



QBE Insurance (Australia) Limited

Accidental damage

**Product disclosure statement and
Home & contents insurance policy**

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜੁੱਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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We understand how important it is to be comfortable with your cover so we are glad you chose QBE to take care of your insurance. As the largest Australian owned general insurer and reinsurer, we have been taking care of the insurance needs of Australians since 1886. Safe, strong and secure, you can be confident you've made a great choice.

Inside, you will find the information you need to know about your Policy. We explain what your Policy covers, information about discounts and excesses and importantly, how to make a claim. Remember, whether you call us for a quote, or to report a claim, or to change your details, you can rely on our friendly team to help you.

Please take the time to read through this booklet and if you have any questions or need more information, call us on 1300 133 024 or the phone number at the top of your Policy Schedule.

Thank you for making QBE your first choice.

About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

Information in this PDS might change. If the change is adverse then we'll issue a supplementary PDS or a new PDS at renewal. You can get an up-to-date paper copy of all updates (whether adverse or not adverse) at no charge by us, simply by calling us.

For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- Your financial service provider. The contact details for your financial services provider are set out in the financial service guide they give you.

The section titled 'Claims' at the end of this booklet tells you the full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact:

- Your financial service provider.
-

About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886. Our purpose is to give people the confidence to achieve their ambitions.

Important Information

The information provided in this section includes high level information about the options in cover you can choose from, as well as factors that affect the cost, our dispute resolution process, your duty of disclosure, cooling off rights, how to make a claim and other relevant information.

The Policy Wording section sets out the detailed terms, conditions and exclusions relating to the insurance.

If we issue you with a 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 Wording.

The Policy Wording and Policy Schedule form your legal contract with us so please keep them in a safe place for future reference. You should check the Policy or Renewal Schedule when you receive it to ensure it accurately states what you have insured.

If you require further assistance or information about this product, please contact your financial services provider.

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The cost of this policy

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government fees, duties or charges.

When calculating your premium we take a number of factors into account, including:

- where the home or contents are located, the sum insured and your previous insurance and claims history.

Some rating factors do not affect all components of the premium calculation. For example, age discounts, retiree discounts, no claim bonus and loyalty discounts do not apply to the parts of the premium paid for liability cover or flood cover.

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium we take a number of factors into account, including:

- where the home or contents are located, the sum insured and your previous insurance and claims history.

Cooling off period

If you change your mind about your Policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and we'll give you a full refund. If you cancel your Policy in these circumstances, you will have no cover under the Policy.

To cancel your Policy within the cooling off period, you should contact your financial services provider.

You can also cancel your Policy outside the cooling off period, see 'Cancelling your policy'.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at codeofpractice.com.au

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at qbe.com/au

Privacy

We take the security of your personal information seriously.

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the ways we could use it. To get a copy at no charge by us, please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

Step 1 - Talk to us

Your first step is to get in touch with the team looking after your Policy or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

Step 2 - Customer Care

If your complaint isn't resolved by the team looking after your Policy or claim, you can ask them to refer your complaint on to our Customer Care team or you can contact Customer Care directly.

Step 3 - Internal Dispute Resolution

If your complaint isn't resolved by Customer Care, or indeed at any time, you can ask for your complaint to be escalated for review by our Internal Dispute Resolution (IDR) team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

Step 4 - Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final IDR decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA.

Disputes not covered by the AFCA Rules

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not happy with how we've handled your personal information, call or email Customer Care.

If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE's Customer Care Unit, AFCA or the OAIC

How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> • complaints@qbe.com, to make a complaint. • privacy@qbe.com, to contact us about privacy or your personal information. • customercare@qbe.com, to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

How to contact AFCA

Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

How to contact the OAIC

Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

Financial Claims Scheme

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

How to contact APRA

Phone	1300 558 849 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.apra.gov.au/financial-claims-scheme-general-insurers

Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

Our agreement

Your Policy is an agreement between you and us, made up of:

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

Excesses

You must pay any excesses which apply to your claim. The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

Paying your premium

The ways you can pay your premium, and the frequency you can pay it, are described below:

- in one (1) annual payment to your appointed financial services provider according to their business practices, or
 - in monthly instalments by direct debit from your credit card or from your account with your financial institution which facility can be arranged by your financial services provider.
-

Annual premium

We will let you know how much premium you need to pay us, how to pay it and when. If you pay your premium annually, you need to pay your premium on time to ensure you are covered. If you don't pay the premium your Policy may be cancelled and we'll write to let you know when this will happen.

Instalment payments

If you pay your premium by instalment, your Policy Schedule will show the date and frequency of your instalments. If your direct debit details change you must tell us no later than seven days before your next instalment is due to allow us to process the change in time.

What happens if you miss an instalment

If you miss an instalment we'll contact you to ask you to pay it or arrange to collect it from you. If you don't pay the missed instalment your Policy may be cancelled and we'll write to you to let you know when this will happen.

If you don't pay the missed instalment and a claim arises, then we will deduct the missed instalment from your claim.

At renewal

If you pay by instalments, and you renew your Policy, we'll continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless you tell us to stop your direct debit.

If you don't want to renew, you must tell us at least seven days before your Policy's end date so that we can arrange for the direct debit to stop in time.

If your payment details change

If the direct debit details you use to pay us change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date to allow us to process the change in time.

Adjustment of premium on renewal

If we invite you to renew your Policy, we will send you a renewal invitation. If you make any changes to your Policy after we send you our renewal invitation, and we agree to continue to insure you, we'll send you an updated renewal invitation and you'll need to pay us any additional premium to ensure your cover is not affected. If you claim for an incident that happened during a previous period of insurance, you must tell us about it and agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

If you had no knowledge or were otherwise unaware of the circumstances surrounding the claim during the previous period of insurance until after the renewal date, then no additional premium increase will be applied to that renewal term.

This condition doesn't affect any other rights we have at law or under this Policy.

Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

Word or expression	Meaning
Action of the sea	Tidal wave, high tide, king tide, storm surge or any other movement of the sea except for tsunami.
Antiques	An item valued for its rarity, aesthetic or historical significance which is over 100 years old. It does not include jewellery, watches or collections.
Damage or damaged	<p>When property insured by this Policy is physically harmed, but not from wear and tear, and its value or usefulness is permanently reduced. It also includes where property insured is destroyed or unrecoverable.</p> <p>It does not include:</p> <ul style="list-style-type: none"> • where property can be cleaned using ordinary household chemicals and cleaning processes to bring it back to its pre-event condition. Property may be considered to be damaged if only professional cleaning can bring it back to its state prior to the event; or • scratching or denting which is cosmetic and that's the only damage.
Earth movement	<p>Includes landslide, landslip, mudslide, subsidence and the heaving, collapsing, vibration, erosion, settlement, shrinkage of earth but not earthquake.</p> <p>Note: 'Heave' is the upward movement of the earth supporting a building because of the expansion of soil.</p>

Word or expression	Meaning
Flood	<p>The covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:</p> <ul style="list-style-type: none"> • A lake (whether or not it has been altered or modified) • A river (whether or not it has been altered or modified) • A creek (whether or not it has been altered or modified) • Another natural watercourse (whether or not it has been altered or modified) • A reservoir • A canal • A dam.
Model aircraft or drone	<p>A micro or very small, remotely piloted aircraft that's a toy, or flown solely for hobby, leisure, sport or recreational purposes, provided that it:</p> <ul style="list-style-type: none"> • isn't a kite; • is registered, if required by law; • isn't used for anything other than the purpose for which it was originally designed; • has a wingspan of no more than 150 centimetres; • weighs no more than two kilograms, including anything in, on or attached to it (for example, a camera or gimbal); and • costs no more than \$1,500 when new including anything in, on or attached to it. <p>A model aircraft or drone does not include anything that is ever used in connection with or in relation to any commercial purpose or earning any income.</p>

Word or expression	Meaning
Negotiable instruments	Treasury notes, savings certificates, stamps, money orders, gift certificates and any other negotiable instruments.
Open air	<p>Anywhere away from the site that is not:</p> <ul style="list-style-type: none"> • fully enclosed by walls and a roof, and also • lockable
Period of insurance	The period this Policy operates for as shown on your Policy Schedule.
Policy Schedule	The document we give you which sets out the details of your cover which are personal to you. It forms parts of the Policy. It shows the cover and any options that you have selected. When your Policy is changed or renewed, we will give you a new Policy Schedule. The information on your Policy Schedule can modify the terms set out in this Policy.
Power surge	An unexpected, temporary, uncontrolled increase in current or voltage in an electrical circuit. Also known as a power swell, brown out, voltage variation or power spike
Reasonable cost, reasonable additional cost	<p>If we arrange the repair, rebuild, replacement or work for which a cost is incurred: the actual cost that we incur.</p> <p>If you arrange the repair, rebuild, replacement or work for which a cost is incurred with our prior consent: the actual cost as set out in a valid tax invoice.</p> <p>If you arrange the repair, rebuild, replacement or work for which a cost is incurred without our prior consent because of an emergency and you act reasonably in:</p> <ul style="list-style-type: none"> • making arrangements by engaging reputable service providers or sourcing replacement property at market rates; or

Word or expression	Meaning
	<ul style="list-style-type: none"> • arranging repairs, rebuild or replacements at market rates that are necessary to restore your property to a condition no better than when new; or • taking proportionate steps to protect your property from further damage: <p>the actual cost as set out in a valid tax invoice</p> <p>If you arrange the repair, rebuild or replacement or work for which a cost is incurred without our prior consent because of an emergency and you do not act reasonably: the cost that you would have incurred if you had acted reasonably.</p> <p>If you arrange the repair, rebuild, replacement or work for which a cost is incurred without our prior consent and there is no emergency: the cost we would have incurred if you had obtained our prior consent and we had made the arrangements.</p> <p>In this definition, when we say 'work' this includes services such as Temporary accommodation</p> <p>In this definition, when we say 'act reasonably' this means acting prudently, as if you did not have insurance.</p>
Site	the address shown on your Policy Schedule where your home is located or your contents are kept.
Storm surge	The covering of normally dry coastal land by water as a result of wind and low atmospheric pressure caused by a storm.

