# SECURE<sup>™</sup> RELOCATABLE HOME INSURANCE PRODUCT DISCLOSURE STATEMENT





# Welcome and thank you for choosing CIL Insurance

CIL Insurance was formed in 1962 to cater for the needs of the caravan industry. Since then, CIL Insurance has grown to be a specialist Recreational Vehicle (RV) Insurer.

This Product Disclosure Statement (PDS) is an important document that tells you information you need to know about your policy. It is really important to read it carefully before you decide whether or not our cover is right for you.

#### By choosing CIL Insurance you can:

- Make a claim 24/7 by calling 1800 112 481
- Write to us at GPO Box 1831, Brisbane, Qld, 4001

The information in this PDS is current at the date it was prepared. From time to time, we may update some of the information in this PDS that is not materially adverse to you without notifying you. Please contact us for a free copy of any of these updates. Other changes will be made by a Supplementary Product Disclosure Statement (SPDS) which we will give to you.

#### Who is the insurer?

AAI Limited ABN 48 005 297 807, AFS Licence No. 230859 trading as CIL is the insurer and issuer of this PDS.

#### About the authorised representative or distributor

If an authorised representative or distributor of ours arranges this policy:

- they will be acting with our authority and be our authorised representative or distributor, not your agent, in all matters concerning this insurance;
- they will receive a commission; and
- neither the authorised representative, distributor nor any of its related companies guarantees the benefits payable under the contract.

PDS preparation date 3/12/2020

### Key information about CIL Secure™ Relocatable Home Insurance

#### Type of insurance

This policy provides cover for your relocatable home, contents or both if you are an owner occupier, or a landlord renting your entire relocatable home to permanent tenants. If you rent, you may choose to insure your contents in the relocatable home.

You can also choose from our range of optional covers (see pages 59 to 62).

The cover you have chosen will be shown on your schedule.

Note: Throughout this PDS your relocatable home will be referred to as 'the home' or 'your home'.

#### What we cover

#### Insured events

We cover specific insured events like storm, flood, fire (including bushfire) or explosion, escape of liquid and impact at the insured address. See pages 38 to 48.

#### Exclusion for new policies

We do not insure you for bushfire, storm, flood or tsunami in the first **72** hours of your policy. Very limited exceptions apply. For full details see page 25 in section 3 'Things we don't cover'.

# Exclusion for short-term rentals and holiday lettings if you are a landlord

This policy does not provide any cover when you are a landlord unless the home is used by tenants as their permanent residence. This means if the property is used for short-term rental, holiday letting or house sharing (including arrangements booked through an online booking platform) – this policy does not provide cover. See page 33 for details.

#### No cover if you rent rooms to tenants or paying guests if you are an owner occupier This policy does not provide any cover if you are an owner

occupier and rent a room or rooms to a tenant (including a boarder) or paying guest. See page 32 for details

#### Legal liability

We cover your legal liability to pay compensation for death or bodily injury to other people, or loss or damage to their property.



This is a summary only. Like all policies, there are conditions, limits and exclusions that apply so you need to read your policy for full details.

#### What we pay

The most we will pay for loss or damage to your home and/or contents for any one incident is the sum insured for your home and/or contents as shown on your schedule, unless we say otherwise in your policy.

We will also pay:

- up to \$20 million for all claims from any one incident for legal liability covered by this policy including all associated legal costs;
- up to the limits outlined under the relevant Additional and Optional covers.

#### Additional covers that come with your policy

There are some additional covers that come with your policy for no extra cost. See section 5 'Additional covers that come with your policy' on page 49 for more information.

#### Optional covers you can pay extra for

There are some optional covers that you have to pay extra for. If an optional cover applies to your policy it is shown on your schedule. See section 6 'Optional covers you can pay extra for' on page 59 for more information.

# Summary of cover

Limits, conditions and exclusions apply. What we cover depends on the covers you have chosen. Read your policy for full details.

What we cover		Page
Insured	Storm, hail, rain or flood	39
events	Fire (including bushfire) or explosion & Extra costs cover in the event of bushfire	40
	Malicious acts and vandalism	41
	Theft or attempted theft	42
	Escape of liquid & Exploratory costs	43
	Impact	45
	Lightning, including power surge caused by lightning	46
	Earthquake and tsunami	46
	Riot, civil commotion or public disturbance	47
	Accidental breakage of glass	47
Legal liability		48
Additional cover (these	Other repair/rebuilding costs (home cover only)	50
are covers that come	Motor burnout	52
with your policy)	Landlord's furnishings (home cover only)	54
	Out-of-pocket expenses (home cover only)	55
	Food and medication spoilage (contents cover only)	56
	Temporary accommodation when you are a tenant (contents cover only)	56
	Contents away from the insured address (contents cover only)	57
	Contents in open air (contents cover only)	57
Optional covers (these are covers you pay extra for with contents cover)	<ul> <li>Personal Valuables cover</li> <li>Personal Valuables - Unspecified Items</li> <li>Personal Valuables - Specified Items</li> </ul>	60

#### What to do

#### We understand experiencing loss or damage or having a claim made against you can be stressful

Here's what to do:

#### Step 1

Make sure everyone is safe.

For emergencies, call 000.

#### Step 2

Try to prevent further loss or damage or liability (e.g. if there is a hole in the roof, arrange for it to be covered to prevent water damage from the rain).

#### Step 3

Report any theft and malicious damage to the police as soon as possible.

Give them a list of all stolen or damaged items. Keep details of the date reported, name of the police officer, police station reported to and the report number.

#### Step 4

Contact us as soon as possible by calling 1800 112 481.

If you delay reporting your claim, we will not pay for any additional loss, damage or liability caused by your delay.

When you contact us, describe details of what has happened (e.g. a window broken in a storm). For electrical items, please have details about the make and model. If the damage to your home or contents was caused by another person, if possible, please provide us their name and address, or if applicable, their vehicle's registration number.

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In this PDS you will be referred to the Secure<sup>™</sup> Relocatable Home Insurance Additional Information Guide. This guide is available at cilinsurance.com.au and contains further information about premiums, excesses and discounts. Please contact us for a free copy.

Some words in this policy have special meanings. Most of these words are defined in section 11 'Words with special meanings' on page 91. This page left blank intentionally.

# 1

# IMPORTANT THINGS TO KNOW UPFRONT

Before we get into the specifics of your policy there are important things to know upfront. This includes information about:

- your contract with us;
- your cooling off period;
- your responsibilities and when you need to contact us about changes; and
- the excesses that apply to your claim.

# Our agreement with you

If you buy this product from us, your contract of insurance is made up of your schedule, this PDS and any SPDS that we have given you.

# Cooling off period

You can contact us to return the policy within **30** days from the start date of your policy (including on renewal). This is called the cooling off period. As long as you have not made a claim during this period, we will refund in full the money you paid for your policy (including GST if applicable), but you will not have any cover under the policy.

