insured. We insure your contents damaged directly by theft from or fire on the conveying vehicle involving the use of violent force, collision or overturning of the conveying vehicle while your contents are in transit by road to your new, principal place of residence or any furniture storage facility in Australia up to the sum insured for contents
- (i) we insure you against any claims for compensation or expenses which you or any member of your family become legally liable to pay arising out of the use of a vehicle which is not paid for by any statutory compulsory third party scheme.

#### The Policy does not cover certain things

Claims may be refused in certain circumstances. Please refer to the Home and Contents Accidental Damage Policy Terms and Conditions which follows this PDS for full details of the terms and conditions of cover and exclusions.

The Policy will not cover loss or damage:

- (a) intentionally caused by you or a member of your family or a person acting with your consent or the consent of a member of your family
- (b) resulting from or caused by:
  - inherent defects, structural defects, faulty workmanship, faulty design or any gradual process
  - wear, tear, rust, corrosion, depreciation or gradual deterioration, mildew, mould or algae
  - any consequential loss other than that specifically provided by this Policy
  - water entering the home through an opening made for the purpose of alterations, additions, renovations or repair
  - erosion, subsidence, landslide or earth movement other than as a direct result of some specified events

- flood, unless the 'Optional benefit 2 - flood' has been selected  
 'flood' means the inundation of normally dry land by water from any watercourse, lake, canal, dam or reservoir
- the action of the sea, high water, tidal wave, tsunami.

The Policy will not insure you or your family against liabilities arising from:

- (a) any agreement, unless liability would have attached to you or your family if that agreement did not exist
- (b) death or bodily injury to you or to any person who normally lives with you
- (c) damage to property belonging to you or any person who normally lives with you or to your or their employees
- (d) the ownership, custody, or use of any lift, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 4 meters in length (except canoes, surfboards, surf skis or sailboards) or motorised water craft in excess of 10 horsepower
- (e) the conduct of any activity carried on by you or your family for reward except letting the home for domestic purposes or babysitting on a casual basis
- (f) directly or indirectly, out of or in connection with the actual or alleged use or presence of Asbestos
- (g) construction or demolition of a building, including the home if the value of the work exceeds \$75,000
- (h) the ownership or use of any motor vehicle other than the cover given by the additional benefit – Motor Vehicle Liability.

The Policy will not insure you or your family against fines, penalties, or punitive, aggravated, multiple or exemplary damages.

These are only some of the events that are not covered by this insurance. Please read the Home and Contents Accidental Damage Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

The amount of any claim made against the Policy may be reduced

- (a) where an excess applies (any applicable excesses will be shown in your Policy Schedule). A \$200 excess applies to earthquake claims (unless a greater excess is shown on your schedule)
- (b) where you have not requested the insured value of any item to be specifically specified in the Policy and where the value of that item exceeds any applicable sum insured sub limit
- (c) if you do not comply with any Policy condition and this contributes to any loss or damage
- (d) where the claim is for fusion and we apply depreciation because of the age of the motor.
- (e) when the home is unoccupied for a period in excess of 90 consecutive days and you have not advised us, the excess will be increased to 5% of the sum insured for the period that it is left unoccupied.

You should refer to the General Conditions in Part B of this document for full details of all the General Conditions.

Some General Conditions include:

- you must tell us about changes that increase the risk of this insurance
- you must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.
- we may agree to insure your home and contents only if certain specified burglary protection devices are installed. The required devices, if any will be noted on your Policy Schedule.
- you must take reasonable care to:
  - protect and maintain the property insured under this Policy
  - prevent damage or injury to others or their property
  - minimise the cost of any claim under this Policy, or
  - comply with all statutory obligations and by-laws or regulations relating to the safety of person or property.

If you do not, we will not pay for loss, damage, liability or injury to which this failure to take reasonable care contributes.

## Significant risks

### This product may not match your expectations

This product may not match your expectations (for example, because an exclusion applies). You should read the PDS (Part A of this document) and the Policy Terms and Conditions (Part B of this document) carefully. Please ask your Financial Services Provider if you are unsure about any aspect of this product.

### Your sum insured may not be adequate

The Policy provides replacement or reinstatement conditions for home and contents which means that claims are settled without contribution for age, depreciation or wear and tear. It is important that the sums insured you select cover the cost of replacing your home and contents on a new for old basis. The sums insured that you select must make allowance for structural improvements (such as sheds, pergolas, and fencing), GST and any additional benefits that are included in the sum insured (for example: costs of removal of debris, architect's fees).

It is important that you read the sub-limits in the Terms and Conditions for items such as items of jewellery, collections and cash. If you have an item or a group of items that will cost more than the sub-limit to replace, then you will need to nominate that item to ensure that it is covered for more than the sub-limit.

For example, there is a sub limit on jewellery of \$5,000 per item, and in total, 25% of the unspecified contents sum insured. If it would cost more than this to replace your jewellery as new, then you must specify your jewellery items to ensure that you are covered for its full value.

This Policy covers your contents at the site and they are also covered under Temporary Removal additional benefit 1.

### Over-insurance

If your home or contents are damaged beyond economic repair, we will pay no more than the reasonable cost of replacement when new even if you have insured for an amount greater than the reasonable cost of replacement when new. Therefore, there is no benefit to you in over-insuring your property.

### Overdue premium

You must pay your premium on time otherwise your Policy may not operate.

If you pay an annual premium and you have not paid by the due date or your payment is dishonoured, or, if you pay your premium by instalments and your first instalment payment is dishonoured, this Policy will not operate and there will be no cover.

If you pay your premium by instalments and any instalment remains unpaid for:

- 14 days or more we may refuse to pay any claim
- 1 month or more we may cancel this Policy.

For more detailed information regarding payment options refer to the section headed 'How you can pay your premium' in Part B (Terms and Conditions).

### A claim may be refused

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the Policy conditions, if you do not comply with your Duty of Disclosure, or if you make a fraudulent claim.

### The cost of this insurance Policy

The total premium is the amount we charge you for this insurance Policy. It includes the amount which we have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on your Policy Schedule.

When calculating your premium we take a range of rating factors into account. These factors, and the degree to which they affect your premium, will depend upon the information you provide to us.

The following factors have a significant impact on the calculation of your premium:

Home and Contents	<ul style="list-style-type: none"><li>• geographic location</li><li>• age of insured (a discount is applied for over 55s)</li><li>• whether or not the insured is retired</li><li>• sum(s) insured</li><li>• whether the domestic workers' compensation option or any other option is selected</li><li>• how the home is occupied (e.g. owners or tenants)</li><li>• whether a no claim bonus is applicable</li><li>• any loyalty discounts that apply</li><li>• the level of excess that you have selected.</li></ul>
Home only	<ul style="list-style-type: none"><li>• whether the Policy is also covering your contents</li><li>• the construction material of the home.</li></ul>
Contents only	<ul style="list-style-type: none"><li>• whether the Policy is also covering your home</li><li>• whether or not the home has an alarm</li><li>• whether the valuables option is selected.</li></ul>

Premium payments can be made annually or by instalments. You should arrange your method of payment through your Financial Services Provider. A quote for premium may be obtained from your Financial Services Provider.

### Duty of Disclosure – What you must tell us

Under the Insurance Contracts Act 1984 (the Act), you have a Duty of Disclosure. The Act requires that before a policy is entered into, you must give us certain information we need to decide whether to insure you and anyone else to be insured under the policy, and on what terms. Your Duty of Disclosure is different, depending on whether this is a new Policy or not.