Word or expression	Meaning
Terrorism	<p>Any act, or preparation in respect of action, or threat of action designed to influence any government of any nation or any political division of it, 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 whether acting alone or on behalf of or in connection with any organisation or government, and which:</p> <ul style="list-style-type: none"> • 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.
Total loss	<p>Your property is a total loss when:</p> <ul style="list-style-type: none"> • we pay the total sum insured or item limit; or • your insured home and/or contents, Specified Contents items or Specified Valuables are lost or destroyed.
Unliveable	<p>The home is unliveable if, due to an incident:</p> <ul style="list-style-type: none"> • it is unsafe to live in; or • the disabled access and/or mobility handles and rails required by you and/or your family are damaged to the extent that they are no longer fit for purpose; or • it is not furnished such that it is comfortably habitable; or • it does not contain a functioning refrigerator and cooking appliance; or • it does not have functional bathroom facilities; or

Word or expression	Meaning
	<ul style="list-style-type: none"> • it is not connected to the electricity supply; or • it is not connected to hot and cold running water.
Unoccupied	<p>A property is unoccupied in a period of 100 consecutive days if, during that period, the following did not happen:</p> <ul style="list-style-type: none"> • you, your family, or someone with your consent slept and ate there for at least two consecutive nights in that 100 day period, and • on those two nights the property: <ul style="list-style-type: none"> ◦ was furnished such that it is comfortably habitable; and ◦ contained at least one usable bed/mattress; and ◦ contained at least one table or bench and a chair; and ◦ contained a functioning refrigerator and cooking appliance; and ◦ was connected to the electricity supply; and ◦ was connected to hot and cold running water. <p>You may be asked to prove the occupancy of the property in the event of a claim. This may be supported by the usage of the utilities that are connected to the property. Sometimes we might ask for other evidence of occupancy.</p>
We, our, us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
Your family	any member of your family who lives permanently with you, including your partner.
You, your	the person(s), companies or firms named on the current Policy Schedule as the 'Insured'.

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:

- (a) outbuildings, fixtures and structural improvements including in-ground swimming pools, tennis courts, in-ground spas, saunas, a fixed solar photovoltaic or hot water system, water tanks, jetties and pontoons all of which are used for domestic purposes;
- (b) fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings;
- (c) 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;
- (d) landscaping, paved pathways and paved driveways, retaining walls, fences and gates entirely or partly on the site, and
- (e) water in tanks but only if there is no drinkable water supply available at the site.

What 'Home' does not mean

'Home' does not include:

- (a) carpets (whether fixed or not), curtains or internal blinds;
 - (b) earth or gravel pathways or driveways or other unpaved surfaces;
 - (c)
 - > a hotel, motel, nursing home or boarding house,
 - > buildings of flats or caravan (whether fixed to the site or not), unless this is expressly endorsed on your Policy Schedule,
 - > strata title, company title or community units with respect to insuring the building, however we will insure contents contained within these units,
-

- (d) 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,
- (e) a building in the course of construction,
- (f) a building in the course of being demolished, or that is vacant pending demolition,
- (g) a temporary building or structure,
- (h) trees, shrubs and any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch.
- (i) water in tanks if there is a drinkable water supply available at the site such as mains water.

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,
 - (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 paint work, wallpaper and any fixture or structural improvement within or attached to that residence which the Body Corporate is not required by law to insure,
 - (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) canoes, kayaks, surfboards, surfskis or sailboards, and any other watercraft up to:
- > four (4) metres in length, and
 - > ten (10) horsepower.

This means that if the watercraft is not a canoe, kayak, surfboard, surf-ski or sailboard and it is either longer than 4 metres, or, is powered by a motor or engine that is greater than ten (10) horsepower, it is not covered.

A watercraft motor:

- > no more than ten (10) horsepower, and
- > not attached to a watercraft, and
- > at the site,

will be treated by us as a watercraft accessory. If it is over ten (10) horsepower, it is not covered by this Policy

- (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.

Contents with limits

The most we'll pay on the following contents items is shown in the table below. You may obtain higher limits for (a), (b), (c), (f) or (g) (except for cash) by having any of these items specified on your Policy Schedule as Specified Contents. Additional conditions may be imposed, for example, it may be required to keep items in a safe when not being used. We will pay up to the amount specified for each item.

Contents where a maximum limit applies	Maximum limit
(a) Works of art, pictures, tapestries, rugs.	\$25,000 per item and in total 25% of the sum insured for unspecified contents.

Contents where a maximum limit applies	Maximum limit
(b) Items of jewellery, gold or silver articles, furs, watches.	\$5,000 per item and in total 25% of the sum insured for unspecified contents.
(c) Collections of any kind.	\$20,000 per collection and in total 25% of the sum insured for unspecified contents.
(d) Office or surgical equipment used by you or your family in your or their own business in the home.	\$25,000 in total.
(e) Other equipment used by you or your family for earning income.	\$7,500 in total including a maximum of \$2,000 for business stock temporarily stored inside the home for a maximum period of thirty (30) days.
(f) Accessories, or spare parts of motor vehicles (including motor cycles and motor scooters), caravans, trailers and watercraft not in or on the motor vehicle, caravan, trailer, or watercraft. We include motor vehicle keys, remote locking or alarm devices as accessories while they are not in or on the motor vehicle but we do not pay for any re-coding of devices or changing of vehicle locks.	\$2,000 per item up to \$4,000 in total.
(g) Cash, coins, negotiable instruments or bullion.	\$1,500 in total.

Note: Where an item could be classified under more than one (1) of the above maximum limits, (a) through to (g), the lower or lowest limit applies. For example, a piece of gold jewellery may be considered to be a work of art, however the jewellery limit would be applied.

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 including grass or lawns, or soil, bark or mulch (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, aerial devices or their accessories other than a non-pilotable model aircraft or drone or toy kites;
 - (g) accessories or spare parts, keys or remote locking or alarm devices of motor vehicles (including motorcycles and motor scooters), caravans, trailers, aircraft or watercraft while they are in or on the motor vehicle, caravan, trailer, aircraft or watercraft;
 - (h) photographic and video equipment and musical instruments or musical equipment used for earning any income;
 - (i) any property:
 - > illegally in your possession,
 - > stored in a dangerous and illegal way, or
 - > any equipment connected with growing or creating any illegal substance,
 - (j) commercial or retail trade stock other than business stock temporarily stored inside the home for a maximum period of thirty (30) days;
 - (k) your home or any part of your home.
-

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 - 'Cover for Contents when away from the site', 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 or tsunami.
 'Tsunami' means a sea wave caused by a disturbance of the ocean floor or by seismic movement,
 - (g) subterranean fire,
 - (h) volcanic eruption,
 - (i) impact ('impact' means a collision of two or more objects),
 - (j) Impact by an 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, flood, wind, hail, tornado, cyclone or hurricane, freeze or weight of snow,
- (r) power surge, confirmed by an appropriately qualified contractor,.

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 'General Exclusions', which you must read.

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 electric motor:</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 replacing it. For refrigerators and air conditioning units, we pay for the replacement of refrigerant gas and refrigerant dryers, only if replacement of the refrigerant gas or dryer is made necessary because of the fusion.</p>	<p>Motors more than fifteen (15) years from the date of purchase when new or more than fifteen (15) years from the date of rewinding.</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 dryers.</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>Electrical contact points where sparking or arcing occurs during ordinary use.</p> <p>The cost of:</p> <ul style="list-style-type: none"> • retrieving, removing or replacing the pump section of pool or pressure pumps, • retrieving or re-installing submerged or underground pumps or their driving motors; or • hiring a replacement machine or appliance <p>Repairing or replacing:</p> <ul style="list-style-type: none"> • motors under manufacturers' guarantee or warranty; • motors forming part of equipment used for earning any income by you or your family; • parts in a radio, television, computer, microwave oven, sound recording and playing equipment, amplifying or transmitting device, electronic equipment, control panels or similar device or instrument • electronic controllers or other electronics, • transformers

You are insured against	But not
<p>(b) Spoilage of food</p> <p>If this Policy insures your contents, we will cover the reasonable cost to replace food and medicines that are contained in your fridge or freezer which are damaged and need to be thrown out following:</p> <ul style="list-style-type: none"> › failure of the electricity supply, › mechanical or electrical breakdown. 	<p>Spoilage as a result of:</p> <ul style="list-style-type: none"> • a strike • an accidental or deliberate switching off of the power supply by you, your family or another person in your home with your consent; • a deliberate act of the power supply authority or company. • If the power supply authority or company agrees to pay you compensation for the spoilage.
<p>(c) Erosion, subsidence, landslide or earth movement but only if it is directly as a result of one (1) of the following 'Specified events'</p> <ul style="list-style-type: none"> › (d) explosion › (f) earthquake or tsunami › (p) water and/or other liquid discharged › (q) storm, tempest or flood. <p>and it occurs no more than seventy two (72) hours after the insured event.</p>	<p>Any other earth movement.</p>

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.

