

SUPERIOR HOME

INSURANCE PRODUCT DISCLOSURE STATEMENT AND POLICY

with Flood Cover



About Austbrokers

This policy is distributed by insurance brokers who are licensed Partners of AUB Group Limited ABN 60 000 000 715.

The Austbrokers Network was established in 1985 to give individual insurance brokers the opportunity to enjoy the benefits of a larger group, yet still maintain that all important feel of independence. With a total turnover of over \$2.5Bn in general insurance premiums the Austbrokers Network ranks within the top general insurance broking groups in Australia.*

AUB Group Limited (“Austbrokers”) has entered into an arrangement with Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance to develop financial products and services that are distributed by Austbrokers members.

For further information about Austbrokers Network please visit www.aubgroup.com.au

* Current as at 31 December 2014.

ACCIDENTAL DAMAGE

INSURANCE PRODUCT DISCLOSURE
STATEMENT AND POLICY WITH
FLOOD COVER

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About This Booklet

This booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. The PDS contains information about costs, our dispute resolution system, your cooling-off rights and other relevant information, including other rights, terms, conditions, exclusions and obligations attaching to this product. Please read this booklet carefully.

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

You should keep your policy booklet and policy schedule together in a safe and convenient place for future reference.

Our agreement with you

This PDS and the policy schedule form the legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as set out in the policy, during the period of insurance shown on your policy schedule or any renewal period. Please keep them in a safe place for future reference.

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

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

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

About Insurance Australia Limited trading as CGU Insurance

CGU is one of Australia's largest intermediary-based general insurers, offering a comprehensive range of commercial, rural and personal insurance products. Today, CGU is proud to be part of Australasia's leading general insurance group, Insurance Australia Group.

Insurer

The policy is underwritten by Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance.

How to contact us

You may contact us by any of the following ways:

- in person at any CGU Insurance office
- by telephone on 13 24 81 (13CGU1)
- by writing to us at CGU Insurance, GPO Box 9902 in your capital city
- by email on our website cgu.com.au

The cost of this insurance policy

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

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

Some factors that impact the calculation of your premium include; where the buildings or contents are located, the sum insured and your previous insurance and claims history.

If we are unable to issue your insurance when we receive your application, we are required to hold your Premium in a trust account on your behalf until your insurance can be issued. We will retain any interest payable by our bank to meet, among other things, bank fees and other bank costs we incur in operating the account.

Your responsibilities to us

There are responsibilities that you must meet when you are insured with us.

New business

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

When answering our questions you must be honest.

Who you are answering the questions for

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

If you do not answer our questions in this way

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

How CGU protects your privacy

We use information provided by our customers to allow us to offer our products and services. This means we may need to collect your personal information, and sometimes sensitive information about you as well (for example, health information for travel insurance). We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

CGU will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with companies within our group, government and law enforcement bodies if required by law and others who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our Privacy Policy located at cgu.com.au/privacy. Alternatively, contact us at privacy@cgu.com.au or 13 15 32 and we will send you a copy. We recommend that you obtain a copy of this policy and read it carefully.

By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in this policy.

Our Privacy Policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.

General Insurance Code of Practice

The purpose of the Code is to raise standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to commit us to high standards of service
- to promote better, more informed relations between us and you
- to maintain and promote trust and confidence in the general insurance industry
- to provide fair and effective mechanisms for the resolution of complaints and disputes between us and you, and
- to promote continuous improvement of the general insurance industry through education and training.

Our commitment to you

We have adopted and support the Code and are committed to complying with it.

Please contact us if you would like more information about the Code.

How to resolve a complaint or dispute

1. Talk to us first

If you have a complaint, the first thing you or your insurance adviser should do is speak to one of our staff. If your complaint relates specifically to a claim, speak with the claims officer managing your claim.

If the staff member or claims officer are unable to resolve the matter for you, you or your insurance adviser may speak to a manager. The manager will usually provide you with a response to your complaint within 15 days. If the timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with you alternative timeframes. If you are not satisfied with our response or we cannot agree with you on alternative timeframes, you can go to step 2.

2. Seek a review

If the matter is still not resolved, the manager will refer you or your insurance adviser to the relevant dispute handling department or area who will conduct a review of your dispute and will usually provide you with a response to your dispute within 15 business days. If the timeframe is impractical, we will discuss with you alternative timeframes.

If you are still not satisfied with our response to your dispute or we cannot agree on alternative timeframes, you can go to step 3.

3. Seek an external review

You are entitled to seek an external review of our decision. We will provide you with information about options available to you, including, if appropriate, referring you to the external dispute resolution scheme administered by the Australian Financial Complaints Authority (AFCA). The AFCA is contactable on 1800 931 678 (free call).

You will not be able to have your dispute resolved by the AFCA if you are not eligible under the AFCA's Terms of Reference.

Further information about our complaint and dispute resolution procedures is available by contacting us.

Financial Claims Scheme

You may be entitled to payment under the Financial Claims Scheme in the event that Insurance Australia Limited trading as CGU Insurance becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from <http://www.fcs.gov.au>.

How to make a claim

Please contact us to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim. Full details of what you must do for us to consider your claim are provided at the end of this booklet.

Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you must notify us in writing within 21 days from the date the policy commenced.

This cooling-off right does not apply if you have made or are entitled to make a claim.

Intermediary remuneration

Insurance Australia Limited trading as CGU Insurance pays remuneration to insurance intermediaries when we issue, renew or vary a policy the intermediary has arranged or referred to us. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration we may pay your intermediary, you should ask your intermediary.

When you are covered

Your insurance begins when we accept your application. The commencement date of your insurance will be shown on the schedule we will send you.

We will not cover your buildings or contents for loss or damage as a result of flood within 14 days (336 hours) of the start date of this policy, **unless**:

- you took out your insurance with us immediately after another insurance policy covering flood and insuring the same building or contents expired, without a break in cover.