Alternatively, you can cancel your policy at any time while you are insured. When you do this, unless we tell you otherwise, you will have cover up until the date and time of cancellation. For more information see 'What happens with cancellations' on page 86.

# There are limits to what we will pay and some things we don't cover

Like every insurance policy, there are exclusions, conditions and limits that apply to your policy. There are some things we don't cover whatever the circumstances, these are found in section 3 'Things we don't cover' on pages 23 to 36. There are also specific things we don't cover explained in sections 4 to 6 on pages 37 to 62 which are particular to the cover provided under your policy.



In this PDS we use 
and 
icons to help describe what's covered and what's not covered.

# Extra support

Sometimes your circumstances might mean you need additional support or assistance in dealing with us. This could be due to your physical or mental health, family or financial situation or cultural background. If you are comfortable, you can tell us about your situation and we will work with you to arrange support.

# Your responsibilities

- take steps to prevent theft, loss, damage or legal liability (e.g. ensuring there are working smoke detectors in your home);
- maintain door locks and window locks in good working condition and keep alarms working and connected;
- follow all terms and responsibilities set out in your policy;
- keep the home structurally sound, watertight, secure and well maintained (e.g. remove mould, fix any holes in floors, walls, ceilings, fix loose, missing or rusted steps, gutters, flooring);
- fix any inherent defect, faulty design, structural fault and/or faulty/poor workmanship at the home as soon as possible after you identify it or are told about it;
- ensure that the home complies with local council requirements and building laws and regulations when construction, alterations or repairs are undertaken (e.g. ensure you obtain all required permits before the works begin and ensure that all requirements including height limits are met);
- ensure that the home is kept in good condition (e.g. there are no blocked gutters, the roof is not rusted, the home is not infested with vermin and there is no termite damage);
- provide honest and complete information for any claim, statement or document supplied to us;
- do not behave in a way that is abusive, dangerous, hostile, improper or threatening when engaging with us and our service providers.

If you are a tenant, you must comply with your responsibilities to the extent you are required to repair or maintain the home under your tenancy rental agreement.

#### Not meeting your responsibilities

Your policy may not provide cover if you have not met your responsibilities and it may lead us to reduce or refuse to pay your claim and/or cancel your policy.

#### When you need to contact us

During the period of insurance you must tell us as soon as possible if:

- you have been charged with or convicted of, a criminal act or offence;
- you have had another insurer cancel or decline an insurance policy, impose specific conditions on a policy or refuse a claim;
- you start farming, manufacturing or undertaking repair work at or from the insured address;
- you start to operate or intend to operate a business activity at the insured address;

# When you need to contact us cont.

- there are any changes to any business activity that you operate at the insured address, such as but not limited to, the type of business activity changes, people start to come to the insured address, business signage is installed or storage of chemicals for the business activity occurs;
- any detail on your schedule is no longer accurate;
- you need to change the sums insured for the home or contents;
- you intend to demolish your home, have lodged an application to do this, or a government authority has issued a demolition order;
- you lease or rent all or part of your home at the insured address as temporary, holiday or short-term accommodation. This includes any arrangements that are booked through any online booking platform (e.g. AirBnB);
- you live in the home and you lease a room or rooms to a tenant/boarder or paying guest;
- you move out and lease the entire home to a tenant under rental agreement;
- trespassers or squatters occupy the insured address;
- building, renovations, construction, alterations and/or repairs commence at the insured address;
- your home is going to be or has been unoccupied for more than **60** consecutive days.

If you have not told us about any of the above matters having occurred in any other period of insurance when you held this policy with us, you must also tell us as soon as possible.

#### What we will do when you contact us

When you tell us about any of the above matters, an additional excess, additional premium or special condition may be applied to your policy. In some cases, it may lead us to reduce or refuse to pay a claim or it will mean we can no longer insure you and we will cancel your policy.

#### If you do not contact us

If you do not contact us when you need to you may not be covered under your policy and, it may lead us to reduce or refuse to pay a claim and/or cancel your policy.

#### How to contact us

Call us on 1800 112 481.

#### If your contact details change

You must keep your contact details, including your Australian mobile number, postal address and email address up to date. If we do not have up to date contact details you might not receive your important policy documents which could impact whether you have cover in place.

# About your sum insured

#### Make sure your sums insured are adequate

Underinsurance can expose you to serious financial loss if a claim occurs. It is your responsibility to select a sum insured for both your home and contents that meets your needs in the event your home and/or contents are damaged or destroyed.

You can also choose to seek the services of an architect, builder, quantity surveyor, valuer or other suitably qualified professional for an expert opinion.

#### Review your sums insured regularly

To ensure your sums insured are adequate it is important to review them regularly, being mindful of any additions, enhancements or renovations that you may make or any items purchased recently and ask us to change the sums insured when required. If you upgrade the size and standard of your home, it may increase the cost to rebuild your home. Your sums insured will need to reflect these types of changes.

#### If you over-insure

We will not pay more than the amount of the assessed quote to rebuild, repair or replace the home or contents. Again, it is important to review your sums insured regularly. We will not refund any premium paid for over-insuring.

#### Adjustments on renewal

We may choose to adjust your home and contents sums insured at the end of each period of insurance, to account for various factors including inflationary trends. However, you need to consider if the sums insured are suitable for your situation. Please ask us to change the sums insured for any specified contents and personal valuables when required.

#### GST

Limits and the most we pay amounts stated in this PDS and on your schedule include GST.

# Excesses that apply to your claim

#### What is an excess?

An excess is the amount you pay towards the cost of your claim for each incident covered by your policy. Sometimes you might have to pay more than one type of excess. The types of excesses are shown on your schedule or in this PDS.

The different types of excesses are:

Excess type	
Home Buildings Basic excess	This excess applies to all home claims (including legal liability claims related to ownership of the home), unless your policy states no excess applies to your claim.
Home Contents Basic excess	This excess applies to all contents claims (including legal liability claims not related to ownership of the home), unless your policy states no excess applies to your claim.
Earthquake excess	This excess applies in addition to any other excess if you make a claim for loss or damage as a result of an earthquake, unless otherwise stated in your policy.
Underwriting excess	This excess may be imposed based on our assessment of risk, including your claims history or if your home is unoccupied for more than <b>60</b> consecutive days. If an underwriting excess applies to your policy it will be shown on your schedule. This excess is in addition to all other excesses that apply.
Home Personal Valuables Excess - Unspecified or Specified	Personal Valuables has its own excess that applies instead of your Home Contents Basic excess.

#### When is the home unoccupied?

A period of unoccupancy starts when your home becomes unoccupied and comes to an end when you, or someone nominated by you, has occupied your home for at least **2** consecutive nights. You will be required to prove the occupancy of your home in the event of a claim, unless this is not reasonably possible.

Examples of how you can prove the occupancy include providing us with copies of bills (or other documents demonstrating the usage of utilities that are connected to your home) and photos of the furnishings in your home. See section 11 'Words with special meanings' on page 98.