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 (1) original source or cause as one (1) occurrence.

Personal Injury means; bodily injury, shock, mental anguish or mental injury.

Personal injury does not include the publication or utterance of a libel or slander, any defamation of character nor invasion or breach of privacy.

Bodily Injury means physical bodily harm including sickness or disease, and any resultant required care, loss of services, loss of consortium or death.

Additional benefits - Liability

The 'Motor vehicle liability' and 'Committee member of a social or sporting club' additional benefits apply only when you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence.

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 personal 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 personal injury caused by you or your family solely as a result of you or your family being passengers in a registered vehicle;
 - › death or personal injury caused by any registered vehicle if the occurrence causing the death or personal injury takes place at the site;
- 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 1984* (Cth)).

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 for holding the position.

The most that we will pay under this additional benefit in any one (1) 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.

Liability cover for the site continues following a home total loss

If your home is a total loss as the result of an insured event and your home Policy comes to an end, we will continue to provide you with this liability cover in relation to the site that your home formerly occupied until the earliest of;

- any construction commencing at the site,
 - the sale of the site or any part of it,
 - another Policy that includes liability cover being taken out in relation to the site,
 - the commencement of construction of a home to replace the insured home at another site, or
 - six (6) months from the date of the damage that caused the total loss.
-

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, or, unless the agreement is a lease agreement for your residential tenancy that complies with the relevant *Residential Tenancies Act* or similar,
 - (b) death of or personal injury to you or to any person who normally lives with you.
In this exclusion we consider that a person normally lives with you, if that person:
 - > has lived with you in your home as their primary residence for sixty (60) days or more out of any ninety (90) consecutive day period (irrespective of the commencement date of the Policy) during which there is an occurrence, or
 - > has lived with you in your home and intends or intended to use your home as their primary residence for sixty (60) days or more out of any ninety (90) consecutive day period (irrespective of the commencement date of the Policy) during which there is an occurrence,
 - (c) death of or personal injury to anyone employed by you or by someone who lives with you if the death or injury arises out of their employment,
 - (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 (other than a lift that exclusively services your home, provided that your home is freestanding and solely occupied by you and your family), aerial device or aircraft (except model aircraft or drone or toy kites), aircraft landing area, boat exceeding four (4) metres in length (except canoes, surfboards, surf skis or sailboards) or motorised watercraft in excess of ten (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.

This exclusion does not apply to a domestic garage sale provided:

- › the garage sale is held at the site;
 - › the goods sold belong to you or your family or immediate family members that do not live with you;
 - › the goods sold are second hand domestic goods sold in domestic quantities;
 - › the sale does not form part of any business, trade or profession;
 - › the goods sold at the garage sale by you or your family have not been purchased for the sole purpose of re-sale, and;
 - › you do not hold more than one (1) garage sale per period of insurance. (A garage sale over one (1) weekend would be considered as one (1) garage sale);
- (h) vibration or the weakening of, removal of or interference with support to land, buildings or other property,
-

- (i) building work, construction or demolition of a building, including the home if the value of the work exceeds \$100,000,
- (j) death or personal 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 to prevent or reduce loss, damage or injury to property or persons,
- (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',
- (p) any act or omission that is knowingly illegal, dishonest, fraudulent, wilful, malicious or done with reckless disregard for their consequences by you, your family or a person acting with the consent of you or your family.

What we will pay

- (a) We pay up to \$30,000,000 for any one (1) 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.
 - (c) In addition to this amount, we pay legal costs for which we have provided prior written approval.
-

Section 4: 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 20 as part of the sums insured for home or contents, depending on the type of cover you have chosen:

1. Cover for contents when away from the site

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 100 days, in any one (1) period of insurance.

We also cover any contents that you purchase anywhere in the World. If the purchased contents increase your total sum insured by more than \$5,000 then you must advise us of your increased sum insured when you return home and pay any additional premium we require. All sub-limits in this Policy apply.

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

(a) the following items:

- › contents in transit during a permanent removal from the site (other than as described in Additional benefit 10 - Contents being conveyed to your new residence),
- › contents permanently removed from the home (other than as provided in Additional benefit 8 - Change of Site),
- › aircraft, aerial devices or equipment normally associated with them,
- › property used in connection with a profession, trade or business,
- › motor vehicles (including motor cycles and scooters), caravans and trailers and their spare parts and accessories.

or

(b) the following items and their accessories or spare parts while they are contained in or on or attached to a tent, vehicle, watercraft, aircraft or in the open air:

- › canoes, kayaks, surfboards, surf skis & sailboards or other watercraft,
- › ride on golf buggies and ride on mowers.

The maximum we pay for items of:

- (i) jewellery, gold or silver articles, furs, watches,
- (ii) collections of any kind, or
- (iii) mobile phones, portable electronic equipment (including such things as portable computers, PDAs, hearing aids)

while they are temporarily removed from your site, is \$5,000 per item, and, in total \$20,000, unless you have specified them and they appear on your Policy Schedule under the valuables option and you have paid any additional premium.

For items other than (i), (ii) and (iii) above, the maximum amount we pay for items while they are temporarily away from your site is subject to the maximum limits described under 'Contents with Limits'.

We do not pay more under this additional benefit than if the items were lost or damaged at the site.

2. Fees

If this Policy insures your home, and

- it is damaged as a result of an event insured under this Policy, and
- your claim is accepted

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
- your claim is accepted

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

If the damage for which a claim is accepted is caused by a fallen tree, which as a result becomes debris, we will remove the tree from the site. We will remove a standing tree or branch that formed part of the tree that caused the insured damage only if:

- the remaining tree or branch is unsafe,
- the remaining tree or branch only became unsafe as a direct result of the event covered under this Policy causing damage to the tree, and
- all necessary approvals have been obtained and removal of the tree or branch would not result in a breach of any laws, by-laws, regulations or contractual obligations.

We will remove a stump that formed part of the tree that caused the insured damage only if:

- all necessary approvals have been obtained and removal of the stump would not result in a breach of any laws, by-laws, regulations or contractual obligations, and
- not removing the stump would interfere with repairing or replacing the damaged part of the home required to settle your claim.

If this Policy insures your contents, and

- they are damaged as a result of an event insured under this Policy, and
- your claim is accepted

we pay the reasonable costs of removal of contents debris from the site to the nearest authorised facility.

4. 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 your claim is accepted, 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.

5. Illegal use of credit card or financial transaction card

If this Policy insures your contents in your primary residence and a credit card or financial transaction card is lost or stolen, we pay up to \$7,500 towards any legal liability you incur from its unauthorised use.

We do not pay if:

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

6. Visitors' 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 temporarily living with you at the site for up to thirty (30) consecutive days.

We do not pay:

- for visitors' contents that are insured under another Policy taken out by someone other than you or your family
- for any cash or negotiable instruments.

7. Replacement of locks and keys

We pay up to \$3,000 to 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.

8. 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 sixty (60) 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.

You must tell us of your new address within sixty (60) days of first moving to it. If you wish to insure your contents at your new address after that sixty (60) 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.

9. 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.

10. Contents being conveyed to your new residence

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

We insure your contents damaged while they are in a vehicle being used to convey your contents. The damage must occur directly as a result of:

- theft from the conveying vehicle involving the use of violent force,
- fire on the conveying vehicle,
- collision and/or overturning of the conveying vehicle,
- flooding of the conveying vehicle,

while your contents are in transit by land to:

- your new, principal place of residence, or
- a storage facility at which your contents or some of your contents will be temporarily located pending conveyance to your new principal place of residence,

within Australia.

We do not insure your contents:

- for removal to any residence other than one intended to be occupied by you as your principal residence,
 - for damage to china, glass, earthenware or any other item of a brittle nature,
 - for damage caused by scratching, denting, bruising or chipping,
 - outside Australia.
-

11. Trees, shrubs and plants

If you occupy the home insured by this Policy as your primary residence, we pay up to \$1,500 for loss or damage to any one (1) tree, shrub or plant up to \$10,000 in total in any one (1) period of insurance caused directly by malicious damage or any specified event (a) through to (p), listed under Section 2 'What you are insured against, and what you are not'. We do not insure grass or lawn. We do not insure you for damage caused by storm or flood or any weather event included in specified event (q), or any event that is not sudden, accidental and unforeseen. We only repair or replace trees, plants or shrubs, that are so damaged that they die, are permanently disfigured or not recovered after being stolen.

12. Veterinary expenses for domestic cats and dogs

If you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence, 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 \$1,250 in total in any one (1) period of insurance,
 - costs or expenses resulting from the physical loss, theft 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 heart-worm 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.
-

13. 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 (1) 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 leading to a tax shortfall penalty or imposition of additional tax exceeding 25%;
 - 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,
 - any fees in relation to any Self Managed Superannuation Fund (SMSF) audits .
-

14. 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 by a third party (and defended by you) but only where the proceedings are commenced in Australia during the period of insurance.

The maximum we pay is \$5,000 for any one (1) 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.

15. Waiver of excess if your property is a total loss

You are not required to pay an excess if your claim is accepted as a result of damage that renders your home, contents or both a total loss.