## New business

Where you are entering into this Policy for the first time (that is, it is new business and is not being renewed, varied, extended or reinstated) you must tell us everything you know and that a reasonable person in the circumstances could be expected to tell us, in answer to the specific questions we ask.

When answering our questions you must be honest.

- **Who needs to tell us**

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by the Policy.

- **If you do not tell us**

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the Policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the Policy as never having worked.

## Renewals, variations, extensions and reinstatements

Once your Policy is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

- **You do not have to tell us about any matter**

- that diminishes the risk
- that is of common knowledge
- that we know or should know in the ordinary course of our business as an insurer, or
- which we indicate we do not want to know.

- **If you do not tell us**

If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having worked.

## Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth) and its principles when collecting and handling your personal information. QBE Commercial has developed a privacy policy which explains what sort of personal information we hold about you and what we do with it.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claims you make.

We may need to disclose personal information to our reinsurers, (who may be located overseas), insurance intermediaries, insurance reference bureaus, credit reference agencies, our advisers and those involved in the claims handling process (including assessors and investigators), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of litigation.

By providing your personal information to us, you consent to us making these disclosures. Without your personal information we may not be able to issue insurance cover to you or process your claim.

Please contact your Financial Services Provider to obtain a copy of the QBE Commercial Privacy Promise information brochure. A copy of the brochure may also be obtained from any QBE Commercial office or from our website at [www.qbecommercial.com](http://www.qbecommercial.com)

## The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice. The Code aims to raise standards of practice and service in the insurance industry.

It:

- promotes better communication between insurers and customers which will lead to better public understanding of insurance to allow customers to make informed choices, and
- outlines good standards of practice and service to be met by insurers to enhance their reputation for responding efficiently to their customers' needs.

## How to make a claim

Please contact your Financial Services Provider to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim. Full details of what you must do for us to consider your claim are provided in the 'Claims' section in part B of this booklet.

## Dispute resolution

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to your complaint within 15 working days.

If you would like to make a complaint or access our internal dispute resolution service please contact your nearest QBE Commercial office and ask to speak to a dispute resolution specialist.

If you are not happy with our answer, or we have taken more than 15 working days to respond, you may take your complaint to the Insurance Ombudsman Service (IOS), an ASIC approved external dispute resolution body.

The Insurance Ombudsman Service (the Service) resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to you. QBE Commercial is bound by the determination of the Service but the determination is not binding on you.

We will provide the contact telephone number and address of the IOS office upon request.

## Taxation implications

### Goods and Services Tax

The Policy has provisions relating to GST. In summary, they are as follows but please read the provisions in full. They can be found in Part B Terms and Conditions, under the heading 'How Goods and Services Tax affects any payments we make'.

- The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.

- The sum insured and other limits of insurance cover shown on your Policy documentation are GST inclusive.
- When we pay a claim, your GST status will determine the maximum amount we pay.

### Other taxation implications

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend that you seek professional advice.

## Cancelling your Policy

### How you may cancel this Policy

- You may cancel this Policy at any time by telling us in writing that you want to cancel it. You can do this by giving the notice to your Financial Services Provider.
- Where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

### How we may cancel this Policy

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

### The premium

We will refund to you the proportion of the premium for the remaining period of insurance.

## Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your Financial Services Provider electronically or in writing within 30 days from the date the Policy commenced.

This cooling-off right does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights however your Financial Services Provider may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

## **PART B – POLICY TERMS AND CONDITIONS FOR HOME AND CONTENTS ACCIDENTAL DAMAGE POLICY**

(This Part does not form part of the Product Disclosure Statement)

### **Insurer**

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

### **Our agreement with you**

This Policy is a legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as set out in the Policy, occurring during the period of insurance shown on your Policy Schedule or any renewal period.

The excesses set out in the section headed 'What you must pay if you make a claim – Excess' apply to all claims except where otherwise stated. The amount of any excess that applies to your Policy will be shown on your Policy Schedule.

The exclusions in the section(s) headed 'When you are not covered' and conditions in the section headed 'General Conditions' apply to all types of cover.

### **Your Policy**

Your Home and Contents Accidental Damage Policy consists of Part B (Terms and Conditions) of this booklet and the Policy Schedule we give you.

Please read your Policy carefully, and satisfy yourself that it provides the cover you require.

If you want more information about any part of your Policy, please ask us, or your Financial Services Provider.

The address and telephone number of your QBE Commercial branch are on your Policy Schedule.

You should keep your Policy Booklet and Policy Schedule together in a safe and convenient place for future reference.

### **Providing proof**

So that your claim can be assessed quickly you should keep the following:

- receipts or other confirmation of purchase, and
- valuations.

We may ask you for these if you make a claim. You must be able to prove to us that you have suffered a loss that is covered by this Policy before we will pay you for it.

### **Other party's interests**

You must tell us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if you have told us about them and we have noted them on your Policy Schedule.

### **How you can pay your premium**

You can pay your premium:

- in one annual payment by cash, cheque, credit card or EFTPOS, or
- in monthly instalments by direct debit from your credit card or from your account with your financial institution.

### **Paying your annual premium**

You must pay your annual premium by the due date. If we do not receive your premium by this date or your payment is dishonoured this Policy will not operate and there will be no cover.

### **Paying your instalment premium**

If you are paying your premium for the first time by instalments we will deduct instalments each month on the day of the month that you nominate as your payment date.

If you are renewing your Policy and you paid your previous Policy by instalments, we will continue to deduct instalments for your renewed Policy on the day of the month you previously nominated as your payment date, unless you tell us otherwise.

If you have nominated the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of the month as your payment date, we will deduct your instalment payment on the next day if those dates don't occur in a month.

Details of your instalments are shown on your Policy Schedule.

If your first instalment of premium when you take out your Policy or renew it is dishonoured, this Policy will not operate and there will be no cover.

We will not pay a claim under this Policy if, at the time the claim occurred, any instalment of premium has remained unpaid for 14 days or more.

If any instalment of premium has remained unpaid for 1 month, we may cancel this Policy. We will send you a notice giving you details of the action we intend to take and when any cancellation will become effective.

We are entitled to deduct from any amount we pay you under a claim any unpaid premium or instalment of premium.

If you are paying your premium in instalments by direct debit from your credit card or financial institution account, you must tell us if those details change. You must do this no later than 7 days before your next instalment is due.

## Preventing our right of recovery

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

## How Goods and Services Tax affects any payments we make

The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.

The sum insured and other limits of insurance cover shown on your Policy documentation are GST inclusive.

When we pay a claim, your GST status will determine the maximum amount we pay.

When you are:

- (a) not registered for GST, the maximum amount we pay is the sum insured or the other limits of insurance cover including GST

- (b) registered for GST, the maximum amount we pay is the sum insured or the other limits of insurance cover less any Input Tax Credit to which you are entitled or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number & Taxable Percentage. Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, Input Tax Credit, Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

## Words with special meanings

Some key words and terms used in this Policy have a special meaning.

If words and terms are used in one Section of the Policy, we will describe their special meaning in that Section.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

Word or Expression	Meaning
Period of insurance	The period shown in the Policy Schedule.
Policy Schedule	The schedule of insurance, or any endorsement schedule we give you.
Site	The address shown on your Policy Schedule where your home is located or your contents are kept.
We, our, us	QBE Insurance (Australia) Limited, ABN 78 003 191 035
Your family	Any member of your family who lives permanently with you, including your partner and any of your student children boarding at school or university.
You, your	The person(s), companies or firms named on the current Policy Schedule as the 'Insured'.