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#### When your home will be unoccupied

When your home will be unoccupied for more than **60** consecutive days all cover stops unless we agree in writing to continue cover and you:

- secure the home or unit against intruders (e.g. window locks or deadlocks) if we ask for this;
- install a monitored alarm with smoke detectors if we ask for this;
- arrange for your mail to be collected, all regular deliveries cancelled, the lawns and gardens to be maintained, a weekly inspection and any required maintenance while you are away;
- pay us any extra premium for the increased risk; and
- agree to any increased excess that we impose.



Refer to the Secure<sup>™</sup> Relocatable Home Insurance Additional Information Guide for more information about excesses.

# Claiming under more than one section for the same event

If you make a claim under more than one section of your policy for the same event, only one basic excess applies. If the basic excesses are different under the sections, the highest basic excess applies (plus any other applicable excess).

#### How to pay your excess

You can choose from the following options to pay your excess (es):

- you can pay the excess(es) directly to us before we finalise your claim;
- the applicable excess(es) can be deducted from the amount we pay you for your claim (if any).

We will not cover any legal or other costs that arise because of any delay in paying the excess.

#### When your excess will be waived

We will waive your excess and no excess will apply when:

- you are not responsible for the loss or damage and the incident was caused by another person (but not a person within the definition of 'You/Your' and not a person living at the insured address). You may be able to show this by providing a police report, expert reports, a statement from a witness and/or photographs; and
- you can give us the name and address of the person responsible, and if applicable, the registration number of their vehicle.

#### When your excess will be waived cont.

If you cannot identify the person responsible and/or give us their name and address (and if applicable, their registration number) it means we will not be able to waive your excess. It does not otherwise impact the cover under your policy or your ability to make a claim.



# WHAT WE COVER – THE BASICS

This section describes the basics of:

- what we cover and do not cover as your home and contents;
- who we cover; and
- where we cover.

### What we cover as your home

We	Your home is described on your schedule.	
cover	It means:	
	<ul> <li>the residential building at the insured address including its structural improvements and fittings; and</li> <li>any fixture at the insured address that you own, including: <ul> <li>gates, fences and retaining walls;</li> <li>in ground pools, saunas or spas;</li> <li>pergolas and gazebos;</li> <li>boat jetties, pontoons, mooring poles and their attachments and accessories not used for commercial purposes and that you are legally responsible for;</li> <li>domestic outbuildings; and</li> <li>glass permanently fixed to your home (including shower bases, basins, sinks, baths</li> </ul> </li> </ul>	
	or toilets).	
We don't cover	<ul> <li>Your home does not include:</li> <li>carpet;</li> <li>pool covers;</li> <li>lawn, hedges, trees, shrubs, soils or plants or natural bushland;</li> <li>free-standing swimming pools, saunas or spas that can be moved from the insured address;</li> <li>caravans, motor vehicles, rail carriage, tram, watercraft or aircraft;</li> <li>any domestic outbuilding occupied as a residence with its own electric metering;</li> <li>water in tanks, swimming pools, spas;</li> <li>an annexe; or</li> <li>glass that forms part of your contents (please note that insurance for this is available if you insure your contents with us).</li> </ul>	

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We do not cover any part of the home that is not in good condition or that has wear, tear or deterioration and we do not cover some losses where home extensions, alterations or renovations are not complete. See section 3 'Things we don't cover' on pages 23 to 36. Sometimes we might cover something under 'What we cover as your home', but that item or part of the home may not be covered for all types of loss or damage covered by your policy (e.g. we cover retaining walls which are located within the insured address/site as part of the home, but we do not cover loss or damage to retaining walls under certain insured events). See section 4 'What we cover – the details' on pages 37 to 48. It is important to read your policy carefully.

#### The most we will pay for your home

The most we will pay for loss or damage to your home for any one incident is the home building sum insured shown on your schedule, unless stated otherwise in your policy.

#### What we cover as your contents

We cover	<ul> <li>Your contents mean any of the following items that you own or are legally responsible for, when they are inside your home at the insured address:</li> <li>removable furniture, furnishings;</li> <li>carpets, floor rugs;</li> <li>curtains or internal blinds;</li> <li>unfixed electrical goods and appliances not housed in a cabinet;</li> <li>clothing and personal belongings;</li> <li>sporting equipment;</li> <li>free-standing swimming pools that can be moved from the insured address;</li> <li>property used in connection with a business or occupation carried on in a surgery or office in your home (limits apply, see page 20);</li> <li>tools of trade (limits apply, see page 20);</li> <li>wheelchairs, motorised golf buggies or ride-on lawn mowers if they do not require registration;</li> <li>personal transportation vehicles;</li> <li>drones;</li> <li>cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, tickets or money orders (limits apply, see page 20);</li> <li>documents; and</li> <li>glass forming part of your furniture, which is not permanently fixed in your home.</li> </ul>
We don't cover	<ul> <li>Contents does not mean:</li> <li>personal valuables, see page 60;</li> <li>livestock, birds or animals of any kind;</li> <li>lawns, hedges, trees, shrubs or plants;</li> <li>motor vehicles, motorcycles, trail bikes, mini bikes, caravans or trailers, and any equipment that is part of or belongs to any of these;</li> </ul>

### What we cover as your contents cont.

We don't	<ul> <li>aircraft and any equipment that is part of or belongs to aircraft;</li> </ul>
cover	<ul> <li>watercraft and its equipment except for non- motorised craft up to <b>3.5</b>m in length that floats or travels on water;</li> </ul>
(cont.)	<ul> <li>surfboards, surf skis or windsurfers and any accessories with surfing equipment that are away from the insured address at the time of the loss or damage;</li> <li>bullion;</li> </ul>
	<ul> <li>unregistered or unlicensed firearms;</li> <li>any item that is included in the definition of home; or</li> </ul>
	<ul> <li>sporting clothing or sporting equipment while they are being used.</li> </ul>

#### The most we will pay for contents

The most we will pay for loss or damage to all contents arising from any one incident is the home contents sum insured shown on your schedule.

There are also fixed limits that apply to certain contents items.

These limits are set out below:

Item	Limit for any one incident	
High risk items	Up to <b>\$1,500</b> for any one item	
Note: For the meaning of high risk items, see the 'Words with special meanings' section on page 94. You can insure a high risk item for more than <b>\$1,500</b> by asking us to list it on your schedule as either a Specified content (for cover at the home) or a Personal Valuables - Specified Item (for cover anywhere in the world). If you have not asked us to list it, the most we will pay is <b>\$1,500</b> .		
Office equipment	Up to <b>\$1,000</b> in total, but no more than <b>10%</b> of the contents sum insured in total.	
Contents used in connection with a business and tools of trade	Up to <b>\$1,000</b> in total, but no more than <b>10%</b> of the contents sum insured in total.	
Cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, tickets or money orders	Up to <b>\$500</b> in total.	
Refrigerated food, frozen food and medicines	Up to <b>\$500</b> in total.	