16. Monitored alarm attendance after theft

If this Policy insures your contents in your primary residence, we will pay up to \$2,500 for the reasonable costs actually incurred by you for the security firm that monitors your burglar alarm to attend your home during or immediately after an actual or attempted theft from your home if:

- there is evidence of forcible or violent entry,
- the theft or attempted theft is not committed by any person who is living at the site, and
- you report the incident to Police as soon as reasonably possible after the theft or attempted theft occurred.

We do not pay:

- for any false alarms, or
- where there is no evidence of a theft or an attempted theft, or
- more than \$2,500 in any period of insurance.

17. Replacement of documentation

If this Policy insures your contents in your primary residence we will pay up to \$2,500 for the reasonable costs to replace the following documentation directly damaged as the result of an event that has caused a claim that has been accepted:

- Title Deeds.
- Birth Certificates.
- A Marriage Certificate.
- Passports.
- Drivers Licences.
- Proof of Age Card.

18. New replacement residence - temporary cover

If this Policy insures your home, we will provide cover for the carpets, curtains and internal blinds and other contents items included in the sale contract of an additional residential building when you purchase it, for a maximum of forty two (42) days from the date you sign a contract of purchase. The amount of cover provided is limited to the sum insured on your home shown on your Policy Schedule. We only provide this cover when the residential building is replacing the home on your Policy Schedule as your primary residence.

19. Building materials

If this Policy insures your home, which is your primary residence, we will pay up to \$2,000 in any one (1) period of insurance if your unfixed building materials are lost or damaged at the site due to an event covered by this Policy. Cover only applies to building materials intended to be used for repairs, alterations or additions to your home at the site. (We do not insure soil, sand, gravel, bark or mulch or any similar materials.) We do not cover any gas or electrical appliances unless they are in a locked and fully enclosed building where those items are not visible from the outside of the building.

20. Identity fraud

If this Policy insures your contents in your primary residence and your identity is stolen by someone knowingly using your personal details without lawful authority for fraudulent use and/or financial gain, we will pay up to \$5,000 per period of insurance for your costs and expenses incurred to restore your identity from its unauthorised use. Our liability under this additional benefit 20. is limited to:

- Legal expenses for defence against a business or its collection agency from which goods or services have been purchased fraudulently.
- Legal expenses for removal of any wrongfully recorded civil or criminal prosecutions or to challenge consequent incorrect information available on your consumer credit report.
- Loss of wages up to \$2,000 per week up to \$5,000 in total; that would have been earned but were not, solely because it was necessary for you to rectify records in relation to your true name or identity.
- Loan application fees incurred as a result of re-applying for loans because you have been allotted incorrect credit information due to fraud.
- Costs for notarising affidavits, telephone calls and certified mail expenses to law enforcement and/or financial institutions.
- Reasonable legal fees and court costs, if incurred with our approval.

We will not pay any claim where the identity theft;

- is caused by:
 - you or your collusion,
 - your family or their collusion,
-

- an ex-partner, or
- someone who normally lives with you, or
- arises out of:
 - you or your family committing an illegal or dishonest act,
 - you breaching any security requirements or conditions imposed by any financial institution, such as in relation to your password or personal identification number or personal access number,
 - business interruption in relation to any business.

Claims are only payable under this additional benefit 20 if;

- you are an Australian resident,
- the identity fraud occurs within Australia, and
- all losses and expenses are incurred within Australia.

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

We pay additional benefits 21 to 28 over and above your sum insured for home or contents, depending on the type of cover you have chosen.

21. Temporary accommodation

If your home is so damaged by an event for which we a claim has been accepted that it is unliveable, we pay up to:

- \$20,000, or
- 20% of the sum insured for your home, or
- 20% of the sum insured for your contents

whichever is the highest, for the additional cost of:

- reasonable temporary accommodation,
- emergency removal and storage of your contents,
- emergency accommodation of your pets

where the home is your principal place of residence.

We will discuss with you your particular needs if, because of a catastrophe, there is no suitable accommodation available at a reasonable cost.

Forced evacuation by Government Authority

If this Policy insures your home, and your home cannot be lived in because a Government Authority prohibits you from using it because of one of the following incidents;

- damage to a home, strata title property, road or street caused by an event that is covered by this Policy;
- a burst water main;
- a bomb threat or bomb damage;
- a street riot;
- a lift malfunction at the insured address (and you have a medical certificate stating you must use a lift);

and emergency services refuse you access to your home or unit or evacuate you for safety reasons,

then if you own and live in your home or unit, we will pay your reasonable temporary accommodation costs for up to sixty (60) days from when the incident occurred.

If this Policy insures your contents, and if you cannot access your home or unit because of one of the following incidents:

- damage to a home, strata title property, road or street caused by an event that is covered by this Policy;
- a burst water main;
- a bomb threat or bomb damage;
- a street riot;
- a lift malfunction at the insured address (and you have a medical certificate stating you must use a lift);

and emergency services refuse you access to your home or unit or evacuate you for safety reasons,

then:

- if you own and live in your home or unit, we will pay the reasonable temporary accommodation costs for you and your pets that you normally keep at your insured address; or
- if you are a tenant, we will pay any reasonable extra rent costs for your temporary accommodation for you and your pets that you normally keep at your insured address

for up to 60 days from when the incident occurred.

22. 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 for a total loss claim, your sum(s) insured will remain unchanged unless you request otherwise

23. 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 0.5 of 1% of the relevant sum insured shown on your current Policy Schedule per month until the next renewal date.

24. 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 \$15,000 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 event at the site,

if the event that caused the death also caused damage for which a claim has been accepted.

We do not pay in any one (1) period of insurance more than \$15,000 in total under this additional benefit.

25. 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 a claim has been accepted:

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

permanently become a paraplegic or quadriplegic, we pay up to \$25,000 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.

26. Legal costs of discharging a mortgage

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

27. Location costs due to event (p) water and/or other liquid discharged

If this Policy insures your home and we pay for damage caused by liquid escaping from any fixed basin, 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.

28. Environmental upgrade benefit

Applicable only when this Policy insures your home

If your home is assessed as a total loss as the result of an insured event, and we rebuild your home, we will pay up to a maximum of \$5,000 of the cost to you, after the deduction of any rebate to which you are entitled under any government or council scheme to install any of the following;

- Rain water tank.
- Solar power system (solar hot water heating system or photo-voltaic electricity system).
- Hot water heat exchange system.
- Grey water recycling system.

A rain water tank includes the tank and necessary pump, wiring, foundations, stand, pipes and installation costs.

A solar power system includes any photo-voltaic or solar panels and necessary water tank, pump, wiring, supporting framework, inverter, electricity meter, ducting, pipes and installation costs.

A hot water heat exchange system includes the heat exchange system and necessary wiring, stand, pipes and installation costs.

A grey water recycling system includes the recycling system, wiring, pipes and installation costs.

Applicable only when this Policy insures your contents

If a claim has been accepted for one (1) of the following items;

- refrigerator,
- freezer,
- washing machines (but not clothes dryers),
- dishwashers,

it is a total loss, and it had an energy star rating of less than three (3) stars, then we will replace the item with an equivalent item that has an energy rating of at least three (3) stars.

If a claim has been accepted for a clothes dryer, it is a total loss, and it had an energy star rating of less than two (2) stars, then we will replace the item with an equivalent item that has an energy rating of at least two (2) stars.

Section 5: Options you can choose for additional premium

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

1. Valuables
2. Domestic workers' compensation

1. 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 100 consecutive days in any one (1) period of insurance, anywhere in the world

against loss, theft or damage to specified valuables items including:

- (i) jewellery, gold or silver articles, furs, watches
- (ii) collections of any kind
- (iii) mobile cellular telephones, portable electronic equipment (including portable computers, electronic tablets, hearing aids).

This Policy automatically covers these items (i), (ii) and (iii) while they are temporarily removed from the site under additional benefit 1, up to \$5,000 per item, and, in total \$20,000 (subject to the maximum limits in the table under 'Contents with Limits'). 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 and specify each item.

You can also select specified valuables cover for other portable items that have maximum limits in the table in the section 'Contents with Limits'.

Please note: Contents other than (i), (ii) or (iii) above and those that do not have a maximum limit do not need to be insured under this specified valuables option. (There is no unspecified valuables option under this Policy, as it is made unnecessary because the cover provided under Additional benefit 1).

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, if we tell you that this is required.

There are some limitations below and under 'General Exclusions', which you must read.

What we do not insure

The following items are not covered under this valuables option:

- cash, negotiables or financial transaction cards
- unset precious or semi-precious stones
- items being cleaned, repaired, restored, or on exhibition away from the site.

How much we will pay for loss or damage

The most we'll pay is up to the sum insured shown on the Policy Schedule against the item, less any applicable excess(es).

2. Domestic workers' compensation

(Applicable only in States or Territories where domestic workers' compensation can be offered in conjunction with a Home and Contents Policy.)

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.

Section 6: General exclusions

Intentional, reckless or fraudulent acts

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with, any intentional, reckless or fraudulent acts or omissions by:

- you or your family;
- anyone acting with the express or implied consent of you or your family; or
- anyone who owns the home or contents insured under this Policy to any extent.

Illegal activity

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with, any illegal activity you or your family are involved in, including but not limited to:

- you or your family illegally keeping explosives, flammable or combustible substances at the site;
- hazardous materials if they are not stored, used or disposed of legally and in accordance with the manufacturer's directions;
- weapons, firearms and ammunition if they are not stored and used legally;
- model aircraft or drones being used illegally or in breach of any law, regulation, rule, legal or safety requirement of the Civil Aviation Safety Authority (CASA), other government authority, local council or club; and
- the illegal supply of drugs or alcohol.