## Cover for your Home & Contents – Accidental Damage

This chapter contains the following three sections:

- Section 1: What 'Home' and 'Contents' mean
- Section 2: Cover for your Home & Contents – Accidental Damage
- Section 3: Cover for your Legal Liability

## Section 1: What 'Home' and 'Contents' mean

### Home

Your Policy Schedule indicates whether your home is insured and the sum insured.

#### What 'home' means

Your 'home' is the dwelling used entirely or primarily as a place of residence at the site shown on the Policy Schedule.

'Home' includes the following:

- outbuildings including sheds, glasshouses, greenhouses and conservatories, fixtures and structural improvements including fixed and permanently plumbed above ground or in-ground swimming pools, tennis courts, spas and saunas, jetties, fixed external blinds and awnings, clothes lines, flag poles, aerials and satellite dishes, boathouses, boat ramps and 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
- landscaping, paved terraces, paved pathways and paved driveways, retaining walls, fences and gates entirely or partly on the site.

#### What 'home' does not mean

'Home' does not include:

- carpets (whether fixed or not), curtains or internal blinds, unless you regularly 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 site or not)
- any building used for any business or trade, except a dwelling used principally as a place of residence that also contains an office or surgery
- trees, shrubs and any other plant life.

## Contents

Your Policy Schedule indicates whether your contents are insured and the sums insured.

The total contents sum insured consists of:

- a sum insured for unspecified contents, and
- a sum insured for specified contents.

Specified contents are items of particular value that you have individually listed as specified items and that are listed on the Policy Schedule under 'Contents, specified items'.

### What 'contents' means

'Contents' means, items (a) to (g) below, while they are at the site, and which belong to you or your family or for whose loss or damage you or your family are legally liable.

Contents are:

- (a) all household goods (including carpets whether fixed or not), personal effects, cash, coins and negotiables

Negotiables means treasury notes, savings certificates, stamps, money orders, gift certificates and any other negotiable instruments.

- (b) articles of special value which you have listed on the Policy Schedule under 'contents specified items'
- (c) if you live in a strata title building, the internal paintwork, wallpaper and any fixture or structural improvement within or attached to that residence which the Body Corporate is not required by law to insure
- (d) 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
- (e) any of the following equipment if it does not require registration:
- golf buggies
  - motorcycles up to 125cc engine capacity
  - garden equipment, or
  - motorised wheelchairs.

- (f) • any canoes, surfboards, surfskis or sailboards, and
- any other watercraft no more than 4 metres in length.

This means that if the watercraft is not a canoe, surfboard, surf-ski or sailboard and it is longer than 4 metres, it is not covered.

A watercraft motor:

- not attached to a watercraft, and
- at the site

will be treated by us as a watercraft accessory.

- (g) furniture and equipment of an office or surgery used by you or your family in your own business in the home and tools and equipment used for earning income by you or your family.

### What contents does not mean

'Contents' does not include:

- (a) fish, birds or animals of any description
- (b) trees, shrubs and any other plant life (other than pot plants)
- (c) any caravan or trailer
- (d) motorised vehicles other than those listed in point (e) under the heading 'What contents means'
- (e) watercraft other than those listed in point (f) under the heading 'What contents means'
- (f) aircraft (other than a non-pilotable model aircraft)
- (g) accessories or spare parts of:
- those contents items in point (e) under the heading 'What contents means'
  - motor vehicles, caravans, trailers or watercraft while they are in or on the motor vehicle, caravan, trailer, watercraft or while they are in or on those items of contents listed in part (f) under the heading 'what contents means'
- (h) your home or any part of your home, as defined in 'what home means'.

## Section 2: Cover for your Home & Contents – Accidental Damage

### What you are insured against, and what you are NOT

You are insured against malicious damage, accidental loss or damage (including the Specified Events listed below) to your home, contents or both at the site during the period of insurance.

There is also some extended cover provided for your contents under Additional benefit 1 - Temporary Removal, for when your contents are away from the site.

### Specified Events

'Specified Events' means loss or damage directly caused by the following events (a) to (r):

- (a) fire
- (b) lightning
- (c) thunderbolt
- (d) explosion
- (e) implosion
- (f) earthquake
- (g) subterranean fire
- (h) volcanic eruption
- (i) impact ('impact' means a collision of two or more objects)
- (j) aircraft and/or other aerial devices and/or articles dropped from them
- (k) sonic boom
- (l) theft
- (m) breakage of glass
- (n) the acts of persons taking part in riots or civil commotion or of strikes or of locked-out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising
- (o) falling objects
- (p) water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes

(q) storm, tempest, rainwater, wind, hail, tornado, cyclone or hurricane, freeze or weight of snow

(r) power surge.

You are NOT insured against loss or damage caused by tenants or tenant's visitors or a tenant's family.

Whether you have selected cover for your home, contents or both is shown on your Policy Schedule.

There are some limits and exclusions described under 'How much we will pay' and 'When you are not covered', which you must read.

In addition, you are insured for loss or damage to your home, contents or both at the site, caused directly by any of the events set out in the left column of the following table (except to the extent indicated in the right column of the table).

You are insured against	But not
<p>(a) Fusion of an electrical appliance:</p> <p>Fusion is the process of fusing or melting together of the windings of an electric motor following damage to their insulating material as a result of overheating caused by an electric current.</p> <p>We will pay the cost of rewinding the motor, or at our option, replacing it. For refrigerators and air conditioning units, we pay for the replacement of refrigerant gas and refrigerant driers, only if replacement of the refrigerant gas or drier is made necessary because of the fusion.</p>	<p>Motors more than 15 years old</p> <p>Repairs or replacement of additional parts or service items.</p> <p>The cost of repair or replacement of additional parts or service items, including worn or broken bearings or switches.</p> <p>Leakage of refrigerant gas and maintenance of refrigerant driers.</p> <p>Lighting elements (for example, light bulbs or fluorescent tubes) or heating elements, solenoids, fuses or protective devices (for example a fuse or circuit breaker).</p>

You are insured against	But not
<p>(a) Fusion of an electrical appliance: <i>(continued)</i></p> <p>You will have to contribute towards the total cost of repair or replacement including labour charges as follows:</p> <ul style="list-style-type: none"> <li>- motors up to 10 years old - no contribution</li> <li>- for each additional year - 20% per year. In no case will your contribution exceed 80% after applying the excess.</li> </ul>	<p>Electrical contact points where sparking or arcing occurs during ordinary use.</p> <p>The cost of retrieving, removing or replacing the pump section of pool or pressure pumps or the cost of retrieving submersible pumps or their driving motors.</p> <p>Electronic controllers or other electronics.</p>
<p>(b) Spoilage of food</p> <p>If this Policy insures your contents, we also pay for spoilage of food in domestic refrigerators or freezers at the site caused by:</p> <ul style="list-style-type: none"> <li>- breakdown of the refrigerator or freezer</li> <li>- failure of the electricity supply to the home</li> <li>- contamination from the oil or refrigerant used in the refrigerator unit.</li> </ul>	<p>Spoilage as a result of strikes.</p>

## How we will pay

### Home

(a) At our option we:

- repair the home, or
- replace the home to a condition substantially the same as, but not better than when new, or
- pay the reasonable cost of its repair or replacement to a condition substantially the same as when new, or
- pay up to the sum insured shown on your Policy Schedule.

If your home is damaged beyond economic repair, we will pay no more than the reasonable cost of replacement when new even if you have insured for an amount greater than the reasonable cost of replacement when new. When we pay your claim for your home being damaged beyond economic repair, the Policy is exhausted and comes to an end.