# Who we cover

In your policy with us, You/Your refers to the person or persons named as the insured on your schedule and members of your family who normally live with you at the insured address.

Family means:

- your spouse, partner or de facto;
- your parents (including legal guardians), parents-in-law, grandparents;
- your children, grandchildren, brothers and sisters, including their respective spouse, partner or de facto;
- the children, parents, parents-in-law, grandparents, grandchildren, brothers and sisters of your spouse, partner or de facto; and
- people who provide care or services to you.

If the insured shown on your schedule is a company, trustee of a trust or body corporate, then You/Your refers to:

- that company, trustee or body corporate;
- the following if they normally live at the insured address:
  - any company director, company owner or trust beneficiary; and
  - their respective family members.

#### Where we cover - the insured address/site

We cover your home and contents at the site, shown on your schedule as the 'insured address'. The site includes:

- the land your home is directly built on; and
- the part of your yard or garden surrounding your home that is used for domestic purposes only.

It also includes all land adjoining the site that you have a legal right to occupy, if the land adjoining the site is not subject to any communal or common property conditions (e.g. community title/strata title arrangements). The insured address/site does not include common property. This page left blank intentionally.



# THINGS WE DON'T COVER

There are some things we don't cover under your policy and we want to be upfront about this.

Remember, there are also specific things we don't cover in sections 4 to 6, see pages 37 to 62.

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

#### Actions or movements of the sea

any actions or movements of the sea.

#### Aircraft shock waves

the gradual effects of vibrations, or shock waves caused by aircraft travelling at high speeds, but we will cover you if you can clearly show us that the damage was caused by a single destructive incident covered by your policy.

#### Biological, chemical, other pollutant or contaminant

- any actual or threatened use, existence or release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant.

But we will cover:

- fire damage (including water contamination) that is covered by insured event 'Fire (including bushfire) or explosion' on page 40;
- your legal liability under 'Legal liability' cover on page 48, to the extent your legal liability arises from your use of pesticides or herbicides at the insured address.

#### Breaking the law

- you, or someone with your knowledge or permission, committing or trying to commit an unlawful or criminal offence, such as assault or a malicious act;
- your possession, manufacture, supply or consumption of any illegal substances or illegal drugs;
- you not obeying any commonwealth, state, territory or local government law or lawful direction, including laws or lawful directions relating to:
  - smoke alarms;
  - pool fencing;
  - installing a balcony railing or balustrade when required;
  - dangerous goods and liquids;
  - control and safe keeping of dangerous or restricted breeds of dogs, including not obeying any legal requirement to restrain a dog in public or keep it fenced in.

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

#### Building extensions, alterations or renovations

other than the cover under 'Legal liability', building extensions, alterations or renovations to the home or parts of the home, including:

- damage caused by cracking, collapse, subsidence caused fully or partially by the construction work;
- damage caused by storm, flood or water entering your home through openings in the walls or roof or other unfinished parts of the home, whether or not they were temporarily covered at the time of the damage;
- damage caused by storm or flood to any part that is not fully built or is undergoing extensions, alterations or renovations;
- theft or damage by someone who enters or leaves through an unlockable part of the home that is under construction;
- damage caused by a malicious act or vandalism to unfinished parts of the home.

# Bushfires, storms, named cyclone, floods, tsunamis in the first 72 hours of cover

a bushfire, storm, named cyclone, flood or tsunami in the first **72** hours of cover. But we will cover these events if this policy began on the same day:

- you became the owner of the home; or
- that another policy covering the home or contents expired or was cancelled, but not when you cancelled the policy prior to its expiry date, and only up to the sums insured covered under the expired or cancelled policy (any increase in sums insured will not be covered for these events for the first **72** hours specified).

#### Chemical damage when cleaning

chemicals, such as detergents and solvents, when you or someone authorised by you is using them for cleaning.

#### Computer virus or computer hacking

a computer virus or computer hacking.

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

#### Deliberate damage to a reservoir or dam

any deliberate or malicious acts causing damage to, or destruction of, a reservoir or dam, or any looting or rioting following such an incident.

#### Deliberate or reckless actions

an act or omission by you, your family, anyone living at the home or any owner or part owner of the home, or anyone acting with your given or implied consent, which:

- is deliberate;
- is a deliberate lack of action;
- demonstrates a reckless disregard for the consequences of that action or omission.

#### Greenhouse

any accidental breakage of glass in a greenhouse, but we will cover all other damage to them caused by an incident covered by your policy.

#### Ground movement

erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover landslide or subsidence that is specifically covered under the following insured events:

- 'Storm', page 39;
- · 'Flood', page 39;
- 'Earthquake and Tsunami', page 46;
- 'Escape of liquid', page 43;
- 'Explosion', page 40.

#### Hazardous materials

any hazardous materials if not stored or used in accordance with the relevant law, controls and manufacturer's instructions.

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

#### Home or contents not in good condition

any part of the home or contents not being in good condition, such as, but not limited to:

- the roof leaks when it rains;
- there are blocked gutters;
- there are areas of the roof that are rusted through;
- there is wood rot, termite or ant damage to the home;
- there are holes in floors, walls, ceilings, or any other parts of the home (e.g. external wall cladding, internal plaster, floorboards);
- there are boarded up or broken windows;
- there are steps, gutters, flooring, walls, ceilings, gates, fences or wall fences or any other areas of the home that are loose, falling down, missing or rusted through or otherwise in disrepair;
- any previous damage, including insured damage we have cash settled, that has not been repaired;
- the home is infested with vermin;
- plant matter is growing on your home (e.g. walls, windows, gutters);
- the home (including all sheds, outbuildings and other structural improvements at the insured address) is not structurally sound or is unsafe or cannot be lived in;
- rings (i.e. jewellery) where the claw (surrounding the stone) is obviously damaged or worn.

If you are a tenant, in relation to your 'home not being in good condition', this exclusion applies to the extent you are required to maintain the home under your tenancy rental agreement.

#### Illegal drugs or other chemical or poisonous substance

any unintentional or intentional use, existence or contamination by, of or due to:

- illegal drugs including but not limited to the manufacture, storage, use, possession, consumption or distribution of any illegal drugs (or illegal drug precursors);
- any other chemical or poisonous substance.

#### Insects, vermin or rodents

insects, vermin or rodents, but we will cover damage they cause if it is covered under 'Fire (including bushfire) or explosion' on page 40.

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

#### Mechanical, electrical breakdown or other failure

mechanical or electrical failure or breakdown or anything that fails to operate properly, but we will cover damage caused by:

- fire spreading from an electrical fault to other parts of the home and contents to the extent it is covered under insured event 'Fire (including bushfire) or explosion', page 40;
- lightning to the extent it is covered under insured event 'Lightning, including power surge caused by lightning', page 46;
- motor burnout to the extent it is covered under the 'Motor burnout' additional cover, page 52.