We will not cover your buildings and your contents for a period of 48 hours from the time of the commencement of your insurance for loss or damage caused by:

- bushfire or grassfire, **or**
- a named cyclone.

We will provide cover however if:

- this insurance commences directly after another insurance policy covering the same property expired without a break in cover
- you have entered into a contract of sale to purchase the property
- you have entered into a contract to lease the property.

The insurance applies for the period for which you have paid us (or agreed to pay us) the premium.

You may pay your premium by cash, cheque or credit card. If your cheque or credit card is dishonoured by your financial institution, you are not insured.

You can also pay your premium by instalments direct from a financial institution account or from your credit card. You cannot make a claim under this policy if you owed us more than one month's premium when the event you want to claim for happened.

If you pay your premium by instalments and you are more than one month behind, we can cancel your policy without notice.

If you have a total loss, we shall deduct the instalments for the remaining period of insurance from the amount we pay you.

Words With Special Meanings

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

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

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

catastrophic event or emergency

a suddenly occurring, major, natural disaster that is insured this policy, where the resultant damage to property in the vicinity of your buildings 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.

damage

any form of physical harm to the insured property but does not include wear and tear.

excess

the first amount of any claim, which is your responsibility to contribute. We deduct the excess shown in this PDS or policy schedule from the amount of your claim. When a sub-limit is applicable, the excess will be applied to the claim prior to applying the sub-limit.

flood

flood means the covering of normally dry land by water that has escaped or been released from the normal confines of: (a) any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or (b) any reservoir, canal or dam.

negotiables

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

occupied

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

To be occupied the buildings must:

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

period of insurance

the period shown on the 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.

situation

the address shown on your policy schedule where your buildings are located or your contents are kept.

we, our or us

Insurance Australia Limited ABN 11 000 016 722
AFSL 227681 trading as CGU Insurance

you or your

the person(s), companies or firms named on the current policy schedule as the 'Insured'.

your family

any member of your family who lives permanently with you, including your partner. Student children of yours or of your partner, boarding at school or university.

Cover For Your Buildings And Contents

This part of the policy contains the following three sections:

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

Section 1

What 'Buildings' And 'Contents' Mean

Buildings

Your policy schedule indicates whether your buildings is insured and the sum insured.

What 'buildings' means

Your 'buildings' are the dwelling used entirely or primarily as a place of residence at the situation shown on the policy schedule.

'Buildings' includes the following:

- d) outbuildings, fixtures and structural improvements including in-ground swimming pools, tennis courts, in-ground spas, saunas, jetties and pontoons, all of which are used for domestic purposes
- e) fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings
- f) 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
- g) landscaping, paved pathways and paved driveways, free standing walls, retaining walls, fences and gates entirely or partly on the situation.

What 'buildings' does not mean

'Buildings' 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, boarding house or buildings of flats

- 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 temporary building or structure
- g) trees, shrubs and any other plant life including grass or lawns, soil, sand, gravel, bark or mulch
- h) dams.

Contents

Your policy schedule indicates whether your contents are insured and the sums insured.

The total contents sum insured consists of:

- a) a sum insured for contents, **and**
- b) a sum insured for special contents.

Special contents are items of particular value that you have individually listed as specified items and that are listed on the policy schedule under 'Special Contents'.

What 'contents' means

'Contents' means, items (a) to (g) below, while they are at the situation, 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), curtains and internal blinds, personal effects, cash, coins and negotiables
- b) articles of special value which you have listed on the policy schedule under 'Special Contents'
- c) if you live in a strata title building, the internal paintwork, wallpaper and any fixture or structural improvement within or attached to that residence which the Body Corporate is not required by law to insure
- d) if you are a tenant, landlord's fixtures and fittings for which you are legally liable and fixtures and fittings installed by you for your own use

e) any of the following equipment if it does not require registration:

- golf buggies
- motorcycles or quad bikes up to 250cc engine capacity
- garden equipment, **or**
- motorised wheelchairs or mobility scooters.

f) canoes, surfboards, surfskis or sailboards, and

- any other watercraft up to four (4) metres in length.

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

A watercraft motor:

- not attached to a watercraft, **and**
- at the situation,

will be treated by us as a watercraft accessory.

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

What contents does not mean

'Contents' does not include:

- a) fish, birds or animals of any description
- b) trees, shrubs and any other plant life (other than pot plants)
- c) any caravan or trailer
- d) motorised vehicles other than those listed in point (e) under the heading 'What contents means'
- e) watercraft other than those listed in point (f) under the heading 'What contents means'
- f) aircraft or their accessories (other than a non-pilotable model aircraft)
- g) accessories or spare parts, keys or remote locking or alarm devices of motor vehicles (including motorcycles and motor scooters), caravans, trailers 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) your buildings or any part of your buildings
- k) pedal cycles while they are used for racing or pacemaking.

Section 2

Cover For Your Buildings And Contents – Accidental Damage

What you are insured against, and what you are not

You are insured against, accidental loss or damage (including the Specified Events listed below) to your buildings, contents belonging to you, your family or for which you or they are legally responsible or both at the situation during the period of insurance.

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

Specified events

‘Specified Events’ means loss or damage directly caused by the following events (a) to (s):

- a) fire
- b) lightning
- c) thunderbolt
- d) explosion
- e) implosion
- f) earthquake or tsunami
- g) subterranean fire
- h) volcanic eruption
- i) impact (‘impact’ means a collision of two or more objects)
- j) aircraft and/or other aerial devices and/or articles dropped from them
- k) sonic boom

- l) theft
- m) breakage of glass
- n) the acts of persons taking part in riots or civil commotion or of strikes or of locked-out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising
- o) falling objects
- p) water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes
- q) storm, flood, tempest, rainwater, wind, hail, tornado, cyclone or hurricane, freeze or weight of snow
- r) power surge
- s) deliberate or malicious acts.