- (b) You may choose to have the home replaced at another site, but we do not pay more than the sum insured.
- (c) If your home is damaged beyond economic repair and you do not commence rebuilding within 6 months of the damage occurring, (or any other period which we agree with you in writing) you may have to pay any increase in cost caused by your delay.
- (d) If part of your home is damaged and we agree to pay your claim, we pay only for the part or parts of the home that actually sustained damage. We do not pay to replace any undamaged materials.

However, if:

- it is impossible to acquire new material to replace the damaged material that reasonably matches the undamaged portion to a similar extent as immediately prior to the damage occurring, and
- the amount of damaged material that cannot be matched to the undamaged material is more than 40% of the total material that would have to be replaced if all the matching damaged and undamaged material was replaced

then we will replace both the damaged and undamaged material.

**Example 1**

There are 300 matching white, wall tiles in the bathroom. As a result of a burst pipe, 8 bathroom wall tiles are damaged. We would pay only the reasonable cost to repair or replace the 8 damaged tiles to a condition substantially the same as when new.

(In addition, we would pay for damage sustained in locating the leak – Additional benefit 20).

**Example 2**

There are 300 superseded, matching wall tiles in the bathroom. As a result of a burst pipe, 140 wall tiles are damaged. It is impossible to locate tiles that reasonably match the remaining 160 tiles. Over 40% of the matching wall tiles have been damaged. Therefore, we would pay the reasonable cost to repair or replace all 300 tiles (140 damaged and 160 undamaged) to a condition substantially the same as when new. We would be entitled to keep the 160 undamaged wall tiles by way of salvage. We would not pay to replace any tiles located in a room other than where the loss or damage occurred.

- (e) Where materials that are required to settle a claim that we agree to pay are not commercially available in Australia, at our option, we:
- replace the materials with the nearest equivalent or similar new materials available in Australia or overseas, or
  - pay the cost to replace the materials with the nearest equivalent or similar new materials available in Australia or overseas.

**Contents**

- (a) At our option we:
- repair the damaged items, or
  - replace the items with items substantially the same as, but not better than when new, or
  - pay the reasonable cost of repair or reinstatement to a condition substantially the same as, but not better than when new, or
  - pay up to the sum insured shown on your Policy Schedule.

If your contents are damaged beyond economic repair, we will pay no more than the reasonable cost of replacement when new even if you have insured for an amount greater than the reasonable cost of replacement when new. When we pay your claim for all your contents being damaged beyond economic repair, the Policy is exhausted and comes to an end. We will not pay more than the total contents sum insured for all contents lost or damaged.

- (b) If we agree to pay a claim where film, photos, home movies or home videos or any similar recorded material is destroyed, we pay for the replacement with new, blank film, videos or similar (e.g. If a compact disc upon which you had photos stored is destroyed, we would replace it with a new, blank compact disc). We do not pay to reconstruct any circumstances or conditions.
- (c) If we agree to pay a claim where software is lost, damaged or destroyed, we pay the cost to replace it with the nearest equivalent new software. We do not pay for any software that was acquired by you at no cost.
- (d) Where an item required to settle a claim that we agree to pay is not commercially available in Australia, at our option, we:
- replace the item with the nearest equivalent or similar new item available in Australia or overseas, or
  - pay the cost to replace the item with the nearest equivalent or similar new item available in Australia or overseas.
- (e) The maximum we pay on the following contents items is shown in the table below. You may obtain higher limits by having any of these items specified on your Policy Schedule. We will pay up to the amount specified for each item.

Contents where a maximum limit applies	Maximum Limit
(a) Collections of any kind	\$5,000 per collection and in total for any one event 25% of the sum insured for unspecified contents
(b) Items of jewellery, gold or silver articles, furs and watches	\$5,000 per item and in total for any one event 25% of the sum insured for unspecified contents

Contents where a maximum limit applies	Maximum Limit
(c) Tools and equipment of trade used by you or your family for earning income (other than equipment in an office or surgery)	\$5,000 in total for any one event
(d) Accessories, or spare parts of motor vehicles, caravans, trailers and watercraft, NOT in or on the motor vehicle, caravan, trailer or watercraft.	\$1,000 in total for any one event
(e) Cash, negotiables	\$1,000 in total for any one event

**Note:**

Where an item could be classified under more than one of the above maximum limits, (a) through to (e), the lower or lowest limit applies. For example, if an item of unspecified, antique jewellery worth \$6,000 was stolen from the home and we agreed to pay the claim, the maximum limit of \$5,000 for jewellery would apply even though there is no sublimit for antiques. If the item has been specified for \$6,000, then we would pay up to \$6,000 to replace the item. The sum we pay you would be subject to any applicable excess.

If we choose to pay to replace a specified item, we will pay no more than the amount that it would cost us to replace the item with an item substantially the same as, but not better than, when new, even if you have specified the item for a higher amount, whether or not you have supplied a valuation. We have negotiated special arrangements with various suppliers to purchase items for less than retail cost. Premiums are therefore based upon us replacing items at less than retail cost.

**Antiques**

Where we pay a claim for an antique item, and the market value of the item exceeds the cost of its replacement with a new item because of its antiquity and rarity, we will treat the market value as though it is the cost to replace the lost or damaged antique with a new item.

**For example:**

An antique sterling silver claret jug created in 1880 is stolen and we agree to pay the claim. A valuation for \$11,000 has been supplied to us. To replace the item with the closest, similar new item would cost \$2,100. At the time of the loss, our inquiries indicate that to replace that antique item at market value would be approximately \$11,000 but there is no equivalent item currently for sale in Australia or overseas. The market value of the item is higher than the new replacement cost due to the item's antiquity and rarity. In this instance, we would pay you \$11,000 for the jug rather than \$2,100. The sum we pay you would be subject to any applicable excess.

**(f) Floor Coverings, Blinds and Curtains**

For carpets and other floor coverings, curtains and internal blinds, we pay only for items in the room, hall or passage, where the damage occurred.

**(g) Pairs and Sets**

A 'pair or set' means 2 or more articles the collective value of which exceeds the sum of their individual values.

Unless the Policy Schedule shows that you have selected the Pair or Sets Option, as set out under 'Options you can choose for additional premium' if any item lost or damaged is part of a pair or set, we pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a pair or set, or for any reduction in value of the remaining part or parts.

## Section 3: Cover for your Legal Liability

### What you are covered against

#### If this Policy covers your home

If this Policy covers your home or, if the home is a strata titled residence and your contents are insured under this Policy, we insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for:

- (a) the death of, or personal injury to, any person
- (b) the loss of, or damage to, property

resulting from an occurrence during the period of insurance, arising out of the ownership of the home or occupancy of the home.

In this section we include land, trees, shrubs and other plant life on the site as part of your home.

#### If this Policy covers your contents

If this Policy covers your contents and, the home is your primary residence, we insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for:

- (a) the death of, or personal injury to, any person
- (b) the loss of, or damage to, property

resulting from an occurrence during the period of insurance, anywhere in the world that is not related to the ownership of your home.

'Personal Injury' means the following injuries, and/or resultant death:

- bodily injury
- shock, mental anguish or mental injury
- libel, slander or defamation of character.

We do not cover the publication or utterance of a libel or slander:

- made prior to the commencement of the period of insurance, or
- made by at the direction of you or a member of your family with knowledge of its falsity, or

- relating to advertising, broadcasting or telecasting activities by or on behalf of you or a member of your family.

'Bodily Injury' means physical bodily harm including sickness or disease that results from it and requires care, loss of services and/or resultant death.