Business activities at the site

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by or arises from any business or income earning activities being conducted at the site. This exclusion does not apply if the activity is just the use of an office or surgery taking up less than 20% of the home.

Doing office work in a home office, including working from home for your employer is not considered to be a business or income earning activity.

Reasonable actions and precautions

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, to the extent that it is caused by or arises from you or your family:

- not taking reasonable care to protect and maintain the insured property;
- not taking reasonable steps to minimise the cost of any claim under your Policy; or
- not complying with all laws relating to the safety of a person or property.

Condition of your home

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability caused by or arising from:

- your failure to fix:
 - a defect;
 - a structural fault;
 - a design fault; or
 - faulty workmanship

as soon as is reasonable after you become aware of it, or a reasonable person in the circumstances would have become aware of it;

- your failure to fix damage that existed prior to the incident or occurrence as soon as is reasonable after you become aware of the damage, or a reasonable person in the circumstances would have become aware of it;
- your home not being structurally sound, watertight, secure, well maintained and in a good state of repair, for example where:
 - gutters overflow and cause water damage due to a build-up of leaves or other debris;
 - wind, rain or hail entering the home due to part of the roof being rusted through.

However, this Condition of your home exclusion applies only to the extent that the relevant claim or loss, damage, injury or death, cost or legal liability is caused by, arises from or is made worse by one or more of the above circumstances, and you knew or a reasonable person in the circumstances would have known that the relevant condition of the home may cause, give rise to or make worse the claim or loss, damage, injury or death, cost or legal liability.

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability caused by or arising from renovations, alterations, additions or repairs undertaken or authorised by you, where you were aware or a reasonable person in the circumstances would have been aware that the work did not comply with building laws or regulations.

There is no cover under any section of your Policy for any:

- wear, tear, depreciation, rust, oxidisation, corrosion, fading;
- defect, structural fault, design fault or faulty workmanship;
- rising damp, seepage, mould, mildew, rot;
- gradual deterioration due to action of light, air, sand, sea salt, sea water, or atmospheric or climatic conditions

For example, the gradual weathering of brick, mortar or concrete or the breakdown of grouting or tile adhesive over time.

- storm, rainwater, flood or wind, to retaining walls, gates and fences that you were aware, or a reasonable person in the circumstances would have been aware, were:
 - in a poor or damaged condition before the incident or
 - installed or constructed incorrectly,
 - damage caused by water, rain, wind, hail or debris entering your buildings through an opening in any part of your home made for the purpose of alterations, additions, renovations or repairs;
 - water or wind to external paintwork, treated surfaces or finishes where that's the only damage that occurs to that part of the home;
 - the cost of removing residue deposited by wind and/or rain on your home, such as dust or sand;
 - loss or damage due to water escaping from a shower recess or shower base.
-

Construction works

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by or arises from buildings under construction or undergoing renovations, alterations, additions or repairs that:

- involve removal of any part of the roof or an external wall; or
- impact the structure of a building such as removing or changing supporting walls, underpinning, foundations or piers.

If you are removing the roof, or removing or changing supporting walls, underpinning, foundations or piers in a residential building at the site, we will cancel your Policy and return any unused premium to you.

Loss or damage indirectly related to your claim

This Policy only covers claims, losses and costs directly related to damage from an Insured Event (such as the costs of repair or replacement) unless additional cover is specifically stated. Any other claims, losses and costs that are not directly related to damage from an Insured Event are not covered, such as but not limited to:

- additional travel costs because your home is unliveable due to an incident;
- any decrease in the value of your land;
- any diminished value of your property after it's been repaired;
- any intangible losses including intellectual or sentimental value;
- the cost of hiring a replacement machine or appliance;
- loss of income, loss of profits or costs arising from any business interruption;
- medical expenses; or
- compensation for your or your family's stress or anxiety, inconvenience or loss of time.

However, if the claim is covered under Legal liability, and you are ordered by a court or required by a settlement made in accordance with this Policy to pay for a third party's indirect losses, we will cover those indirect losses.

Other loss or damage

There is no cover under any section of your Policy for any claim, loss, damage, cost, injury, death or legal liability, that is caused by or arises from:

- an event occurring outside the period of insurance;
- action of the sea;
- earth movement other than as provided in Insured event (c)
- hydrostatic pressure;

For example, if you empty your swimming pool or spa, the pressure exerted on it by water in the surrounding ground due to heavy rain, can cause it to move, warp or lift out of the ground.

- mechanical, electronic or electrical breakdown with the exception of as the result of a lightning strike under Specified Event (b) or as the result of power surge to domestic appliances under Specified Event (r) however, we will cover resultant damage to the extent it's covered under the Specified Event (a) Fire and Fusion of an electric motor or Spoilage of food; (under 'Section 2: Cover for your Home and Contents - Specified events'),
- insects, vermin or rodents, however, we will cover resultant damage to the extent it's covered under the Insured Events (a) or (p) (under 'Section 2: Cover for your Home and Contents - Specified events'),

For example, we will cover damage caused by (a) fire due to a rat chewing through an electrical wire.

- any gnawing, biting, chewing, pecking, clawing, scratching or in any way soiling or polluting;
 - your contents outside the home, or
 - any exterior part of your home, or
 - within the roof cavity or an enclosed crawl space or storage cage, or
 - by any animal kept by you or your family;
 - damage to an item designed to be exposed to or generate heat, caused in the ordinary course of its use, such as a fireplace, a clothes iron or a cooking or heating appliance, where that's the only damage that occurs;
 - roots of trees, plants or shrubs, however, we will cover resultant damage to the extent it's covered under the Insured Event (p) (under 'Section 2: Cover for your Home and Contents - Specified events');
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For example, we will cover damage due to (p) water escaping from pipes damaged by tree roots.

- a process of cleaning by you or your family:
 - using any chemicals other than domestic household chemicals. (Domestic household chemicals include products that can be purchased from a supermarket or department store); or
 - where domestic household chemicals have been used but not in accordance with the manufacturer's directions for use;
- or in connection with any contagious or communicable disease;
- or in connection with:
 - an unauthorised or malicious act, software, coding or instructions,
 - a threat, hoax, scam or fraud,
 - programming or operator error, or
 - outage

affecting the use, integrity, security, operation, storage of, or access to, data, information, a computer, system, device, appliance, equipment, software, hardware, back-up facility or a component of or attachment to any of these, regardless of time or place.

Examples of what are not covered under your Policy:

- loss, damage, destruction, distortion, erasure, corruption or alteration of, or loss of access to, or interference with, data on a computer or access to an internet service, due to malicious software or a cyber-attack, including but not limited to viruses, worms, Trojan Horses, back doors, logic bombs, trap doors, denials of service, ransomware or any computer hacking;
 - unauthorised access to or copying of personal information via the internet or mobile phone network;
 - unauthorised access to, or interference with the operation of, an appliance or device via the internet, Wi-Fi or Bluetooth;
 - unauthorised access to your computer or device provided by means of a scam, or connection of a storage or other device affected by malicious software.
-

However, you will still have cover for physical damage to your property insured under your Policy caused by an Insured Event such as fire.

- changes in a right, title or interest in your property, for example due to a transfer, agreement or adverse possession.

There is no cover under any section of your Policy for any:

- damage covered under a manufacturer's or a supplier's guarantee or warranty (whether express or implied by law); or
- damage to your property while it's being cleaned, repaired, restored or altered by someone other than you or your family.

There is no cover for loss of or damage to:

- sporting equipment while in use or play;
- bicycles while they are being used for any competition including racing, pace-making, hill climb or time trials;
- the tyres or rims of bicycles if they are damaged whilst being ridden;
- the appearance of the bicycle caused whilst the bicycle is being ridden such as scratching, denting, chipping or defacing. This does not include damage that materially affects the performance of the bicycle.

Operation of law, war, nuclear material or terrorism

There is no cover under any section of your Policy for any claims, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with:

- compulsory acquisition, lawful seizure, confiscation, nationalisation, requisition, repossession or other similar operation of law;
 - invasion, acts of foreign enemies, hostilities, war or war-like operations (whether war be declared or not), or civil war;
 - mutiny, civil commotion assuming the proportions of, or amounting to, a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;
 - a nuclear weapon, the use, existence or escape of nuclear fuel, waste, radiation or material, or nuclear fission or fusion;
-

- any act of terrorism involving biological, chemical, nuclear or radioactive pollution, contamination or explosion.

Sanctions limitation and exclusion clause

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is illegal for us to do so.

Multiple causes

Where loss, damage, injury or death has two or more causes and at least one of those causes is excluded by this Policy, we will not provide any cover, pay any claim or provide any benefit under this Policy.

General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

Burglary protection

If we have agreed to insure your contents only if burglary protection devices are installed, then this will be shown on your Policy Schedule.

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

- decline, or
- reduce,

a claim to which this action contributes.

Please see your Policy Schedule for details.

Assistance and co-operation

You must provide reasonable assistance to us, including:

- being truthful and frank at all times,
 - providing us with relevant information and documents we ask for, such as proof of purchase or repair quotes, if needed,
 - telling us promptly if you've been contacted by someone about an incident, such as another insurer or a third party's lawyer,
 - attending one or more interviews about the claim if we ask you to,
 - appearing in court, giving evidence or providing a formal statement, if needed,
-

- making your property available for us to inspect or examine, and
- responding to our requests in a timely manner.