You are not insured against theft and deliberate or malicious acts caused by tenants or tenant's visitors or a tenant's family.

Whether you have selected cover for your buildings, contents or both is shown on your policy schedule.

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

In addition, you are insured for loss or damage to your buildings, contents or both at the situation, 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) Mechanical and electrical breakdown</p> <p>Mechanical breakdown means:</p> <p>Any sudden and unforeseen physical loss or damage which may include (but not limited to) the actual fusing, breakdown, seizing, deformation or explosion of any part of the insured item of machinery which is sufficient to prevent the machinery undertaking its normal operation.</p> <p>b) If your buildings are insured by this policy, we pay for loss or damage caused by mechanical or electrical breakdown to built in:</p> <ul style="list-style-type: none"> • air conditioners and coolers, fans • dishwashers, spas and pool filter motors • vacuum cleaners, security gates or garage doors. <p>If your contents are insured by this policy, we pay for loss or damage caused by mechanical or electrical breakdown to:</p> <ul style="list-style-type: none"> • refrigerators, freezers, washing machines, clothes dryers • portable air conditioners and coolers, portable fans • portable vacuum cleaners, spa and pool filter motors, if the spa or pool motor is not built-in or portable dishwashers • water pumps used for domestic purposes. 	<p>The mechanical or electrical breakdown of:</p> <ul style="list-style-type: none"> • radios, stereos, CD players or amplifying equipment, televisions, video players • recorders or cameras, microwave ovens • equipment or motors under manufacturer's guarantee or warranty • or any item which is more than 15 years old or fusion of electric motors more than 20 years old from date of purchase or motor rewinding. A 20 per cent p.a. Depreciation applies to the total repairs cost for each year over 15 years old but not exceeding 90 per cent of the total cost after applying your excess applicable.

You are insured against	But not
<p>c) Spoilage of food</p> <p>d) If this policy insures your contents, we also pay for spoilage of food in domestic refrigerators or freezers at the situation caused by:</p> <ul style="list-style-type: none"> • breakdown of the refrigerator or freezer • failure of the electricity supply • contamination by lubricant oil or refrigerant • accidental damage to the refrigerator or freezer. 	<p>Spoilage as a result of:</p> <ul style="list-style-type: none"> • strikes • intentionally switching off or disconnecting the electricity supply.

How we will pay

Buildings

a) At our option we:

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

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

b) You may choose to have the buildings replaced at another situation, but we do not pay more than for the insured situation.

- c) If your buildings are damaged beyond economic repair and you do not commence rebuilding within six (6) months of the damage occurring (or any other period which we agree with you in writing), you may have to pay any increase in cost caused by your delay.
- d) If part of your buildings are damaged and we agree to pay your claim, we pay only for the part or parts of the buildings that actually sustained damage. We do not pay to replace any undamaged materials.

However, if:

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

then we will replace both the damaged and undamaged material.

Example 1

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

In addition, we would pay for damage sustained in locating the leak (Additional benefit 25).

Example 2

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

- e) Where materials that are required to settle a claim that we agree to pay are not commercially available in Australia, at our option, we will:
- replace the materials with the nearest equivalent or similar new materials available in Australia or overseas, **or**
 - pay the cost to replace the materials with the nearest equivalent or similar new materials available in Australia or overseas.
- f) If we agree that the cost to repair or replace your buildings is greater than your buildings sum insured, then we will pay up to 30 per cent more than your buildings sum insured but only if:
- this policy insures your home, **and**
 - your home is so damaged by an event that is insured by this policy that it is considered by us to be a total loss, **and**
 - the cost to repair or replace your home is greater than your home sum insured because the increased cost of repairing damage to your home is caused directly by a Catastrophic Event or Emergency.

Example (does not include costs necessary to meet the requirements of any statutory authority)

Your building sum insured	\$200,000
Cost to rebuild your building immediately prior to event	\$250,000
Cost to rebuild your building immediately after the event	\$270,000
Benefit payable	\$20,000

Contents

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

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

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

Contents where a maximum limit applies	Maximum limit
a) Items of jewellery, gold or silver articles, furs, watches, collections of coins, stamps or medals.	\$10,000 per item and in total 25 per cent of the sum insured for unspecified contents
b) Equipment used by you or your family for earning income.	\$10,000 in total Including business stock kept temporarily in the buildings
c) Accessories, or spare parts of motor vehicles (including motorcycles 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 and \$4,000 in total
d) Cash, coins, negotiables or bullion.	\$2,000 in total
e) Data stored on any computer disk or tape (including cost of data restoration).	\$1,000 in total

Note

Where an item could be classified under more than one of the above maximum limits, (a) through to (f), the lower or lowest limit applies. For example, if an item of unspecified, antique jewellery worth \$11,000 was stolen from the buildings and we agreed to pay the claim, the maximum limit of \$10,000 for jewellery would apply even though there is no sub-limit for antiques. If the item has been specified for \$11,000, then we would pay up to \$11,000 to replace the item. The sum we pay you would be subject to any applicable excess.

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

Antiques

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

For example

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

f) Floor and wall coverings, blinds and curtains

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

g) Pairs and sets

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

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

If you elect not to surrender the remaining article(s) of the pair or set to us, then we pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a pair or set, or for any reduction in value of the remaining part or parts.

We will only pay the cost of replacing the item even though the pair or set to which it belongs is less valuable because it is incomplete.

Section 3

Cover For Your Legal Liability

What you are covered against

If this policy covers your buildings

If this policy covers your buildings or, if the buildings are 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) 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 buildings or occupancy of the buildings.

In this section, we include the bordering footpath, land, trees, shrubs and other plant life on the situation as part of your buildings.