'Damage to property' means physical injury to or destruction of tangible property, including the loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deed, 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.

### Additional benefits – Liability

#### Legal Expenses

In addition to the sum insured for your home or your contents, we pay legal costs for which we have provided prior written approval.

We will reimburse you or your family for reasonable travel or similar expenses and proven income loss by you or a member of your family incurred at our request up to \$250 per day but excluding the first day, to a total of \$5,000 in any one period of insurance. Provided that we will only reimburse income loss for days on which you are not able to conduct any income-earning activity whatever.

If you or the relevant family member 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 averaged over the twelve months immediately preceding our request or such shorter period during which you or the relevant family-member have been so engaged. You or the relevant family-member must provide any documentation, records, correspondence or other information that we request in support of any claim for lost income.

**Motor Vehicle Liability****What we insure you against:**

- (a) We insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for:

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

arising from the ownership, custody, or use of:

- any vehicle which is a type that is not required to be registered by law
- any motorised wheelchair
- any domestic trailer not attached to any vehicle

resulting from an occurrence during the period of insurance.

- (b) We also insure you or any member of your family against claims for:

- death or bodily injury caused by you or your family solely as a result of you or your family being passengers in a registered vehicle
- death or bodily injury caused by any registered vehicle if the occurrence causing the death or bodily injury takes place at the site

resulting from an occurrence during the period of insurance.

**When we do not insure you or your family**

We do not insure you or your family:

- (a) if you or your family 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 scheme or to comply with a term or condition of the scheme
- (b) if you or your family are entitled to be wholly or partly protected by any other policy of insurance which specifically covers the vehicle (except where this exclusion would contravene s.45 of the Insurance Contracts Act, 1985).

**Committee Member of a Social or Sporting Club****What we insure you against:**

We insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable in Australia to pay for an alleged or actual act or omission arising out of your position as a committee member of a sporting club or social club.

We will not pay if you receive any payment or remuneration of any kind in excess of \$1,000 in any 12 month period for holding the position.

The most that we will pay under this additional benefit in any one period of insurance is \$10,000.

**We do not insure you or your family against liabilities arising from:**

- (a) any act or omission for which you or your family receive reimbursement from the sporting or social club, or
- (b) any act or omission which is committed or alleged to have been committed prior to the period of insurance commencing or after it has ended.

**What you are NOT covered against**

(applies to 'Legal liability' and 'Additional benefits – liability')

**When we do not insure you or your family**

We do not insure you or your family:

- (a) against any liability caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos
- (b) against fines, penalties, or punitive, aggravated, multiple or exemplary damages.

**We do not insure you or your family against liabilities arising from:**

- (a) any agreement, unless liability would have attached to you or your family if that agreement did not exist except for your liabilities as a tenant under the terms of the lease for your primary residence
- (b) death of or personal injury to you or to any person who normally lives with you.

- (c) death of or personal injury to anyone employed by you or by someone who lives with you if the death or personal injury arises out of their employment
- (d) damage to property belonging to you or any person who normally lives with you or to your or their employees
- (e) any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme
- (f) the ownership, custody, or use of any lift, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 4 metres in length (except canoes, surfboards, surf skis or sailboards) or motorised watercraft in excess of 10 horsepower
- (g) the conduct of any activity carried on by you or your family for reward except for letting the home for domestic purposes or babysitting on a casual basis.

Babysitting cannot be considered to be on a casual basis where:

- the babysitting is not of a casual nature
  - any licence or other permission is required by any government body or public authority in order to legally conduct the babysitting
  - the income derived from babysitting is the primary or only source of the household's income
  - there is a registered business associated with the babysitting.
- (h) vibration or the weakening of, removal of or interference with support to land, buildings or other property
  - (i) construction or demolition of a building, including the home if the value of the work exceeds \$75,000
  - (j) death or bodily injury to any person arising out of pregnancy or the transmission of any communicable disease by you or your family
  - (k) the ownership of land, buildings or structures other than the home insured by this Policy. If you have insured your contents only, then you are not covered for any legal liability arising from the ownership of any land, buildings or structures
  - (l) loss, damage or injury intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family unless the action was reasonable and necessary to prevent or climate danger to person or property

- (m) the lawful seizure, confiscation, nationalisation or requisition of the property insured
- (n) destruction of or damage to property by any government or public or local authority
- (o) the ownership or use of any motor vehicle other than under the cover given by the 'Additional benefit – Motor Vehicle Liability'.

### What we will pay

- (a) We pay up to \$20,000,000 or any higher amount shown on the Policy Schedule for any one occurrence.
- (b) 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

We give you the following additional benefits. For any additional benefits to be payable, you must suffer or incur the relevant loss, liability or damage during the period of insurance.

**We pay additional benefits 1 to 11 as part of the sums insured for home or contents, depending on the type of cover you have chosen:**

#### 1. Temporary removal of your contents

This additional benefit applies if this Policy insures your contents in your primary residence.

We insure your contents anywhere:

- in Australia or New Zealand while you have temporarily removed them from the site, and
- in the rest of the world while you have temporarily removed them from the site, for a period of up to 90 days, in any one period of insurance.

But, under this additional benefit 1, we do not insure:

- (a) the following items:
  - contents permanently removed from the home (other than as provided in Additional benefit 10 - Change of Site)
  - property used in connection with a profession, trade or business

or

(b) accessories of the following items while they are in a tent, vehicle, watercraft, aircraft or in the open air:

- canoes, surfboards, surf skis/sailboards
- motorcycles
- motor vehicles, caravans trailer or watercraft
- ride on golf buggies.

‘Open air’ includes non lockable structures and non lockable parts of structures not at the site.

The maximum amount we pay for items while they are temporarily removed from your site is subject to the limits described under ‘How we will pay’.

## 2. Fees

If this Policy insures your home, and

- it is damaged as a result of an event insured under this Policy, and
- we agree to pay a claim

we pay any reasonable fees which we have approved and which are incurred directly in relation to repair or replacement of your home.

## 3. Removal of debris

If this Policy insures your home, and

- it is damaged as a result of an event insured under this Policy, and
- we agree to pay a claim

we pay the reasonable costs of demolition, removal and disposal of debris from the site to the nearest authorised facility.

For uninsured property we will pay the cost necessarily incurred to remove that property from the building in order to repair or replace insured damage.

## 4. Storm Damage Removal

We will pay the professional costs for the removal of tree stumps, fallen trees and branches and associated disposal costs necessarily incurred in order to repair or replace insured damage caused to the home and contents. We will also pay for the removal of trees and branches from the site if they have caused damage to landscaped gardens.

## 5. Landscaping

We insure you for the reasonable costs incurred in restoring landscaping, which shall include trees, shrubs, plants (including lawns) garden plots, rockwork, paving and ornamentation directly caused by malicious damage or any specified event (a) through (p), listed under Section 2 ‘What you are insured against and What you are NOT.’

You are not insured against: loss or damage to trees, shrubs or plants by storm, or which is not sudden, unforeseen and accidental.

## 6. Temporary Repairs

We cover the reasonable expenses you incur for necessary repairs to protect your home against further damage following insured damage.

## 7. Illegal use of credit card or financial transaction card or cheque

If this Policy insures your contents in your primary residence and a credit or debt card or financial transaction card or cheque is lost or stolen, we pay up to \$5,000 towards the losses incurred by you or the member of your family from unauthorised use.

We do not pay if:

- the card or cheque does not belong to you or your family
- you have not complied with the card issuer’s requirements
- the unauthorised user of the card or cheque is someone living at the site.