At all times you must refrain from behaving in a way that's improper, hostile or threatening towards us, our representatives, our suppliers or third parties involved in an incident.

If you don't cooperate in any of these ways, it may delay your claim, or we may reduce or refuse to pay your claim.

Tell us when these things change

You must tell us as soon as reasonably possible if any of the information on your Policy Schedule is incorrect or has changed.

Things you must tell us	If you have home cover	If you have contents cover
You move house	✓	✓
You're planning construction work including renovations, alterations, additions or repairs at the site	✓	✓
Your home will be unoccupied for any period longer than 100 consecutive days	✓	✓
The occupancy of your home changes, for example, you plan to rent all or part of it out to boarders or tenants	✓	✓
You start operating a business or generating a regular income from the site other than a home office or surgery taking up less than 20% of the home Note: Doing office work in a home office, including working from home for your employer is not considered to be operating a business.	✓	✓
You add or change mortgage lenders	✓	x

Things you must tell us	If you have home cover	If you have contents cover
You want to increase your sum(s) insured	✓	✓
You want to add Specified Contents or Valuables or increase any specified limit	x	✓

If you don't tell us, we may reduce or refuse to pay a claim.

When you tell us about something that has changed or request a change to your Policy, we will assess the change to the risk in accordance with our underwriting rules and processes.

Changes to your cover

If you request any change to cover (e.g. you choose to add an optional cover or you increase your sum(s) insured) then, if we agree to the change, we will issue a new Policy Schedule and ask you for any additional premium. If an additional premium is required, the change will only be effective when:

- if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
- you have paid the additional premium by the due date we give to you.

If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the latest contact details you provided us. If we don't receive payment of the additional premium owed, the change will not be effective and we will confirm this by issuing a replacement Policy Schedule.

If you request any change to cover and we don't agree to the change, then we will let you know and the Policy will continue unchanged.

Changes to your circumstances

Contact us to discuss potential changes in circumstances when you know the details of the timing and nature of the changes before they happen, to find out in advance whether we will be able to continue to insure your home and/or contents.

If you tell us about a change in your insured property's address then we will consider it under our underwriting rules and processes, and depending on the underwriting assessment:

- if we do not agree to the change then we will cancel your Policy and refund the unused portion of the premium.

Changes of these kinds sometimes alter the risk to us in such a significant way that it is no longer within our underwriting rules, and we would not have issued the Policy if the request had been made before the start of the Policy

- if we agree to the change, we will issue a new Policy Schedule and ask you for any additional premium, inform you of any change in terms, and any additional applicable excess(es). If an additional premium is required, the change will only be effective when:
 - if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
 - you have paid the additional premium by the due date we give to you.

If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the latest contact details you provided us. If we don't receive payment of the additional premium owed, then we will cancel your Policy. We will use the latest contact details you provided us to notify you of the cancellation date.

If you tell us about any of the following changes then we will cancel your Policy and refund any unused portion of the premium:

- you are removing the roof, or removing or changing supporting walls, underpinning, foundations or piers in a residential building at the site; or
 - you start operating a business or generating a regular income from the site other than a home office or surgery taking up less than 20% of the home (doing office work in a home office, including working from home for your employer, is not considered to be operating a business);
-

or

- the occupancy of your home changes.

If you tell us about a change in mortgage lender we will note them on the Policy Schedule.

If you tell us about any other change, we will consider it under our underwriting rules and processes at the time.

Unoccupancy

If your home is unoccupied for more than one hundred (100) consecutive days, the cover for home and contents is limited to:

- lightning,
- thunderbolt,
- earthquake or tsunami,
- riot and civil commotion,
- damage directly caused by impact by a vehicle, waterborne craft, space debris, aircraft, rocket, satellite, a branch.

The above will apply unless you have advised us and we agree to provide full Policy cover in writing.

If we agree to continue your cover, we may impose conditions or exclusions.

Our agreement will take the form of an endorsement. We will send you a Policy Schedule to confirm your Policy has been extended to insure you for a greater period of time.

Interests in the policy

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

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy in relation to any claim they make.

If you have used all or part of your home or contents as security for a loan from a lender, we may pay the lender all or part of the payment made when settling your claim. For more information, see **Lender's rights**

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 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 insured events (a) to (q) of 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 are provided.
-

Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

What you must do after an incident

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 as soon as possible if any of your property is lost, stolen, or maliciously or intentionally damaged and provide details of the report to us. We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss,
- 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 relevant information we reasonably require to settle or defend the claim,
- notify us of any other insurance covering the same loss, damage or liability.

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 after an incident

We reserve the right to reduce your claim payment if your actions after an incident increase the loss or liability. If your actions prevent us from recovering a claim payment from another person who would be liable to you for a loss or liability that you suffer, then we may refuse to pay your claim. To avoid your claim being delayed, reduced or refused you must not:

- admit fault or liability, except in a court or to police. Call us if you would like guidance,
 - offer or negotiate to settle a claim against you,
 - unnecessarily delay notifying us of the incident,
 - enter into any agreement with anyone else which could limit the amount that could be recovered from them,
-

- agree not to seek compensation from any person liable to compensate you,
- 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 your claim is accepted, we will pay for these repairs, but you must retain all receipts,
- dispose of damaged items unless we've first agreed to this. This is so we can establish the cause or extent of the damage to quickly and accurately assess your claim. Call us if you would like guidance including where there is hazardous material present.

How we settle your claim

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

How we settle Home claims

We'll normally pay our supplier the necessary and reasonable cost to repair, replace or rebuild the damaged parts of the home to a condition substantially the same as, but not better than, when new. Where this happens, you'll receive our Lifetime guarantee on home repairs.

If you don't use our supplier

We will pay you the reasonable cost to repair, replace or rebuild the damaged parts of your home to a condition substantially the same as but not better than when new if, for example:

- you decide to:
 - rebuild to a better standard; or
 - sell the land at the site; and/or
 - rebuild elsewhere;
 - if it's not practical for us to repair, replace or rebuild your home due to the age, policy limit, inadequate sum insured, construction or condition of your home or if materials needed for repairs are not readily available;
 - if you choose to go with a supplier (which includes a repairer or builder) of your choice.
-

To assess the cost of the necessary work required to repair, replace or rebuild the damaged parts of your home we will, where possible, obtain a scope of works and a quote from our supplier. If you agree with this, we will then pay you the amount quoted by our supplier.

If you're not happy with the amount quoted by our supplier, or if we're unable to obtain a scope of works from our supplier, we'll ask you to provide us with a fully itemised scope of works and quote from a supplier of your choice for us to consider. We'll review these to ensure they cover the necessary work and are within market rates. To determine this, we'll consider the following:

- our supplier's scope of works and quote (if we were able to obtain it);
- our own data and experience with similar repairs, replacements or rebuilding;
- third party cost estimation sources; and
- your circumstances, including the location and attributes of your home.

Following our review, we'll do one of the following:

- If we believe your supplier's scope of works and quote cover the necessary work and are within market rates, we'll pay you the amount quoted by them.
 - If we believe your supplier's scope of works either omits or overstates aspects of the work required or their quote is significantly above market rates, we'll discuss this with you and/or them and seek agreement on the scope of works and quote.
 - If we come to an agreement with you or your supplier, we'll pay you the amount agreed.
 - If we're still unable to agree with you on the amount we'll pay you, we'll attempt to obtain a scope of works, quote or report (as required) from an alternative supplier we both agree on, and we'll review these together with you to arrive at a final scope of works and quote. If we're able to come to an agreement, we'll pay you the amount quoted by them.
 - If we're unable to agree on an alternative supplier, we believe the alternative supplier's scope of works either omits or overstates key aspects of the work required, or we believe their quote is significantly above market rates, we'll refer you to our complaints process.
-

When we pay you the reasonable cost to repair, replace or rebuild the damaged parts of your home, you will not be eligible for our Lifetime guarantee on home repairs because we won't have appointed the supplier or managed the works.

If your home sum insured is inadequate, we will only pay up to the sum insured or any applicable standard policy limits.

Building costs

Whether we arrange the repairs, replacement or rebuilding or pay you the cost to complete the repairs, replacement or rebuilding we'll also pay the necessary and reasonable costs as part of your home sum insured:

- to temporarily protect your site (this includes preventing access to limit the risk of theft, weather damage and injury);
 - for demolition;
 - to remove debris from your site;
 - for an architect or surveyor; and
 - to comply with current building codes and statutory requirements.
-

Undamaged parts of your home

We won't pay for any undamaged parts of your home, even to restore those undamaged parts to achieve a uniform appearance, other than to the extent set out in the table below in relation to internal home damage:

External home damage	
Damage to roofs, doors, gates and fences	We'll only repair or replace the individual tiles, roof sheeting, doors, gates or fence panels that were damaged.
Damage to external walls	We'll only repair or replace the part of the wall that was damaged.
Paths/driveways/tennis courts etc.	We'll only repair or replace the areas that were damaged.