If this policy covers your contents

If this policy covers your contents and, the buildings are 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) 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 buildings.

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

Personal injury means:

- a) bodily injury, death, sickness, disease, shock, fright, mental anguish, psychiatric or psychological disorder or mental injury
- b) the publication or utterance of libellous or slanderous comments.

'Personal injury' does not include the publication or utterance of a libel or slander:

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

Property damage means:

- a) physical damage to, or loss or destruction of, tangible property including any resulting loss of use from the damage or destruction
- b) loss of use of tangible property, which has not been physically damaged or destroyed, provided the loss of use is as a direct result of an occurrence.

Additional benefits – liability

These additional benefits apply only when you occupy the buildings 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:
 - 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 or mobility scooters
 - 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:

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

during the period of insurance.

When we do not insure you or your family

We do not insure you or your family:

- a) if you or your family are entitled to be wholly or partly insured by any compulsory statutory insurance or accident compensation scheme, or would have been, but for failure to register the vehicle or to apply for cover under the scheme or to comply with a term or condition of the scheme
- b) if you or your family are entitled to be wholly or partly protected by any other policy of insurance which specifically covers the vehicle (except where this exclusion would contravene s.45 of the *Insurance Contracts Act 1985*)
- c) while any vehicle is used for competitive racing or pacemaking.

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 more than \$1,000 per year for holding the position. We only pay for a claim made as a result of an occurrence during the period of insurance.

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

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

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

What you are not covered against

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

When we do not insure you or your family

We do not insure you or your family:

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

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

- a) any agreement, unless liability would have attached to you or your family if that agreement did not exist, or, unless the agreement is a lease agreement for your residential tenancy
- b) illness or death of or bodily injury to you or to any person who normally lives with you
- c) illness or death of or bodily 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 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 10 horsepower
- g) the conduct of any activity carried on by you or your family for reward except for as a club committee member, provided you do not receive more than \$1,000 per year for holding the position, 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 only sold in domestic quantities
 - the sale does not form part of a business, trade or profession
 - the goods sold have not been purchased for the sole purpose of re-sale, **and**
 - you do not hold more than one garage sale per period of insurance.
- 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 buildings if the value of the work exceeds \$100,000

- j) personal injury to any person arising out of the transmission of any communicable disease by you or your family
- k) the ownership of land, buildings or structures other than the buildings insured by this policy
- l) loss, damage, illness 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 it was reasonable to reduce loss, damage or injury that otherwise would have occurred
- 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 \$20,000,000 for any one occurrence.
- b) We do not pay more than this amount in total under all policies we have issued to you which cover the same liability.
- c) In addition to this amount, we pay legal costs for which we have provided prior written approval.
- d) In addition to this amount, we pay court appearance expenses which we approve. Court appearance expenses shall include up to \$250 per day but excluding the first day, to a total of \$5,000 in any one period of insurance for proven income loss by you or a member of your family at our request. Provided that we will only reimburse income loss for days on which you are not able to conduct any income-earning activity whatsoever.

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 33 in addition to your sum insured for buildings or contents, depending on the type of cover you have chosen:

1. Contents away from the situation

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

We insure your contents anywhere:

- in Australia or New Zealand whilst they are temporarily away from the situation, or your student children's contents while your child is temporarily residing and studying away from the situation, **and**
- worldwide whilst they are temporarily away from the situation, for a period of up to 180 days, in any one period of insurance and also while:
 - a) in a bank or safe deposit facility, **or**
 - b) in a secured storeroom on the premises of a sporting club, where you or your family are a member, **or**
 - c) while contained in your student child's locked residence while they are residing and studying away from your situation.

We insure under this additional benefit items that you have purchased in Australia or overseas, provided that:

- you intend to return the item to the situation for an indefinite period
- the item would be contents as defined in this policy once they are returned to the situation.

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

a) the following items:

- contents in transit during a permanent removal from the situation (other than as described in 'Additional benefit 11 – Contents being conveyed to your new residence', and covered under 'Additional benefit 2 – Contents in storage'
- property used in connection with a profession, trade or business
- contents in storage, other than as described in 'Additional benefit 2 – Contents in storage'.

or

b) the following items' accessories or spare parts while they are contained in a tent, vehicle, watercraft, aircraft or in the open air:

- canoes, surfboards, surf skis and sailboards or other watercraft
- ride-on golf buggies and ride-on mowers
- motor vehicle (including motorcycle and motorscooters), caravans and trailers.

'Open air' includes non-lockable structures and non-lockable parts of structures not at the situation.

The maximum we pay for items of:

- jewellery, gold or silver articles, furs, watches
- collections of any kind,

while they are temporarily removed from your situation, is \$10,000 per item, up to 25 per cent of your unspecified contents sum insured in total, unless you have specified them and they appear on your policy schedule under the Valuables option and you have paid any additional premium.

The maximum we pay for items while they are temporarily removed from your site is subject to the limits described under 'What we will pay' unless you have specified them and they appear on your Policy Schedule under the Valuables option and you have paid any additional premium.

2. Contents in storage

If this policy insures your contents, we pay for loss or damage to them caused by an event insured when they are in storage provided you obtain our written agreement before they are put into storage.

We do not pay for:

- your contents stored in open plan storage premises, including furniture repositories, warehouses, factories, or other industrial premises
- your contents stored in shipping containers, **or**
- any jewellery, or negotiable instruments whilst they are in storage.

3. Fees

If this policy insures your buildings, and:

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

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

4. Removal of debris

If this policy insures your buildings, and:

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

we pay the reasonable costs of demolition and removal of debris from the situation.

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

- we agree that 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, bylaws, 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, bylaws, regulations or contractual obligations, **and**
- not removing the stump would interfere with repairing or replacing the damaged part of the buildings required to settle your claim.