#### Mould or mildew

mould or mildew at the insured address unless it was directly caused by an insured event and there is no evidence of preexisting mould in the home.

#### Not complying with building laws or regulations

any component of your home that was not built, constructed, renovated, altered or repaired in compliance with the applying local council requirements or relevant building laws or regulations (**non-complying building component**) except those laws or regulations introduced after your home was originally built or when construction, repairs, renovations or alterations were undertaken. Non-complying building components include, but are not limited to:

- you build an additional bathroom without obtaining appropriate permits or with plumbing that does not meet building laws or regulations;
- non-habitable parts of your home converted to habitable rooms (as defined by the Building Code of Australia), where legal height requirements have not been met;
- incorrect slab height in relation to the outside ground level (i.e. there must be a step down to outside as required under the relevant building laws or regulations);
- poorly designed and non-approved external structures, like decks, gazebos or carports, without obtaining appropriate permits and that do not meet building laws or regulations.

# Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

#### Power surge

power surge, unless the surge or the loss or damage caused by the surge is covered under:

- 'Fire (including bushfire) or explosion', page 40;
- 'Lightning, including power surge caused by lightning', page 46;
- 'Storm', page 39;
- 'Impact', page 45;
- 'Flood', page 39;
- 'Motor burnout' additional cover, page 52.

#### Radioactivity/nuclear materials

- radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste;
- action of nuclear fission including detonation of any nuclear device or nuclear weapon;
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any radioactive or nuclear materials; or
- any looting or rioting following these incidents.

#### Revolution, war

- revolution, hostilities, war or other acts of foreign enemy, war like activity (whether war is declared or not), military coup, hostile acts of sovereign or government state-sponsored entities; or
- any looting or rioting following these incidents.

#### Roots of trees, shrubs and plants

the roots of trees, shrubs or plants, but we will cover damage to the home and contents caused by:

- liquid leaking or overflowing from pipes or drains that are blocked or damaged by these roots to the extent it is covered under insured event 'Escape of liquid', page 43;
- roots from a fallen tree to the extent it is covered under insured event 'Impact', page 45.

# Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

#### Seepage of water

water seeping or running:

- through the earth (hydrostatic water seepage);
- down the sides of earth or earth fill that is up against the home;
- down the sides or underneath swimming pools, spas or tanks;
- against or through retaining walls;
- from agricultural or overflow pipes.

#### Tree lopping

trees being lopped, felled or transplanted by you or someone authorised by you.

#### Wear, tear and gradual deterioration

any part of the home or contents that has wear, tear, rust, fading, rising damp, corrosion, rot, action of light, atmospheric or climatic conditions or gradual deterioration such as, but not limited to:

- tiles and their adhesive or grouting breaking down;
- weathering of roof tiles or roof ridge capping;
- gradual weathering and breakdown of bricks, mortar or concrete;
- wear and tear of carpets, furniture and furnishings;
- fading of curtains and drapes;
- gradual weathering of pot plants.

#### When security or alarms are not working

loss or theft if the door locks, window locks or alarms you told us were installed, were in fact not installed, not in working condition or disconnected.

# We do not cover

the cost to remove asbestos or its derivatives from the insured address, unless the cost is incurred in order to undertake repairs or rebuilding in connection with a claim for loss or damage to your home but only to the extent removal is necessary in order to repair insured home damage.

#### **Communicable Disease**

any loss, damage, claim, cost, expense, legal liability or other sum, directly or indirectly arising out of, or attributable to, a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

#### Confiscation or damage by a legal authority

confiscation, nationalisation, requisition or damage caused by the police, a government authority or someone with the legal authority to do this, but we will cover loss or damage caused by emergency services in attempting to obtain entry at the insured address in connection with an insured event.

#### Defects, faults, workmanship

- loss or damage caused by, connected with or arising from, or liability caused by, connected with or arising from inherent defects, faulty design, structural defects, structural faults or faulty/poor workmanship (e.g. structural posts, beams or load bearing walls have been removed without taking into account structural engineering requirements), if you knew or should have reasonably known about it (e.g. because the defect or fault was able to be observed by you or because it was identified in a pre-purchase building inspection report);
- any loss or damage to the part of the home with an inherent defect, faulty design, structural defect or faulty/poor workmanship, whether or not you knew or should reasonably have known about it.

For details about 'How we deal with defects, faults and poor workmanship' as part of the repair or rebuilding process see page 71.

# Extra costs or other losses following an incident covered by your policy

extra costs or other losses (financial and non-financial loss) following an incident covered by your policy, including but not limited to:

- loss of income or wages;
- medical expenses;
- costs, including the cost of your time to prove your loss, or to help us with your claim (e.g. phone calls, postage) unless stated otherwise in your policy;
- cost of hiring appliances after yours suffer loss or damage;

# We do not cover

- professional, expert, legal, consulting or valuation costs unless you obtained our prior authority to incur these costs;
- cost of replacing or reapplying pest control chemicals and baits in or around the insured address;
- travel costs;
- cleaning costs unless stated otherwise in your policy;
- any increase in electricity costs not directly arising from an incident covered by your policy.

#### Medical equipment and aids

any medical equipment, item or aid which is designed to be either wholly or partially within the body, either permanently or temporarily. By 'within the body' we mean medical equipment, items or aids which require a specific incision to be made in the body to enable them to be implanted but we will cover hearing aids (including cochlear implants).

#### Photographs, electronic data and images

repairing, replacing or fixing:

- electronic data or files that are corrupted, damaged or lost, including software, photographs, films, music or other visual images or audio files stored electronically or on any other medium, unless:
  - the device that they were stored on was lost or damaged in an insured event; and
  - the electronic data or files were legally purchased and you cannot restore them free of charge.
- hard copies of photographs, films or other visual images that are damaged or lost, but we will cover the cost of reproducing hard copy photographs you have purchased from, or had produced by, a professional photographic business or retail outlet.

#### Renting rooms

any loss, damage, cost, expense or legal liability if you live in the home and rent or lease a room or rooms to a tenant or paying guest (including a boarder).

#### Replacement of water

the loss, storage or replacement of water in any tank, container, pool, spa, and any water storage vessel, unless specifically covered under insured event 'Fire (including bushfire) or explosion' on page 40.

# We do not cover

#### Sale of your home, contents or personal valuables

- loss (including theft) of your home, contents or personal valuables (or the proceeds of sale) by a person authorised to offer your contents or personal valuables for sale;
- loss of your home, contents or personal valuables (or the proceeds of sale) as a result of the bankruptcy or insolvency of a person authorised to offer your contents or personal valuables for sale;
- loss (including theft) of your home, contents or personal valuables (or the proceeds of sale) when you sell them online (e.g. eBay sales).

#### Sanctions

any payments (including refunding a premium) or the provision of any services or benefit to you or to any other party to the extent that such cover, payment, service or benefit would contravene or otherwise expose us to any penalty, sanction, prohibition or restriction under any applicable United Nations resolutions or trade or economic sanctions, law or regulation of Australia, New Zealand, the European Union, United Kingdom or United States of America.