## 8. Visitors’ and domestic employees’ contents

If this Policy insures your contents in your primary residence we also insure contents up to \$5,000 in total belonging to any visitors or domestic employees temporarily living with you at the site.

We do not pay:

- for visitors’ domestic employees’ contents that are insured under another policy taken out by someone other than you or your family
- your domestic employees’ contents away from the site.

### 9. Replacement of locks and keys

We will replace or alter locks and/or keys, if:

- locks to your home are damaged, or
- keys to your home are lost, damaged or stolen from anywhere in Australia.

No excess applies to this additional benefit.

### 10. Change of site

If this Policy insures your contents and you are moving into a new home within Australia, we insure your contents at both sites for a maximum of 30 days. The maximum we pay at each site will be the proportion of the sum insured that the value of the contents at that site bears to the total value of the contents at both sites.

We also insure your contents while they are being transported by road to the new home or to or from any furniture storage facility if the loss or damage is caused by the collision or overturning of the conveying vehicle, fire on the conveying vehicle or by theft from the vehicle involving the use of violent force. We will not pay more than the sum insured for your contents shown on the Policy Schedule for loss or damage to your contents while they are in transit.

We will not cover loss or damage to:

- china, crockery, glass or other items of a brittle nature
- your contents that is caused by scratching, denting, bruising or chipping.

You must tell us of your new address within 30 days of first moving to it. If you wish to insure your contents at the new address after 30 days, we must agree to insure them at that address.

You must pay us any additional premium we ask for and comply with any conditions we impose.

### 11. Contracting purchaser

If this Policy insures your home, and you have entered a contract to sell the home, this Policy insures the purchaser from:

- when they become liable for any damage to the home until the contract is settled or terminated, or
- until the purchaser insures the home

whichever happens first.

We pay additional benefits 12 to 29 over and above your sum insured for home or contents, depending on the type of cover you have chosen.

### 12. Extra Costs of Reinstatement

If this Policy insures your home, and it is damaged as a result of an event insured under this Policy, and we agree to pay a claim, we pay the extra costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your home at the site.

If only part of your home is damaged, we pay only the extra costs you incur in repairing that part.

We do not pay any extra costs which resulted from any notice which a statutory authority served on you before your home suffered loss or damage.

The maximum we pay under this benefit is \$10,000, unless 'Optional benefit 3 – Additional extra cost of reinstatement' has been selected and the amount of cover shown on the Policy Schedule.

### 13. Veterinary expenses for domestic cats and dogs

We pay the reasonable veterinary expenses incurred by you if your domestic cat or dog, normally kept at the site, is accidentally injured as a result of a road accident, fire, lightning or earthquake.

We will not pay:

- more than \$500 in total in any one period of insurance
- costs or expenses resulting from the physical loss or death of an animal including but not limited to post mortem, disposal, burial or cremation
- routine elective or preventative veterinary treatment such as vaccinations, spaying or heartworm testing
- for treatment of any pre-existing condition
- for treatment of injury or illness arising from or connected with a sporting event, cat or dog show, business, occupation or commercial activity, including but not limited to guard dog services, commercial breeding, hire or renting out of the animal, or
- if the injured cat or dog was not registered and/or micro-chipped as required by any law or regulation made by any government or public authority.

**14. Taxation audit**

If you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence, 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 maximum we pay is \$5,000 for any one audit.

We do not pay or reimburse you for:

- any fines, penalties or shortfall in the amount of tax payable
- any audit conducted in relation to criminal activity
- any audit not commenced during the period of insurance
- any fees incurred outside any statutory time limit
- any fees incurred as a result of any fraudulent act or fraudulent admission or any statement made by you or on your behalf to a taxation officer which:
  - is false or misleading in a material particular, and
  - can be attributed to deliberate evasion or recklessness as stipulated in income tax ruling IT2517.
- any audit conducted in relation to any facts or circumstances of which you were aware, or ought to have been aware, prior to the commencement of this Policy which were likely to lead to your making a claim under this Policy, or
- any fees incurred in relation to any enquiries from the Australian Taxation Office which are not related to an identified intention to conduct an audit.

**15. Legal defence costs**

If you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence, we will pay or reimburse you for your legal fees, costs, and expenses which you reasonably incur in legal proceedings initiated against you or a member of your family by a third party (and which your or the family member defends) but only where the proceedings are commenced in Australia during the period of insurance.

The maximum we 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
- by family members including spouse, ex-spouse, partner, or ex-partner
- for or relating to divorce, separation, child visiting, maintenance, property disputes
- for or relating to dishonesty, intentional violence, or 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, would, or might, give rise to a claim
- 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
- which could have been made under Section 3 'Your legal liability' if you had chosen to insure your home (if you own it) or your contents.

**16. Waiver of excess if your property is a total loss**

You are not required to pay an excess if we agree to pay a claim as a result of damage that renders your home, contents or both beyond economic repair.

**17. Replacement of documentation**

If this Policy insures your contents in your primary residence we will pay up to \$1,000 for the reasonable costs to replace documentation directly damaged by a specified event that has caused a claim that we agreed to pay.

**18. Automatic reinstatement of sum insured**

This benefit applies to the sums insured for home and unspecified contents as shown on your Policy Schedule.

Following payment of a claim other than a claim for total loss the sums insured will be reinstated, unless:

- you request otherwise
- we tell you otherwise.

**19. Inflation adjustment**

This benefit only applies to your home and contents sums insured as shown on the Policy Schedule.

During each period of insurance we increase the home and contents sums insured by 0.265 of 1% of the relevant sum insured shown on your current Policy Schedule per month until the next renewal date.

**20. Compensation for death**

If this Policy insures your contents in your primary residence:

- we pay to the legal representative of the deceased person up to \$10,000 in the event of death of you or a member of your family normally living with you
- as a direct result of physical injury caused by an accident within the home at the site

if the event that caused the death also caused damage for which we agree to pay a claim.

We do not pay in any one period of insurance more than \$10,000 in total under this additional benefit.

**21. Modifications to the home**

If you occupy the home insured by this Policy as your primary residence, or this Policy insures your contents in your primary residence, and as a direct result of an event occurring at the site for which we agree to pay a claim:

- you, or
- a member of your family normally living with you

permanently become a paraplegic or quadriplegic, we pay up to \$10,000 for the 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 and registered medical practitioner that it will continue for an indefinite period.

**22. Location costs - escaping liquid**

If this Policy insures your home and 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 reasonable

costs of locating the cause of the damage, and of reinstating the property damaged or disturbed in the course of work.

We do not pay for repair or replacement of the apparatus, tank or pipe itself.

**23. Loss of Rent or Temporary Accommodation**

If the home is so damaged by an insured event that it cannot be lived in or let to tenants:

**If this policy insures your home:**

we pay up to \$10,000 or 20% of the sum insured for your home whichever is the higher, for:

- loss of rent or rentable value if the home is tenanted or is between tenants at the time the loss or damage occurred, or
- additional cost of reasonable temporary accommodation where the home is your principal place of residence.

**If this policy insures your contents:**

we pay up to \$10,000 or 20% of the sum insured for your contents whichever is the higher, 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
- additional cost of reasonable temporary accommodation where you are a tenant or strata title owner permanently residing in the home.

**If you are the landlord:**

we do not pay for loss of rent:

- if the home has not been tenanted for 60 consecutive days immediately before the loss, or
- you did not have a contract in place for your buildings to be tenanted within the 30 days immediately following the date of the damage
- any rent lost outside the period of untenability
- any rent lost later than 12 months after the damage occurs.