If it is not necessary to remove the stump to repair or replace your buildings, then we will pay the cost of treating the stump to prevent re-growth.

If this policy insures your contents, and:

- they are damaged as a result of an event insured under this policy, **and**
- we agree to pay a claim,

we pay the reasonable costs of removal of contents debris from the situation.

5. Extra costs of reinstatement

If this policy insures your buildings, and it is damaged as a result of an event insured under this policy, and we agree to pay a claim, we pay up to \$25,000 for the extra costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your buildings at the situation.

If only part of your buildings 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 buildings suffered loss or damage. If you have not exhausted the building sum insured, you can also use any unused portion of the building sum insured towards extra costs. This benefit shall not be payable in addition to Clause (f) under section: How we will pay – Buildings.

6. **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, mobile phone SIM card or cheque is lost or stolen, we pay up to \$5,000 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, **or**
- the unauthorised user of the card is someone living at the situation.

7. **Visitors' or employees' contents**

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

We do not pay for visitors' or employees' contents that are insured under another policy taken out by someone other than you or your family.

8. **Replacement of locks and keys**

We pay to replace or alter locks and/or keys, or remote control devices if:

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

9. **Change of situation**

If this policy insures your contents and you are moving into a new buildings within Australia, we insure your contents at both situations for a maximum of 45 days. The maximum we pay at each situation will be the proportion of the sum insured that the value of the contents at that situation bears to the total value of the contents at both situations.

You must tell us of your new address within 45 days of first moving to it. If you wish to insure your contents

at your new address after that 45 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.

10. Contracting purchaser

If this policy insures your buildings, and you have entered a contract to sell the buildings, this policy insures the purchaser(s) for their respective rights and interests until:

- the sale is completed, **or**
- the purchaser takes possession of your buildings, **or**
- the sale is terminated, **or**
- this policy expires,

whichever happens first.

11. 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
- fire on the conveying vehicle
- flood damage to the contents in the conveying vehicle
- collision and/or overturning of the conveying vehicle,

while your contents are in transit by road or rail 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.

12. Trees, shrubs and plants

If you occupy the buildings insured by this policy as your primary residence, we pay for damage caused directly by accidental or malicious damage to trees, shrubs, hedges, lawns or plants except for specified event (q) on page 16. In relation to specified event (q) on page 16, we pay no more than \$5,000 per event. 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.

13. Veterinary expenses for domestic cats and dogs

If this policy insures your contents in your primary residence, we pay the reasonable veterinary expenses incurred by you, if your pet is injured during the period of insurance as a result of fire, lightning, earthquake or a road accident.

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

14. Taxation audit

If you occupy the buildings insured by this policy as your primary residence or this policy insures your contents in your primary residence, we will pay or reimburse you for accountant's fees which you reasonably incur as a result of your personal taxation affairs being audited by the Australian Taxation Office.

The maximum we pay is \$5,000 for any one audit.

We do not pay or reimburse you for:

- any fines, penalties or shortfall in the amount of tax payable
- any audit conducted in relation to criminal activity
- any audit not commenced during the period of insurance
- any fees incurred outside any statutory time limit
- any fees incurred as a result of any fraudulent act or fraudulent admission or any statement made by you or on your behalf to a taxation officer which:
 - is false or misleading in a material particular, **and**

- can be attributed to deliberate evasion or recklessness as stipulated in income tax ruling IT2517.
- any audit conducted in relation to any facts or circumstances of which you were aware, or ought to have been aware, prior to the commencement of this policy which were likely to lead to your making a claim under this policy, **or**
- any fees incurred in relation to any enquiries from the Australian Taxation Office which are not related to an identified intention to conduct an audit.

15. Legal defence costs

If you occupy the buildings 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 by you or against you by a third party (and defended by you) but only where the proceedings are commenced in Australia during the period of insurance.

You must advise us of any such legal proceedings in writing. We only pay legal costs and expenses incurred with our consent.

The maximum we pay is \$5,000 for any one claim or series of claims arising from the same cause or event.

We do not pay or reimburse for proceedings or claims:

- for death, bodily injury to, or disease of, any person
- for any road traffic or boating offence committed by you
- for any matter arising out of your business, occupation or profession
- for any awards of damages made against you
- 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, **or**
- which could have been made under Section 3 'Cover for your legal liability' if you had chosen to insure your buildings (if you own it) or your contents.

16. Monitored alarm attendance after burglary

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 buildings during or immediately after an actual or attempted burglary from your buildings.

We do not pay:

- for any false alarms, **or**
- where there is no evidence of a burglary or an attempted burglary.

17. Loss of documents

If this policy insures your contents in your primary residence we will pay up to \$2,000 for the costs to reinstate, reproduce or restore your documents directly damaged by an event that has caused a claim that we agree to pay, whilst contained in the buildings or security vault. This includes the information contained on the documents.

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

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

19. Temporary accommodation

We pay the following benefit if your buildings are damaged by an insured event and cannot be lived in:

If this policy insures your buildings

- We pay up to \$20,000 or 20 per cent of the sum insured for your buildings, whichever is the higher, for additional cost of reasonable temporary accommodation where the buildings is your principal place of residence.
- We pay up to \$1,000 for the cost of temporary accommodation of your pets in a commercial boarding establishment when we have agreed to pay a claim for your temporary accommodation.

If this policy insures your contents

- We pay up to \$20,000 or 20 per cent of the sum insured for your contents, whichever is the higher, for additional cost of reasonable temporary accommodation where you are a tenant or strata title owner permanently residing in the buildings. We will also pay for the removal and storage of your contents for up to a 12 month maximum period.
- If you are a tenant, 'additional costs' means costs over and above the amount you were renting the buildings when it was fit to live in.