#### Short-term and holiday rentals if you are a landlord

any loss, damage, cost, expense or liability if you are a landlord and the home is used for short-term-rental, holiday letting or house sharing, including an arrangement booked through an online booking platform.

#### Squatters or trespassers

any loss, damage, cost, expense or legal liability when squatters or trespassers occupy the insured address.

# We do not cover legal liability for or caused by, connected with or arising from:

#### Agreements you enter into

any agreement or contract you enter into, but we will cover your legal liability if it would have existed had you not entered into the agreement or contract.

#### Aircraft

you using or owning any aircraft or the facilities to land or store aircraft, but we will cover:

- a remote controlled model or toy aircraft with a wingspan up to **1.5** metres (but not a drone);
- a kite designed to be held by a person on land or attached to a non-motor powered watercraft (e.g. a surf kite).

#### Animals

any animal other than your domestic dog, cat or horse.

#### Asbestos

exposure to, or potential exposure to, asbestos in any form.

#### Building, altering or renovating

building work being carried out at the insured address where the total cost of the building, altering, extending or renovating is more than **\$50,000**.

#### **Business activity**

any business activity, but we will cover:

- part-time or casual babysitting where you do not need to be registered or licensed to do this;
- the tenancy of the insured address under a rental agreement, if you are a landlord.

#### Caravans and trailers

using or towing a caravan, mobile home or trailer.

#### Committee members or officials

your actions or duties as a committee member or director of a club or association, as a coach, referee, official or medical officer at a game or organised sporting activity.

# We do not cover legal liability for or caused by, connected with or arising from:

#### Death or injury

death or injury of:

- you;
- your family;
- a child (born or unborn) under **18** years who is your child or the child of your spouse, de facto or partner;
- your pets;
- anyone who usually lives at the insured address (who is not a tenant under a rental agreement).

#### Defamation or copyright

defamation or breach of copyright.

#### Drones

aerial devices, drones and other autonomously piloted aircraft.

#### Erection or demolition

erection or demolition of the home or structures.

#### Fines, penalties and other damages

civil or criminal penalties or fines or aggravated, exemplary, punitive or multiple damages.

#### Legal actions in other countries

legal actions or legal claims brought against you, decided or heard in, or applying a law of any country outside Australia or New Zealand.

#### Motor vehicles or motorcycles

the use or ownership of a motor vehicle or motorcycle or instructing someone on how to use it unless at the time of the incident, it was being used legally and did not have to be insured under any compulsory third party insurance laws or motor accident injuries insurance scheme laws and was:

- a remote controlled motor car;
- a wheelchair or a mobility scooter designed to accommodate physical disabilities or the elderly;
- a golf cart or buggy;
- a personal transportation vehicle (see section 11 'Words with special meanings' on page 95);
- domestic gardening equipment (e.g. a ride-on mower).

# We do not cover legal liability for or caused by, connected with or arising from:

# Property owned by you or property in your physical or legal custody

damage to property which:

- is owned by you or your family, or anyone who usually lives with you at the insured address;
- belongs to someone else and is in your physical or legal custody and control;
- is owned by your employer (e.g. you accidentally damage office equipment at your work place),

but we will cover your legal liability under a tenancy rental agreement when your contents in your landlord's residential property are insured under your policy, for damage caused by:

- water leaking from pipes, washing machines, dishwashers or water overflowing from blocked baths or tubs;
- fire damage to your landlord's property.

#### Watercraft

using or owning any watercraft unless it is a sailboard, surfboard, wave board, canoe, kayak, non-motorised surf ski or remote controlled model watercraft.

#### Your employees

death or injury of your employees or damage to their property including while they are working for you at the insured address.

## 4

## WHAT WE COVER – THE DETAILS

In this section, we tell you about our cover for loss or damage to your home and contents and our legal liability cover.

#### What you are covered for - Insured events

Loss or o	damage to your home and contents
We cover	<b>If you have home cover</b> We cover loss or damage to your home at the insured address caused by an insured event during the period of insurance.
	If you have contents cover We cover loss or damage to your contents at the insured address caused by an insured event in the period of insurance. The insured events we cover are set out on pages
We	38 to 48. Contents in the open air (except for the limited
don't cover	cover provided in the Additional cover 'Contents in the open air' on page 57).
×	Anything in section 3 'Things we don't cover' on pages 23 to 36.
Limit \$	<b>If you have home cover</b> The most we will pay for any one incident is the home building sum insured shown on your schedule, unless we say otherwise in your policy.
	<b>If you have contents cover</b> The most we will pay for any one incident is the home contents sum insured shown on your schedule, unless we say otherwise in your policy



We do not insure wear, tear or gradual deterioration. For full details, see page 30.



When making a claim you must be able to prove that an incident covered by your policy took place. An incident means a single event, accident or occurrence which you did not intend or expect to happen (e.g. it means a single storm event, it does not mean rain over time).

Storm, h	ail, rain or flood
We cover	Loss or damage caused by storm, hail, rain or flood during the period of insurance.
We don't cover	<ul> <li>anything in section 3 'Things we don't cover' on pages 23 to 36;</li> <li>loss of or damage to retaining walls, sea walls and revetments, garden borders and free standing outdoor walls;</li> <li>damage to external paintwork if there is no structural damage to that part of the home;</li> <li>loss or damage caused by actions or movements of the sea;</li> <li>resultant cracking to sealed paths, sealed roads and sealed driveways, but we will cover them if they are washed away by a storm or flood;</li> <li>loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by a flood;</li> <li>loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover damage caused by a landslide or subsidence proved to have occurred within <b>72</b> hours of, and directly because of, a storm or flood and not because of of erosion, structural fault or design fault;</li> </ul>
• 'Flood' means the covering of normally dry land by water that has escaped or been released from the normal	

that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal;
- a dam.