**24. Forced Evacuation**

If you occupy the home insured by this policy as your primary residence, and if your home cannot be lived in because a government authority prohibits you from using it, we pay

any increase in your living expenses for up to 30 days that is necessary and reasonable to maintain your household's normal standard of living. The prohibition must be a direct result of damage to neighbouring premises that would be classed as insured damage under this Policy. We do not cover loss due to cancellation of a lease or agreement.

#### 25. Security Firm Attendance

We pay up to \$1,250 for fees or charges incurred for a security firm to attend your home in response to a monitored alarm signal if there is a burglary or attempted burglary and we agree to pay a claim arising from that burglary or attempted burglary.

#### 26. Fire Brigade Attendance Costs

If a fire brigade is called to protect your home or its grounds against fire or another emergency, we will pay up to \$500 for any charges imposed by law or assumed by written agreement.

#### 27. Counselling

If you occupy the home insured by this Policy as your primary residence, or this Policy insures your contents in your primary residence, and if you or a member of your family require counselling as a direct result of a fire or theft at the site, we will pay up to \$1,000 for any one claim for counselling.

We do not insure you or your family for any payment that would contravene any legislation, including but not limited to, the National Health Act (1953).

#### 28. Mortgage Discharge Costs

If this Policy insures your home, we pay the reasonable legal costs incurred in discharging your mortgage following settlement of a claim for total loss.

#### 29. Certificate of Title

If this Policy insures your home, we pay up to \$2000 to replace the Certificate of Title to your home if it is destroyed or damaged by an insured event.

## Options you can choose for additional premium

The following Options may be obtained on application, and for an additional premium:

1. Pairs and Sets
2. Flood
3. Additional Extra Cost of reinstatement
4. Valuables
5. Domestic Workers Compensation

### 1. Pairs and Sets

If you have chosen this option it will be shown in the Policy Schedule.

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

### 2. Flood

If you have chosen this option it will be shown in the Policy Schedule. If you have selected this option, we also cover you for physical loss, destruction or damage to the home and/or contents caused by flood, which means the inundation of normally dry land by water from any watercourse, lake, canal, dam or reservoir.

### 3. Additional Extra Cost of Reinstatement

If you have chosen this option it will be shown in the Policy Schedule. If you have selected this option, our liability under Additional Benefit 12 (headed Extra Costs of Reinstatement) is increased from \$10,000 to the amount stated in the Policy Schedule for extra costs of reinstatement.

### 4. Valuables

If you have selected and paid for this valuables option, we insure you and your family:

- anywhere in Australia or New Zealand, and
- for up to 90 days in any one period of insurance, anywhere in the world

against loss, theft or damage to specified valuables items.

This Policy automatically covers items while they are temporarily removed from the site under additional benefit 1., subject to the limits described under 'How we will pay'. However, if you wish to insure items while they are temporarily removed from the site for amounts greater than this, then you need to select and pay for this specified Valuables option.

Your Policy Schedule indicates whether you have chosen this Valuables option. If you select specified valuables, then you must specify each item you wish to insure as a specified valuable and provide valuations and/or receipts, unless we tell you that a valuation is not required.

There are some limitations below and under 'When you are not covered', which you must read.

#### How much we will pay for loss or damage to valuables

(a) At our option we:

- repair the damaged item
- replace the lost or damaged item with an item substantially the same as, but not better than when new
- pay the reasonable cost of repair or reinstatement to a condition substantially the same as, but not better than when new, or
- pay up to the sum insured shown on your Policy Schedule against the item.

If we choose to pay to replace a specified valuable item, we will pay no more than the amount that it would cost us to replace the item with an item substantially the same as, but not better than when new, even if you have specified the valuable for a higher amount, whether or not you have supplied a valuation. We have negotiated special arrangements with various suppliers to purchase items for less than retail cost. Premiums are therefore based upon us replacing items at less than retail cost.

(b) Where an item required to settle a claim that we agree to pay is not commercially available in Australia, at our option, we:

- replace the item with the nearest equivalent or similar new item available in Australia or overseas, or
- pay the cost to replace the item with the nearest equivalent or similar new item available in Australia or overseas.

(c) Pairs and Sets

If any item covered under the Valuable option is lost or damaged and is part of a pair or set, we pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a pair or set, or for any reduction in value of the remaining part or parts.

## 5. Domestic Workers Compensation

(Not applicable in Queensland, Victoria or South Australia)

Your Policy Schedule indicates whether you have chosen this option.

If you employ a domestic worker, on a casual basis or otherwise, you may be required by law to provide that person with workers compensation insurance.

If you fail to do so, and your employee is injured in the course of their employment by you, you may be liable to compensate them.

Where shown on the Policy Schedule, this Policy includes statutory domestic workers compensation cover according to the legislation in your state or territory, up to the amount required by your state or territory's legislation. On request, we will provide you a copy of the statutory policy. When this cover is provided, the underwriter is:

QBE Insurance (Australia) Limited ABN 78 003 191 035.

## What you must pay if you make a claim – Excess

'Excess' means the first amount you must contribute to any claim you make under this Policy.

We deduct the excess shown in the Policy document or on the current Policy Schedule from the amount of your claim.

Where a sub-limit is applicable, the excess will be applied to the claim prior to applying the sub-limit. For example, if a ring worth \$6,000 was stolen from the home and it has not been specified, the \$5,000 per item jewellery sub-limit would apply.

If a \$100 excess was applicable, this would be applied to the \$6,000 claim, rather than the \$5,000 sub-limit. Therefore, \$5,000 would be payable. If the ring had been specified for \$6,000, we would pay \$5,900 – the \$6,000 claim less the

\$100 excess. If the stolen ring was worth only \$1,000, we would pay \$900 - \$1,000 less the \$100 excess.

For earthquake claims the excess is \$200, or the amount shown on your Policy Schedule, whichever is greater.

All loss, destruction or damage occurring within a period of 72 hours of the earthquake is regarded as the one event.

Where the home is unoccupied for more than 90 days there is an excess of 5% of the Sum Insured, while it is unoccupied.

### When you will NOT have to pay an excess

You will not have to pay an excess if we agree to pay a claim as a result of damage that renders your home, contents or both beyond economic repair.

### When you are not covered

#### General exclusions applying to this Policy

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
2. Any act(s) of Terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation 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) de jure or de facto, and which:

- involves violence against one or more persons, or
- involves damage to property, or

- endangers life other than that of the person committing the action, or
  - creates a risk to health or safety of the public or a section of the public, or
  - is designed to interfere with or to disrupt an electronic system.
3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

#### Additional exclusions applying to this Policy

These additional exclusions apply to cover for your home, contents, additional benefits and valuables (if you have chosen that option).

This Policy does not cover:

- (a) loss or damage intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family
  - (b) loss or damage resulting from or caused by:
    - the lawful seizure, confiscation, nationalisation or requisition of the property insured
    - destruction of or damage to property by any government or public or local authority, other than fire brigade
    - flood, unless you have chosen this optional cover and it is shown on the Policy Schedule  
 'flood' means the inundation of normally dry land by water from any watercourse, lake, canal, dam or reservoir
    - erosion, subsidence, landslide or earth movement other than as a direct result of:
      - storm
      - earthquake
      - rainwater
      - escaping liquid
- and occurring no more than 72 hours after the event

- the action of the sea, high water, tidal wave, tsunami  
‘tsunami’ means a sea wave caused by a disturbance of the ocean floor or by seismic movement
- water seeping through a wall or floor
- water entering the home through an opening made for the purpose of alterations, additions, renovations or repair
- inherent defects, structural defects, faulty workmanship, faulty design (if you knew or should have known about the defect or flaw) or any gradual process
- wear, tear, rust, corrosion, depreciation or gradual deterioration
- mildew, mould, algae, atmospheric or climatic conditions (other than storm)
- settling, shrinkage or expansion in buildings, foundations, walls or pavements
- the removal or weakening of supports or foundations for the purpose of alterations additions, renovations or repair
- any consequential loss other than that specifically provided by this Policy
- any process of cleaning involving the use of chemicals
- vermin, birds or insects gnawing, biting, chewing, pecking, clawing, scratching or in any way polluting or contaminating your home or contents.