Forced evacuation by government authority

- If you cannot live at the situation because a government authority denies you access, we will pay any increase in your living expenses that is necessary and reasonable to maintain your normal standard of living for up to 60 days. The denial must be as a direct result of damage to neighbouring premises that would be classed as insured damage under this policy. We will not cover loss due to cancellation of a lease or agreement.

20. Automatic reinstatement of sum insured

This benefit applies to the sums insured for buildings and unspecified contents as shown on your policy schedule.

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

- you request otherwise, **or**
- we tell you otherwise.

21. Inflation adjustment

This benefit only applies to your buildings and contents sums insured as shown on the policy schedule.

During each period of insurance we increase the buildings and contents sums insured by a percentage of the relevant sum insured shown on your current policy schedule per month until the next renewal date according to the movement in the Consumer Price Index or other selected index for that relevant period.

There will be no additional premium payable during the period of insurance. However, at the end of each period of insurance the renewal premium for the next period of insurance will be calculated on the amount of the amended sum(s) insured.

22. Compensation for death, quadriplegia or paraplegia

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

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

If you or a member of your family normally living with you are permanently and totally disabled as a direct result of an insured event occurring at the situation, we pay you up to \$15,000.

'Permanent total disablement' means:

Total paralysis of both legs and a part of or the whole of the lower half of the body; or total paralysis of both legs and both arms; which continues for a period of 12 months, and after that time is considered to be of indefinite duration.

23. Modifications to the buildings

If you or a member of your family living with you are permanently and totally disabled as a direct result of an insured event occurring at the situation, we pay up to \$25,000 for the cost incurred by you in modifying your buildings, or in relocating you to a suitable buildings if you are a tenant.

24. Legal costs

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

25. Location costs – escaping liquid

If this policy insures your buildings and we pay for damage caused by liquid escaping from any fixed basin, shower base, or other fixed apparatus, fixed tanks, or fixed pipes used to hold or carry liquid, we will also pay the reasonable costs of locating the cause of the damage, and of reinstating the property damaged or disturbed in the course of work.

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

26. Professional fees

We pay professional fees which you incur, with our consent, in the preparation of your claim.

The maximum we pay in one period of insurance is:

- 20 per cent of your total claims cost, **or**
- \$5,000,

whichever is the lesser.

27. Counselling

If your buildings is insured by this policy as your primary residence or this policy insures your contents in your primary residence, and you or a member of your family require counselling as a direct result of an insured event at the situation, we will pay up to \$1,000 per event for this professional service.

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

28. Temporary protection

If this policy insures your buildings and we agree to pay a claim under this policy, we will also pay the reasonable costs of temporary protection of your buildings. If this policy insures your contents, we also pay for storage charges necessarily and reasonably incurred to protect them from further loss or damage following a claim by fire, storm, flood or rainwater.

29. Building materials

We will pay up to \$2,000 in any one period of insurance for loss incurred by you if building materials are lost or damaged at the situation during the period of insurance due to an insured event. Cover only applies to building materials intended to be used for repairs, alterations or additions to your buildings at the situation.

30. New replacement residence – temporary cover

We will provide cover for an additional residential building when you purchase it for a maximum of 30 days from the date you sign a contract of purchase. The amount of cover provided is limited to the sum insured on your buildings shown on your policy schedule. We only provide this cover when the residential building is replacing the buildings on your policy schedule as your primary residence.

31. Fire brigade attendance fees

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

32. Identity fraud

If this policy insures your contents in your primary residence and your identity is lost and/or 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 in any one period of insurance for your costs and expenses incurred to restore your identity from its unauthorised use. Our liability under this 'additional benefit 32' is limited as follows:

- 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 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 notarizing 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
 - someone who normally lives with you.
- 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 you your password or personal identification number or personal access number
 - if you are not an Australian resident
 - business interruption in relation to any business.

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.

33. Environmental benefit

Applicable only when you have contents cover.

If the claim relates to replacement of lost or damaged – refrigerators, freezers, washing machines, clothes dryers and dishwashers, with less than a 3 star energy rating, we will replace these items with items that have a minimum 3 star energy rating.

Options You Can Choose For Additional Premium

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

- valuables
- domestic Workers' Compensation
- strata title mortgagee's interest.

Valuables

This policy automatically covers these items (i) and (ii) while they are temporarily removed from the situation under Additional benefit 1, for \$10,000 per item up to 25 per cent of your contents sum insured. However, if you wish to insure items while they are temporarily removed from the situation for amounts greater than this, then you need to select and pay for either other valuables and /or special valuables.

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

- a) anywhere in Australia or New Zealand, **and**
- b) for up to 180 days in any one period of insurance, anywhere in the world,

against loss, theft or damage to other valuables or special valuables belonging to you, your family or which you or they are legally responsible including:

- i. jewellery, gold or silver articles, furs, watches
- ii. collections of any kind.

You can choose to insure your valuables as either:

- other valuables, **or**
- special valuables.

Your policy schedule indicates whether you have chosen this option and whether you have selected other valuables or special valuables. You can select other valuables without having to specify individual items. If you select other valuables, you are required to nominate a total other valuables sum insured. The maximum amount we will then pay for a claim under the other valuables option is limited to:

- a) up to \$10,000 for each individual item, pair, set or collection, **and**
- b) up to the total sum insured for the total claim.

If you select special valuables, then you must specify each item you wish to insure as a special valuable and provide valuations and/or receipts, unless we tell you that a valuation is not required.

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

Your policy schedule indicates whether you have chosen this Valuables option.

Special valuables

Special valuables including bicycles, if you have chosen to insure them, are those items shown as 'Special valuables' on the policy schedule.

What we do not insure

The following items are not covered under this Valuables option:

- a) vehicles (including motorcycles and motor scooters), aircraft, aerial devices, watercraft or anything associated with these items
- b) musical instruments and photographic equipment used in connection with a profession, trade or business, or otherwise for reward
- c) cash, negotiables, or financial transaction cards
- d) unset precious or semi-precious stones
- e) items being cleaned, repaired, restored, or on exhibition away from the situation.