Internal home damage	
Damage to internal flooring (excludes carpets - these are covered as contents)	<p>We'll pay to repair or replace up to an existing change or join in the flooring, or an archway, doorway or similar opening, whichever is closest to the damage.</p> <p>We'll consider a combined lounge/dining room as one room if the opening between them is more than 82cm wide. This is a common width of a doorway.</p> <p>We won't pay to replace any undamaged materials in any other adjoining rooms, hallways or stairwells.</p>
Damage to internal walls	We'll pay to repair or replace the damaged wall(s). We won't pay to replace the wall covering, for example wallpaper or paint on any adjoining walls or in any adjoining rooms, hallways or stairwells.
Damage to internal fixtures/fittings	We'll pay to repair or replace fitted cupboards, sections of cabinets and sections of benchtops if they are continuously joined to, and made of the same material as, the damaged part.

Matching materials

If part of your home is damaged or destroyed by a Specified Event and your claim is accepted, or one of our suppliers has caused damage during exploratory work to locate the source of escaped water or other liquid, we'll match existing materials if they're commercially available in Australia when we repair, replace or rebuild the damaged property.

If not, we'll use the nearest equivalent materials that we can source locally. In this case, if the damage is inside your home, we will also pay up to \$1,000 to replace undamaged parts of the same room, hallway or stairwell (to the nearest doorway, archway, or other opening) so that it matches or complements the materials we've used. We'll consider a combined lounge/dining room as one room if the opening between them is more than 82cm wide (this is a common width of a doorway). If you're not satisfied with the nearest equivalent materials we source, we will pay you what it would have cost to repair, replace or rebuild with these materials.

Delays in repairing, replacing or rebuilding

If you delay repairing, replacing or rebuilding, for example by unreasonably delaying to review and approve documents necessary to effect the repair, replacement or rebuilding, for more than six months from the date when the claim was approved, we'll only pay the reasonable cost that would have been incurred to repair, replace or rebuild your home at the time the claim was approved. You may have to pay any increase in cost caused by your delay.

If you believe that, due to special circumstances, you have a reason to delay the repair, replacement or rebuilding for more than six months, we will give consideration to those circumstances, and we may:

- not charge you for any increase in cost caused by the delay; or
- pay the reasonable cost that would have been incurred to repair, replace or rebuild your home at the time the claim was approved.

Rebuilding at an alternative location

If your home is a total loss, you may choose to rebuild at another site in Australia. We won't pay you more than it would have cost to rebuild at your site.

Lifetime guarantee on home repairs

We closely monitor the performance of our suppliers to help ensure the best outcome for our insureds. This enables us to guarantee that if we have:

- selected and authorised a supplier to replace, repair or rebuild your home; and
- paid, or have a legal liability to pay, the supplier, repairer or builder directly for this work;

and a defect arises in the lifetime of your home as a result of poor-quality workmanship or use of incorrect or poor-quality materials, we'll rectify the problem by arranging, authorising and paying for further replacement, repair or rebuilding.

If we have selected and authorised a supplier to replace, repair or rebuild your home and the work requires rectification to such an extent that your home is unfit to live in, we'll arrange and pay the reasonable costs of temporary accommodation until the home is fit to live in.

We will also handle any complaint about the quality or timeliness of the work or conduct of the supplier as part of our complaints handling process.

This guarantee does not apply to:

- replacements, repairs or rebuilding that you arrange, authorise or make yourself (even if we give you the name of a possible supplier (which includes a repairer or builder) who is involved with the repair, replacement or rebuilding);
 - home replacement, repairs or rebuilding that you arrange, authorise or make yourself (even if we give you or a supplier a cheque or other form of payment for all or part of the repair cost);
 - loss, damage or failure of any electrical or mechanical appliances or machines that form part of your home; or
 - wear and tear consistent with normal gradual deterioration (e.g. paint peeling as part of its normal life cycle, wood rotting or mould from moisture in the air or ground, roofs weathering or a hot water system leaking as a result of normal gradual deterioration).
-

Fences

When a claim has been accepted for damage to a shared or dividing fence, we will pay no more than your proportion of costs for the repair or replacement in accordance with the relevant legislation relating to dividing fences, for example Dividing Fences Act or Dividing Fences and Trees Act or any similar legislation. Typically, your proportion of the cost will be 50% of the repair or replacement cost of the fence.

If there is no legislation in place in relation to the amount that you are liable for, with respect to the repair or replacement of dividing fences, then we will pay no more than 50% of the cost of repair or replacement of the shared or dividing fence.

However, we will pay the full cost to repair, rebuild or replace the fence if:

- there's no neighbour who is liable to share the cost of repairing, rebuilding or replacing the fence; or
- the damage to the fence was caused by an Insured Event at your site and you're liable to pay the full cost of repairing, rebuilding or replacing the fence.

We will pay no more than the cost to repair, rebuild or replace a fence of the same quality and specification as the fence which was damaged.

The most we'll pay

The most we'll pay is your home sum insured plus any Additional Benefits payable on top of the home sum insured, less any applicable excesses.

Your home sum insured may be increased through the application of the 'Inflation adjustment benefit' or if eligible, the 'Home Sum Insured Safeguard'.

Special benefit - Home sum insured safeguard

If the cost to repair or replace your home is greater than your home sum insured, then we will pay up to 30% more than your home sum insured shown on your Policy Schedule to either:

- 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.
-

This Special benefit applies only if:

- (a) this Policy insures your home, and
- (b) your home is so damaged by an event that is insured by this Policy that it is considered to be a total loss, and
- (c) the cost to repair or replace your home is greater than your home sum insured because either,
 - (i) the increased cost of repairing damage to your home was caused directly by a Catastrophic event, or
 - (ii) you correctly used the QBE Home Building Sum Insured Calculator on the QBE Website located at www.qbe.com.au/isc to calculate your Home sum Insured and the calculator estimated an inadequate sum insured for your home, provided;
 - › that you can demonstrate that you correctly used the QBE Home Sum Insured Calculator to determine your home sum insured, and
 - › your home is substantially the same as when you used the QBE Home Sum Insured Calculator (for example, you have not added to nor extended your home), and
 - › you have not reduced any sum insured that we have offered on any renewal invitation since you used the QBE Home Sum Insured Calculator.

Catastrophic event means a suddenly occurring, major, natural disaster that is insured by this Policy, where the resultant damage to property in the vicinity of your home and generally is so extensive and widespread that the resultant surge in demand for the materials and labour required to repair buildings causes a surge in the prices of building repairs.

This Special benefit only relates to the home. It does not apply to any other insured property, Policy section, Additional benefit or other Policy feature.

How we settle Contents claims

In this section when we say 'Contents' in the context of settling your claim, we're referring to contents including, "Contents with Limits".

If a damaged item can be repaired, we'll normally pay our repairer the necessary and reasonable cost to repair your contents item to a condition substantially the same as, but not better than, when new.

If it's not economical to repair the item, or it's been lost or stolen, we'll replace the item with a new one that's substantially the same where it's practical to do so.

If the policy limit, maximum limit or sum insured is not adequate to repair or replace the item to a condition substantially the same as when new, the most we will pay is the item limit or sum insured.

If you don't use our repairer, or we can't repair or replace the item

We will pay you the reasonable cost to repair or replace the lost, stolen or damaged contents to a condition substantially the same as, but not better than when new if, for example:

- you decide to replace those contents with items that are not substantially the same;
- you decide you do not want the contents repaired or replaced;

If you don't want an item repaired we will not pay to replace it; we'll pay what it would have cost to repair it. See 'How we determine the amount we'll pay if the item is repairable'.

- if it's not practical for us to repair or replace your contents due to the age, style, type, condition or nature of your contents or if materials or skills needed for repairs are not readily and locally available;
- if you choose to go with a repairer of your choice.

If the policy limit, maximum limit or sum insured is not adequate to repair or replace the item to a condition substantially the same as when new, the most we will pay is the item limit or sum insured.

How we determine the amount we'll pay if the item is repairable

To assess the necessary work required to repair damaged contents items we will, where possible, obtain a report or quote from our repairer. If you agree with this, we will then pay you the amount quoted by our repairer.

If you're not happy with the amount quoted by our repairer, or if we're unable to obtain a report or quote from our repairer, we'll ask you to provide us with a report or quote from a repairer of your choice for us to consider. We'll review this to ensure it covers the necessary work and is within market rates. To determine this, we'll consider the following:

- our repairer's report or quote (if we were able to obtain it);
- our own data and experience with similar repairs;
- third party cost estimation sources; and
- your circumstances, including the location and attributes of your contents.

Following our review, we'll do one of the following:

- If we believe your repairer's report or quote covers the necessary work and is within market rates, we'll pay you the amount quoted by them.
 - If we believe your repairer's report or quote either omits or overstates aspects of the work required or their quote is significantly above market rates, we'll discuss this with you and/or them and seek agreement on the report or quote.
 - If we come to an agreement with you or your repairer, we'll pay you the amount agreed.
 - If we're still unable to agree with you on the amount we'll pay you, we'll attempt to obtain a quote or report from an alternative repairer we both agree on, and we'll review this together with you to arrive at a final quote. If we're able to come to an agreement, we'll pay you the amount quoted by them.
 - If we're unable to agree on an alternative repairer, we believe the alternative repairer's report or quote either omits or overstates key aspects of the work required, or we believe their quote is significantly above market rates, we'll refer you to our complaints process.
-

If the policy limit or sum insured is not adequate to repair or replace the item to a condition substantially the same as when new, the most we will pay is the item limit or sum insured.

How we determine the amount we'll pay if the item is not repairable

For replacement items that are readily available including tools, devices and appliances, we will pay you an amount equal to the lowest price available to you from a reputable commercial retailer at the time we settle the claim.