For example: If a mouse was to chew through an electrical wire, which led to a fire, the damage caused directly by the fire would be covered by this Policy, however any damage caused by the mouse’s chewing would not be covered by this Policy.

- pollution or contamination from an animal kept by you
  - the deliberate application of heat (for example, this would include where an element under or forming part of a ceramic cooktop causes damage to the cooktop)
  - tree roots.
- (c) loss or damage to:
- sporting equipment while in use or play
  - landscaping, trees, shrubs or plants as a result of storm, or as a result of an incident which is not sudden, unforeseen and accidental

- electronic data unless the loss or damage is caused by a Specified Event (a) through to (r) listed under ‘What you are insured against, and what you are NOT’.

For the purposes of this exclusion, electronic data means any facts, concepts or information converted to a form usable for communication, display, distribution, processing by electronic, or electromechanical data processing, or electronically controlled equipment which includes but is not limited to programs, software or other coded instructions for such equipment.

For example: You are not covered for any damage to any information on your computer including any computer program caused by a virus, trojan horse, worm or computer hacking.

## General conditions

### Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it , and
- we give you a new Policy Schedule detailing the change.

### Other interests

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

Any person whose interests you have told us about and we have noted on your Policy Schedule is bound by the terms of this Policy.

### Cancelling your Policy

#### How you may cancel this Policy

- You may cancel this Policy at any time by telling us in writing that you want to cancel it.
- Where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

#### How we may cancel this Policy

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

### The premium

We will refund to you the proportion of the premium for the remaining period of insurance.

### Notices

Any notice we give you will be in writing, and it will be effective:

- if it is delivered to you personally, or
- if it is delivered or posted to your address last known to us.

It is important for you to tell us of any change of address as soon as possible.

## Changes

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

Examples of circumstances where the risk of loss, damage or injury may increase include where:

- you no longer are the owner occupier of the home, because you now let the home to tenants or use the home as a holiday home
- you are having renovations undertaken
- the home is left vacant or unoccupied for a period exceeding 90 days
- the home falls into a state of disrepair
- your home is opened up to the public for an exhibition or similar event (including if it is not for reward), or
- you are participating in a public exhibition (including if it is not for reward).

## Unoccupancy

If your home is unoccupied for more than 90 consecutive days, you must tell us and obtain our written agreement for cover to continue.

If you do not do so, the excess in stated in the Policy Schedule will automatically increase to 5% of the sum insured for the period in excess of 90 consecutive days during which you have left the home unoccupied.

The period of 90 consecutive days is calculated from the date when the home was last occupied regardless of the commencement or renewal date of the Policy.

'Occupied' means that the home is furnished such that it is comfortably habitable and you, your family or someone with your consent has resided in the home overnight.

To be occupied the home must:

- contain at least one usable bed/mattress
- contain at least one dining table or bench, a chair and some other furniture
- contain a functioning refrigerator
- be connected to the electricity, and
- be connected to hot and cold running water.

## Salvage

We are entitled to obtain and retain any items or materials that are salvaged or recovered after you make, and we agree, to pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds. We may choose to sell the items or materials to you, if you agree to pay the market price for the items or materials.

## Burglary protection

If any of the following codes is displayed on your Policy Schedule, we have agreed to insure your home and contents only if the following burglary protection devices are installed:

TDL Key operated deadlocks on all external doors.

TH1 Key operated deadlocks on all external doors, and  
Key operated locking devices, or bars, or security screens on all accessible windows.

TH2 Key operated deadlocks on all external doors, and  
Key operated locking devices, or bars, or security screens on all accessible windows  
or

Key operated deadlocks on all external doors, plus  
A professionally installed alarm covering all external doors and windows.

TH3 Key operated deadlocks on all external doors, and  
Key operated locking devices, or bars, or security screens on all accessible windows, and

A professionally installed alarm covering all external doors and windows  
or

Key Operated deadlocks on all external doors, and  
A professionally installed and monitored alarm covering all external doors and windows.

TH4 Key Operated deadlocks on all external doors, and  
Key operated locking devices on all accessible windows, and  
A professionally installed and monitored alarm covering all external doors and windows.

TH5 Key Operated deadlocks on all external doors, and  
A professionally installed Alarm covering all external doors and windows.

TH6 Key Operated deadlocks on all external doors, and  
A professionally installed and monitored alarm covering all external doors and windows.

If any of these devices is removed, altered, or left inoperative while you are absent from the site for more than 12 hours, without our prior consent, we may have the right to:

- decline, or
- reduce

a claim to which this action contributes.

## Care and maintenance

If you do not take reasonable care to:

- protect and maintain the property insured
- prevent damage or injury to others or their property
- minimise the cost of any claim under this Policy, or
- comply with all statutory obligations and by-laws or regulations relating to the safety of person or property
- maintain all security arrangements you have told us about

we will not pay for loss, damage, liability or injury to which this failure to take reasonable care contributes.

## Adjustment of premium on renewal

If a claim occurs in the previous period of insurance and you do not notify us until after the premium for the current period of insurance was calculated, then you must pay any additional premium that would have been calculated had you told us about the claim on the day that the claim occurred. This condition does not affect any other rights that we have, including the rights that we have under 'Your Duty of Disclosure'.

## Strata title mortgagee's interest

This cover applies only if you have arranged this Policy to insure only the interest of a mortgagee in a strata title unit.

This cover only applies when you own part of a building that has been subdivided into strata, community or similar title units and you have a mortgage on that part of the building.

We will pay the mortgagee the lowest of:

- (a) the sum insured shown on the Policy Schedule
- (b) the amount to repair the damage to a condition similar to but no better than when new
- (c) if the body corporate (or similar) partially covers the loss, then the difference between what the body corporate's insurance pays and the cost of the damage, or
- (d) the amount sufficient to discharge the mortgage held by you over the unit at the date of damage.

We pay only that part of the claim that applies to the interest of the mortgagee.

We only pay a claim if:

- (a) a claim would be payable under this Policy (and not subject to any exclusion or other limitation in the Policy)
- (b) the policy of the body corporate or similar does not apply or only partially covers the loss, and
- (c) the mortgagee requires you to discharge your mortgage.

If you have arranged this Policy to insure only the interest of a mortgagee in a strata title unit:

- (a) no additional benefits are payable under this Policy
- (b) no legal liability cover is provided, and
- (c) no optional covers such as Domestic Workers Compensation, or Valuables Cover are provided.

## Claims

### What you must do

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 Financial Services Provider as soon as possible. You will be provided with a claim form and advice on the procedure to follow
- supply us with all information we require to 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.

In an emergency outside normal business hours you may ring our emergency service on 1800 023387 for assistance.

If in doubt at any time, ring us or your Financial Services Provider for advice.

### What you must not do

You must not:

- 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
- admit liability if an accident occurs which is likely to result in someone claiming against you.

### What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

### What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy Terms and Conditions or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of your Duty of Disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent, or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.