The exclusions set out under the heading 'When you are not covered' also apply to this option.

How much we will pay for loss or damage

a) At our option we:

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

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

When we pay your claim for all your valuables on the policy being damaged beyond economic repair (or not being recovered), the valuables section of the policy is exhausted and comes to an end.

- b) If we agree to pay a claim where film, photos, home movies or home videos or any similar recorded material is destroyed, we pay for the replacement with new, blank film, videos or similar (e.g. if a compact disc upon which you had photos stored is destroyed, we would replace it with a new, blank compact disc). We do not pay to reconstruct any circumstances or conditions.
- c) If we agree to pay a claim where software is lost, damaged or destroyed, we pay the cost to replace it with the nearest equivalent new software. We do not pay for any software that was acquired by you at no cost.
- d) Where an item required to settle a claim that we agree to pay is not commercially available in Australia, at our option, we:
- replace the item with the nearest equivalent or similar new item available in Australia or overseas, **or**
 - pay the cost to replace the item with the nearest equivalent or similar new item available in Australia or overseas.

e) Pairs and sets

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

If you elect not to surrender the remaining article(s) of the pair or set to us, then we pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a pair or set, or for any reduction in value of the remaining part or parts.

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

f) An excess of \$250 will apply to any claim under other valuables or special valuables options.

Domestic workers' compensation

(Not applicable in Queensland, Victoria, or South Australia)

Your policy schedule indicates whether you have chosen this option.

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

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

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

Cover for workers' compensation insurance is provided by Insurance Australia Limited trading as CGU Workers Compensation ABN 11 000 016 722 if your situation is in Western Australia, Tasmania, or Northern Territory.

Strata title mortgagee's interest

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

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

We will pay the mortgagee the lowest of:

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

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

We only pay a claim if:

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

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

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

What You Must Pay If You Make A Claim – Excess

‘Excess’ means the first amount you must contribute to any claim you make under this policy.

We deduct the excess shown in the policy or on the current policy schedule from the amount of your claim.

Where a sub-limit is applicable, the excess will be applied to the claim prior to applying the sub-limit. For example, if a ring worth \$11,500 was stolen from the buildings and it has not been specified, the \$10,000 per item jewellery sub-limit would apply.

If a \$100 excess was applicable, this would be applied to the \$11,500 claim, rather than the \$10,000 sub-limit. Therefore, \$10,000 would be payable. If the ring had been specified for \$11,500, we would pay \$11,400 – the \$11,500 claim less the \$100 excess. If the stolen ring was worth only \$1,000, we would pay \$900 – \$1,000 less the \$100 excess.

An excess of \$250 will apply to any claim under other valuables or special valuables options.

For earthquake or tsunami claims the excess is \$250, or the amount shown on your policy schedule, whichever is greater.

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

When you will not have to pay an excess

You will not have to pay an excess if we agree to pay a claim as a result of damage that renders your buildings, contents or both beyond economic repair as noted under additional benefit ‘Waiver of excess if your property is a total loss’.

When You Are Not Covered

General exclusions applying to this policy

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

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

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

For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons, **or**
- involves damage to property, **or**
- endangers life other than that of the person committing the action, **or**

- creates a risk to health or safety of the public or a section of the public, **or**
 - is designed to interfere with or to disrupt an electronic system.
- c) Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

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

Additional exclusions applying to this policy

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

This policy does not cover:

- a) loss or damage intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family.
- b) loss or damage resulting from or caused by:
- the lawful seizure, confiscation, nationalisation or requisition of the property insured
 - destruction of or damage to property by any government or public or local authority other than a fire brigade responding to an event insured under this policy
 - erosion, subsidence, landslide or earth movement other than as a direct result of:
 - storm or flood
 - earthquake
 - explosion
 - escaping liquid,

and occurring no more than 72 hours after the event.

- the action of the sea, high water, tidal wave
- water seeping through a wall or floor, other than escaping from a gutter, drain, tank, pipe, waterbed or other apparatus designed to store or carry any liquid located on or outside the buildings situation

- water entering the buildings through an opening made for the purpose of alterations, additions, renovations or repair
- water entering your buildings because of a structural defect, faulty design or faulty workmanship when your buildings were constructed
- inherent defects, structural defects, faulty workmanship or faulty design. This only applies to the part which is immediately affected and does not extend to subsequent damage to other parts of the property not otherwise excluded. However, we will pay for resultant loss or damage that is caused directly by a Specified event if you did not know about (or could not reasonably have known about) the defect, faulty design or faulty workmanship at the time of the loss.
- wear, tear, rust, corrosion, depreciation or gradual deterioration
- mildew, mould, algae, atmospheric or climatic conditions (other than storm)
- settling, shrinkage or expansion in buildings, foundations, walls or pavements
- the removal or weakening of supports or foundations for the purpose of alterations additions, renovations or repair
- any consequential loss other than that specifically provided by this policy
- vermin or insects gnawing, biting, chewing, pecking, clawing, scratching or in any way polluting or contaminating your buildings or contents.

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

- the deliberate application of heat (for example, this would include where an element under or forming part of a ceramic cooktop causes damage to the cooktop)
- any process of cleaning involving the use of chemicals, other than domestic household chemicals
- tree roots
- malicious damage or vandalism by a tenant

- theft from any part of the buildings which you share with another person who is not insured under this policy
- theft by a tenant
- deliberate or intentional acts by a tenant.

c) Loss or damage to:

- jetties, wharves, bridges or pontoons for damage by flood
- sporting equipment (other than bicycles) while in use or play
- electronic data unless the loss or damage is caused by a Specified Event (a) through to (r) listed under 'What you are insured against, and what you are not'.