If an item is not readily available, we'll pay you an amount equal to the lowest price available to you from a reputable commercial retailer at the time we settle the claim for an equivalent item with similar specifications and functionality.

How we determine the amount we'll pay if the item can't be replaced

If we can't repair the item, or it can't be replaced because of its antiquity or rarity, we'll pay the lesser of:

- the standard policy limit or, if it's a Specified Contents item or a Specified Valuables item, the specified limit noted on your Policy Schedule; and
- the fair market value based on enquiries made to independent and appropriately experienced or qualified professionals.

If your contents sum insured is inadequate, we will only pay up to the sum insured or any applicable standard policy limits.

The most we'll pay

The most we'll pay in total for your contents is your contents sum insured, plus any Additional benefits payable on top of the contents sum insured, less any applicable excesses.

Your contents sum insured may be increased through the application of the Inflation adjustment benefit.

There are limits on what we'll pay for some individual contents items:

- the standard policy limit, where applicable (see **Contents with limits**);
-

- the specified item limit shown on your Policy Schedule for items you have listed as Specified Contents;

less any applicable excess(es).

The most we'll pay for your Specified Valuables is the sum insured shown on the Policy Schedule against the Specified Valuables item less any applicable excess(es).

We treat the following items differently when we pay your claim:

Item	What we pay
Carpets	<p>We'll pay to repair or replace up to an existing change or join in the carpet or an archway, doorway or similar opening, whichever is closest to the damage.</p> <p>We'll consider a combined lounge/ dining room as one room if the opening between them is more than 82cm wide. This is a common width of a doorway.</p> <p>We won't pay to replace any undamaged carpet in any other adjoining rooms, hallways or stairwells.</p>
Photographs and videos	<p>We'll pay for reproducing videos and hard copy photographs you have purchased from, or had produced by, a professional photographic business if the necessary electronic data is available. We do not pay to reconstruct any circumstances or conditions.</p>

Item	What we pay
Sets or pairs	<p>If we can't repair an item which forms part of a set or pair or it can't be replaced because:</p> <ul style="list-style-type: none"> • we're unable to reasonably match it; or • the functionality of the set or pair is lost (e.g. hearing aids/sporting equipment) <p>you can choose to either:</p> <ul style="list-style-type: none"> • surrender the remaining item(s) to us, in which case we'll pay the replacement value of the set or pair, up to any applicable limit; or • keep the remaining item(s), in which case we'll pay the replacement value of the lost or damaged item. <p>We don't allow for any special value the item may have as forming part of a set or pair, or for any reduction in value of the remaining part(s).</p>
Software	<p>If a claim is accepted 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.</p>

Excesses

An excess is the amount which you may have to pay each time you make a claim. If following an incident more than one (1) excess applies, you will have to pay the total of all the excesses that apply to you. If your claim comprises of more than one (1) incident, you will have to pay the applicable excesses for each incident.

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

Where a maximum limit is applicable under 'Contents with Limits', the excess will be applied to the claim prior to applying the maximum 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 maximum limit would apply. If a \$500 excess was applicable, this would be applied to the \$6,000 claim, rather than the \$5,000 maximum limit. Therefore, \$5,000 would be payable.

If the ring had been specified for \$6,000, we would pay \$5,500 - the \$6,000 claim less the \$500 excess.

If the stolen ring was worth only \$1,000, we would pay \$500 - \$1,000 less the \$500 excess.

For earthquake and tsunami claims the excess is \$250, or, the excess amount shown on your Policy Schedule, whichever is greater. All damage caused by earthquake or tsunami, occurring within 7 days of the first damage occurring, will be regarded as damage resulting from one incident. If any earthquake or tsunami damage occurs after that, each subsequent 7 day period in which damage occurs will be regarded as a separate incident. An excess applies for each incident.

When you won't have to pay an excess

You won't have to pay an excess if a claim is accepted as a result of damage that renders your home, contents or both a total loss.

What happens after a total loss?

Home and/or contents

Cover ends when your claim has been accepted. However, we'll still pay for Additional Benefits if they apply to your cover, they are directly connected to the total loss and they continue to be relevant.

Valuables

Cover under the Valuables section of the Policy is exhausted and comes to an end for specified valuables, when your claim has been accepted.

If you want to insure any replacement items as Specified Valuables, then you will need to ask us. If we agree and you pay the additional premium, it will be shown on your Policy Schedule.

Your premium after a total loss

If you paid your premium annually there is no premium refund.

If you paid in instalments - you will still need to pay the total of any remaining premium instalments for the period of insurance. If your Policy comes to an end, depending on how we settle your claim, we will either deduct the total of all remaining instalments from your claim settlement or we will ask you to pay the total to us.

The total premium is payable and non-refundable because you have received the benefit of the cover we provide under the Policy.

How claims administration and legal proceedings are undertaken

If you suffer loss or damage due to an incident for which someone else is responsible, you may have a legal right to recover some or all of the loss or damage from that person, including by taking legal action against them. When we pay a claim under your Policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage. We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence.

When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance. This may include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid. You must not enter into any agreement with anyone else which could limit the amount that could be recovered, including joining class action proceedings, without our permission.

When we pay a claim and some of your loss isn't covered by your Policy, we may offer to try to recover that loss for you when we take any steps to recover the covered loss. We can only do so if you agree to give us documents and statements that support your loss and agree with us on how we'll handle that recovery. You may also need to contribute to the associated costs if, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take.

If we successfully recover more than we paid for your claim under your Policy, we will first keep the amount we paid for your claim and the amounts we paid in administrative and legal costs spent towards making the recovery. If there is any amount remaining after this, we will pay you the remainder to compensate you for loss that was not insured. Finally, we will keep any remaining amounts.

If we determine that you've received a benefit under your Policy that you were not entitled to, we reserve the right to recover from you the amount we have paid. If we decline a claim for fraud, we reserve the right to recover any amounts we paid to you under the Policy as well as our reasonable administration, investigation and legal costs from anyone at fault in relation to the fraud.

When your legal liability claim has been accepted, we may:

- arrange for a lawyer to represent you or we may act on your behalf;
- attempt to settle the claim; and/or
- defend the claim.

We will decide whether to defend or settle the claim and how much to pay to settle the claim.

What can affect a claim

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

We may refuse to pay a claim, or reduce the amount we pay, 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 (1) 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.
-

Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to you or any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

Lender's rights

If we're settling your claim by paying you (instead of paying our repairer or other service providers), and you have used all or part of your home or contents as security for a loan from a lender, we reserve the right to pay all or part of the payment to the lender.

The amount we pay to the lender will be the lesser of:

- the amount owing to them (with any balance paid to you); or
- the amount we agree to pay in settlement of the secured property.

A payment made to a lender will satisfy our obligation to you for the amount paid.

For more information about other interests in your Policy, see **Interests in the policy**.

Claim payments and GST

We pay claims inclusive of GST unless the owner of the property is a business which is, or needs to be, registered for GST. In that case, we'll reduce the amount we pay to settle the claim by the Input Tax Credit amount to which they are, or would be, entitled. If they fail to disclose or understate their entitlement, they may be liable for GST on a claim we pay.

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

Unless we say otherwise, all amounts in your Policy are inclusive of GST.

Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by your Policy that you won't hold them responsible then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.

Providing proof of ownership and value

In some cases we will ask you for proof that you owned the items you're claiming for and for documents or other information to assist us in assessing their value. Whether we ask for proof and, if we do, the types of documents we ask for may depend on the situation. So your claim can be assessed, make sure you keep things like:

- receipts or tax invoices;
- credit card or bank statements;
- guarantee or warranty certificates;
- valuation certificates for jewellery, collections and artworks; and
- photographs or video film of the item(s) in your home or being worn by you.

If, after reviewing all the evidence about your claim that has been provided to us, we're not satisfied that you actually owned the items, we may refuse to pay your claim.

If, however, your proof of ownership was destroyed in a fire, we may accept other evidence of ownership.

Salvage

If we pay a claim by replacing or paying to replace any items or materials, we're entitled to obtain and retain any items or materials salvaged or recovered. We may sell the items or materials and keep the proceeds. If you ask us, we may agree to sell the items or materials to you, provided you agree to pay the fair market value. This is the price we could get if we sold the items or materials to someone else who is willing and able to buy them. If there is no market for the items or materials, then we will base the amount on enquiries made to appropriately experienced or qualified third party professionals.

Other terms

These other terms apply to how your Policy operates.

Cancelling your Policy

You can cancel your Policy at any time by telling us. We can cancel your Policy as permitted by law, for example if you do not pay us your premium, or if you told us something that you knew to be incorrect or untrue during your application for cover. We can also cancel your Policy if your circumstances change and no longer fall within our underwriting rules. See 'Tell us when these things change'.

If you've paid your premium in advance and your Policy is cancelled, we'll refund you the proportion of the premium for the remaining period of insurance, minus any non-refundable government fees, duties or charges. But see 'Cooling off period' where you may be entitled to a full refund.

If you make a fraudulent claim on your Policy, we can cancel it and we won't provide any refund.

When there is more than one insured

When there is more than one insured on your Policy, we may treat what any one of them says or does in relation to your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel your Policy or tell us where a claim payment should be paid.

Sending you documents

We may send letters, policy and other related documents to you. If we email them to you, we'll consider the email to be received by you 24 hours after we send it.

Please make sure we have your current email and mailing address on record and let us know as soon as these change.

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