Fire (incl	luding bushfire) or explosion
Fire (incl We cover	<ul> <li>Inding bushfire) or explosion</li> <li>Loss or damage caused by: <ul> <li>explosion;</li> <li>fire (including bushfire);</li> <li>heat, ash, soot and smoke that is the direct result of a fire within 100 metres of the insured address.</li> </ul> </li> <li>Extra costs cover in the event of bushfire If, during the period of insurance, there is a bushfire in your area, we also cover the following costs even if there is no actual physical loss or</li> </ul>
	<ul> <li>damage to the home:</li> <li>the cost of replacing water in any tank, container, pool, spa and any other storage vessel where the water has: <ul> <li>been used to limit the spread of bushfire at the insured address; or</li> <li>become contaminated due to the use of fire retardant at the insured address;</li> <li>the cost of cleaning fire retardant off the home. If your claim is for these extra costs only, no excess applies.</li> </ul> </li> </ul>
Limit \$	The most we will pay under 'Extra costs cover in the event of bushfire' is <b>\$1,000</b> for any one incident.
We don't cover	<ul> <li>anything in section 3 'Things we don't cover' on pages 23 to 36;</li> <li>fire or explosion if the home has been unoccupied for <b>60</b> consecutive days immediately before the fire or explosion, see page 15 for further details;</li> <li>the cost of repairing or replacing the item or container that exploded;</li> <li>loss or damage caused by nuclear or biological devices;</li> <li>arcing, scorching, melting or cigarette burns, unless a fire spreads from the initial burn spot (e.g. cigarette burns to carpet where no fire has spread);</li> <li>pollution or vapour from a home heater or a cooking appliance, unless a fire spreads from the initial source;</li> <li>gradual exposure to fire, heat, ash, soot and smoke due to recurring incidents of fire or bushfire over a period of time.</li> </ul>

Maliciou	s acts or vandalism
We cover	Loss or damage caused by malicious acts or vandalism (e.g. vandals damaging your letterbox or painting graffiti on your home).
We don't cover	<ul> <li>anything in section 3 'Things we don't cover' on pages 23 to 36;</li> <li>loss or damage caused by you or someone who lives at your home;</li> <li>loss or damage caused by someone who is at the insured address: <ul> <li>with your consent or the consent of someone who lives or is staying at the insured address;</li> <li>with the consent of someone who had your authority to allow them access to the insured address.</li> </ul> </li> <li>loss or damage if you or someone living with you encourages or incites the malicious acts or vandalism;</li> <li>loss or damage by malicious acts or vandalism if the home has been unoccupied for <b>60</b> consecutive days immediately before the malicious act or vandalism occurred, see page 15 for further details.</li> </ul>

Theft or	Theft or attempted theft	
We cover	Loss or damage caused by theft or attempted theft.	
We don't cover	<ul> <li>anything in section 3 'Things we don't cover' on pages 23 to 36;</li> <li>theft or attempted theft caused by you or someone who lives at the insured address;</li> <li>theft or attempted theft caused by someone who is at the insured address: <ul> <li>with your consent;</li> <li>with the consent of someone who had your authority to allow them access to the insured address.</li> </ul> </li> <li>loss or damage to the home caused by theft or attempted theft if the home has been unoccupied for <b>60</b> consecutive days immediately before the theft or attempted theft, see page 15 for further details;</li> <li>loss or damage caused by thieves or burglars entering your insured address from common property, shared clothes line areas, garages, storage areas or a car parking lot at the insured address without signs of forced entry, but we will cover theft without forced entry from a fully enclosed car garage which is restricted for your use only.</li> </ul>	

<b>F</b> actor of the	A Barriel
Escape of	
We cover	Loss or damage caused by liquid leaking, overflowing or bursting from any of the following:
	<ul> <li>refrigerators, freezers, dishwashers and washing machines;</li> </ul>
	<ul> <li>any drain, fixed pipes, drainage and sewage systems (not forming part of a shower cubicle wall, floor or base);</li> <li>gutter or guttering;</li> <li>fixed tanks;</li> <li>swimming pools or spas;</li> </ul>
	<ul> <li>waterbeds;</li> </ul>
	<ul> <li>water beus,</li> <li>baths, sinks, toilets and basins (but not showers);</li> <li>fixed heating or fixed cooling system;</li> <li>water main, fire hydrant or water supply pipe;</li> <li>tap spindles;</li> </ul>
	<ul> <li>an aquarium.</li> </ul>
	If a claim for escape of liquid is covered, we will also pay the reasonable cost of locating, at the insured address, the source of the escaped liquid and to repair and restore the damage to your home or contents caused by the exploratory work.
We don't cover	<ul> <li>anything in section 3 'Things we don't cover' on pages 23 to 36;</li> <li>accidental gradual leakage of any kind;</li> <li>costs incurred in repairing, replacing or accessing the item from which the liquid escaped;</li> <li>the cost of repairing or replacing the item from which the liquid escaped (e.g. a cracked pipe or leaking tap);</li> <li>loss or damage caused by flood;</li> <li>loss or damage caused by erosion, vibration, subsidence, landslip, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage to the home or contents caused by a landslide or subsidence proved to have occurred within <b>72</b> hours of, and directly because of, escape of liquid and not because or erosion, structural fault or design fault;</li> <li>wear, tear and gradual deterioration or loss or damage as a result of a gradual process of liquid leaking, splashing, dripping or overflowing;</li> <li>loss or damage caused by leaks from</li> </ul>

Escape	of liquid (cont.)
Escape ( We don't cover	<ul> <li>of liquid (cont.)</li> <li>loss or damage caused by liquid from a portable container, such as a pot plant, vase, terrarium, fishbowl (but not an aquarium), beverage container, saucepan, bucket or watering can;</li> <li>loss or damage caused by liquid from a watering system or garden hose;</li> <li>loss or damage to retaining walls;</li> <li>loss or damage to any portion of a fence or wall that is not owned by you;</li> <li>loss or damage caused by a leaking shower floor, leaking shower base, leaking shower cubicle walls, leaking shower glass screening or doors, leaking open shower floor area or other wet areas;</li> <li>costs if you repair or renovate a damaged area of the home before we can inspect it and find the cause;</li> <li>broken, worn or aged tiles or grouting in walls in bathrooms, kitchens or laundries, unless the damage is liquid leaking from pipes in walls or floors (not forming part of a shower cubicle wall, floor or base);</li> <li>loss or damage caused by wear, tear and gradual deterioration, rust, fading, rising damp, mould, mildew, corrosion, rot;</li> <li>damage caused by actions or movements of the</li> </ul>
	sea; • costs of locating a leakage outside the insured
	address;
	<ul> <li>in relation to exploratory costs, if the source of the leak can be located without invasive work (e.g. using a thermal camera) we won't pay any further exploratory work costs (or loss or damage related to exploratory work) after this point.</li> </ul>

Impact	
We cover	<ul> <li>Loss or damage caused by impact (or power surge caused by impact) at the insured address from:</li> <li>any animal that is not kept at the insured address;</li> </ul>
	<ul> <li>a falling tree or part of a falling tree including the roots;</li> <li>any aircraft, including drones;</li> <li>anything dropped from an aircraft, spacecraft or satellite;</li> <li>any television, radio aerial or dish, or its fitting or mast;</li> <li>falling power or communication poles, towers or lines;</li> <li>any vehicle; or</li> <li>space debris or meterorites;</li> <li>an object falling from a motor vehicle or trailer;</li> <li>any craft that floats or travels on water.</li> </ul>
We don't cover	<ul> <li>anything in section 3 'Things we don't cover' on pages 23 to 36;</li> <li>loss or damage caused by flood or storm surge;</li> <li>loss or damage caused by impact by any animal kept at the insured address;</li> <li>loss or damage to driveways, paths, paving or underground services caused by a road vehicle, crane or earth moving equipment;</li> <li>loss or damage to any portion of a fence or wall that is not owned by you;</li> <li>loss or damage caused by trees being lopped, felled or transplanted by you or someone authorised by you;</li> <li>the cost of removing or lopping trees or branches that have not damaged the home or contents;</li> <li>the removal of tree stumps or roots still in the ground;</li> <li>loss or damage caused by impact (or power surge caused by impact) when the point of impact is outside the insured address.</li> </ul>