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

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

General Conditions

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

Changing your policy

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

- a) we agree to it, **and**
- b) we give you a new policy schedule detailing the change.

Other interests

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

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

Cancelling your policy

How you may cancel this policy

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

How we may cancel this policy

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

The premium

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

Notices

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

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

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

Changes

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

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

- a) you no longer are the owner occupier of the buildings, because you now let the buildings to tenants or use the buildings as a holiday buildings
- b) you are having renovations undertaken
- c) your buildings are left vacant or unoccupied for a period exceeding 100 days
- d) your buildings fall into a state of disrepair
- e) your buildings are opened up to the public for an exhibition or similar event (including if it is not for reward), **or**
- f) you are participating in a public exhibition (including if it is not for reward).

Unoccupancy

If your buildings are unoccupied for more than 100 consecutive days, you must tell us and obtain our written agreement for cover to continue.

If you do not do so, the cover for buildings and contents is limited to lightning, thunderbolt and earthquake, and impact by a vehicle, aircraft or waterborne craft, space debris, aircraft, rocket, or satellite for the period in excess of 100 consecutive days during which the buildings has been left unoccupied.

The period of 100 consecutive days is calculated from the date when the buildings were last occupied (as defined) regardless of the commencement or renewal date of the policy.

Salvage

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

Burglary protection

If any required burglary protection is noted on your policy schedule, we have agreed to insure your buildings and contents only if those burglary protection devices are installed.

If any of these devices is removed, altered, or left inoperative while you are absent from the situation for more than 24 hours, without our prior consent, we may have the right to:

- a) decline, **or**
- b) reduce,

a claim to which this action contributes.

Care and maintenance

If you do not take reasonable care to:

- a) protect and maintain the property insured
- b) prevent damage or injury to others or their property
- c) minimise the cost of any claim under this policy, **or**
- d) comply with all statutory obligations and bylaws or regulations relating to the safety of person or property,

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

Adjustment of premium on renewal

If a claim occurs in the previous period of insurance and you do not notify us until after the premium for the current period of insurance was calculated, then you must pay any additional premium that would have been calculated had you told us about the claim on the day that the claim occurred.

This condition does not affect any other rights that we have.

Providing proof

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

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

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

Other party's interests

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

Preventing our right of recovery

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

Claims

What you must do

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

- a) take all reasonable precautions to prevent further loss, damage or liability
- b) notify the police immediately if:
 - any of your property is lost, stolen, or maliciously or intentionally damaged, **or**
 - you become aware that you have become a victim of identity fraud.
- c) tell us as soon as possible. You will be provided with a claim form and advice on the procedure to follow
- d) supply us with all information we require to settle or defend the claim
- e) notify us of any other insurance covering the same loss, damage or liability

- f) co-operate with us fully in any action we take if we have a right to recover any money payable under this policy from any other person
- g) advise us of your correct Australian Business Number and Taxable Percentage, if applicable. Any GST liability arising from your incorrect advice is payable by you. When we pay a claim, your GST status will determine the maximum amount we pay. We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

As part of CGU's service initiative, you can contact us on 13 24 80 (24hrs/7 days) to lodge a claim. We can also provide assistance in emergency situations.

If needed, we can organise emergency repairs, temporary accommodation and arrange for trades people to attend your home.

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

What you must not do

You must not:

- a) authorise repairs to or arrange replacement of any of the property insured in connection with any claim without our consent, other than emergency repairs necessary to prevent further loss. If we agree to pay your claim, we will pay for these repairs, but you must retain all receipts.
- b) admit liability if an accident occurs which is likely to result in someone claiming against you.

What we do

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

What can affect a claim

We will reduce the amount of a claim by the excess shown in the policy terms and conditions or on the policy schedule.

We may refuse to pay a claim if you are in breach of any of the conditions of this policy, including any endorsements noted on or attached to the policy schedule.

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

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

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

Claim payment examples

These Claim payment examples show you how a claim settlement may be calculated based on some practical scenarios. Any actual claim settlement amount will depend upon the facts of each case. For the purpose of the scenarios you are not registered for GST.

Claim Example 1	
Policy type	Building Insurance
Buildings sum insured	\$200,000
Excess	\$500
Loss or damage	Storm damage to your roof.
How we settle your claim	<ul style="list-style-type: none">• We arrange for a builder to repair your roof for \$15,000• We pay the builder \$14,500• We ask you to pay the builder the \$500 excess.

Claim Example 2	
Policy type	Contents Insurance
Contents sum insured	\$100,000
Excess	\$500
Loss or damage	Theft of your television
How we settle your claim	<ul style="list-style-type: none"> • Replacement cost of television is \$4,700 • We pay the supplier \$4,200 • We ask you to pay the supplier the \$500 excess.

Claim Example 3	
Policy type	Building and Contents Insurance
Buildings sum insured	\$400,000
Contents sum insured	\$100,000
Excess	\$500
Loss or damage	<p>Your buildings and contents are partially destroyed by fire.</p> <p>We agree that you are unable to live in your buildings and you require alternative accommodation.</p>
How we settle your claim	<ul style="list-style-type: none"> • We choose to pay you directly for the damage • We pay you \$17,500 as follows: <ul style="list-style-type: none"> – Building repairs \$9,000 – Contents replacement \$4,000 – Costs for alternative accommodation \$5,000 – Less excess \$500 – Total \$17,500.

Claim Example 4	
Policy type	Special Valuables option
Item sum insured	Diamond ring - \$12,000
Excess	\$250
Loss or damage	Your diamond ring is stolen.
How we settle your claim	<ul style="list-style-type: none"> • We arrange for a jeweller to replace your ring for \$12,000. • We pay the jeweller \$11,750. • We ask you to pay the jeweller \$250 excess.

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Insurer

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trading as CGU Insurance

backed by 

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