Lightning	Lightning, including power surge caused by lightning	
We cover	Loss or damage caused by lightning (including power surge caused by lightning).	
We don't cover	<ul> <li>anything in section 3 'Things we don't cover' on pages 23 to 36;</li> <li>loss or damage caused by power surge or power fluctuations not caused by lightning;</li> <li>loss or damage without written confirmation from a qualified repairer (e.g. electronics repairer) saying lightning was the actual cause of the loss or damage;</li> <li>any claim where the Australian Government Bureau of Meteorology has no record of lightning in your area at the time of the loss or damage.</li> </ul>	

Earthqua	Earthquake and Tsunami	
We cover	Loss or damage caused by an earthquake or tsunami.	
We don't cover	<ul> <li>anything in section 3 'Things we don't cover' on pages 23 to 36;</li> <li>loss or damage caused by flood;</li> <li>loss or damage caused by actions or movements of the sea;</li> <li>loss or damage that occurs more than 72 hours after the earthquake or tsunami;</li> <li>loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage to the home or contents caused by a landslide or subsidence proved to have occurred within 72 hours of, and directly because of, an earthquake or tsunami and not because of erosion, structural fault or design fault.</li> </ul>	

Riot, civi	Riot, civil commotion or public disturbance	
We cover	Loss or damage caused by riot, civil commotion or public disturbance (e.g. damage caused by a violent crowd moving down your street).	
We don't cover	<ul> <li>anything in section 3 'Things we don't cover' on pages 23 to 36;</li> <li>loss or damage caused by you or someone who lives at the insured address;</li> <li>loss or damage caused by someone who entered the insured address: <ul> <li>with your consent;</li> <li>with the consent of someone who had your authority to allow them access to the insured address;</li> </ul> </li> <li>loss or damage caused by nuclear or biological devices.</li> </ul>	

Accident	Accidental breakage of glass	
We cover	<ul> <li>Accidental breakage of the following glass items that happens during the period of insurance:</li> <li>glass fixed to your home;</li> <li>skylights;</li> <li>shower bases, basins, sinks, bath, toilets or cisterns.</li> <li>Breakage means that the glass is broken through its entire thickness.</li> </ul>	
We don't cover	<ul> <li>anything in section 3 'Things we don't cover' on pages 23 to 36;</li> <li>glass that is only chipped or scratched, or for any imperfections in the glass;</li> <li>glass in a greenhouse;</li> <li>glass contents;</li> <li>glass that is part of a content item;</li> <li>glass that forms part of mirrors or hand held mirrors;</li> <li>glass that was damaged or that had imperfections before it was broken;</li> <li>glass stove tops, stove lids, cooking surfaces or oven doors where the loss or damage is a result of normal wear and tear, or normal application of heat.</li> </ul>	

#### What you are covered for – Legal liability

Legal liability	
We cover	<ul> <li>If you have home cover</li> <li>We cover your legal liability to pay compensation for death of or bodily injury to other people, or loss or damage to their property, resulting from an incident which happens during the period of insurance: <ul> <li>in connection with you owning or living in the home; and</li> <li>at the insured address/site.</li> </ul> </li> <li>We will also cover you for associated legal costs for a claim against you that is covered. We need to first agree to pay the legal costs before they are covered.</li> <li>If you have contents cover</li> <li>We cover your legal liability to pay compensation for death of or bodily injury to other people, or loss or damage to their property, resulting from an incident which happens anywhere in Australia or New Zealand during the period of insurance: <ul> <li>which is unrelated to your ownership of the home or land at the insured address/site; or</li> <li>if it results from fixtures and fittings attached to the insured address that you are legally responsible for under a rental agreement.</li> </ul> </li> </ul>
We don't cover	Anything in section 3 'Things we don't cover' on pages 23 to 36.
Limit \$	The most we will pay for all claims from any one incident for legal liability covered under this Legal liability cover is <b>\$20 million</b> , including all associated legal costs.



For examples of how we settle home claims, see section 8 'How we settle claims – some examples' on page 77.

## 5

### ADDITIONAL COVERS THAT COME WITH YOUR POLICY

When a claim for loss or damage to your home and contents is covered, you may be entitled to the additional cover in this section.

Please note:

- some covers can be claimed on independently to a claim for loss or damage to your home or contents;
- the limits shown are paid in addition to the home or contents sums insured, unless stated otherwise.
  - All of the conditions of your policy and section 3 'Things we don't cover' on pages 23 to 36 apply to the additional covers.

In some circumstances, an additional cover may be available to you before your claim for loss or damage to the home or contents is confirmed as covered under your policy. This does not mean that your claim has or will be covered.

Other repair/rebuilding costs (home cover only)	
Ve cover	<ul> <li>Pair/rebuilding costs (nome cover only)</li> <li>When we cover the costs of rebuilding or repairing damaged parts of your home, we will pay the reasonable and necessary costs:</li> <li>of demolition and/or removal of debris from the insured address;</li> <li>of any temporary work required to make the damaged or destroyed home and insured address safe;</li> <li>for the services of professionals, such as architects or surveyors, to repair or rebuild at the insured address;</li> <li>of solicitor's fees for preparing building applications and obtaining approvals;</li> <li>to make the damaged building components comply with current home building regulations</li> </ul>
	and laws. We only pay these costs if the building components complied with home building regulations and laws when they were built or when construction, repairs, renovations or alterations were undertaken.
We don't cover	<ul> <li>The costs of:</li> <li>removing tree stumps and roots still in the ground;</li> <li>removing or lopping trees or branches that have not damaged the home;</li> <li>upgrading undamaged parts, sections or components of the home to comply with the current building regulations and laws;</li> <li>making the home comply with building regulations and laws that existed but were not complied with when the home was originally built or when construction, repairs, renovations or alterations were undertaken (e.g. we will not pay to raise the home if renovations under the home did not comply with height limits or requirements);</li> </ul>

Other repair/rebuilding costs (cont.)	
We don't cover	<ul> <li>making sheds or outbuildings comply with current building laws and regulations if they did not comply with council requirements and/ or if the required permits were not in place at the time they were originally built or when construction, repairs, renovations or alterations were undertaken;</li> <li>any professional fees (e.g. architect's fees) related to a change in the design of the home (or to upgrade parts of it) that you choose to make.</li> </ul>
Limit \$	The reasonable and necessary costs.

Under 'Other repair/rebuilding costs' we will only make damaged components of the home which we are repairing or rebuilding under your policy comply with current home building regulations and laws. This means for example, if the roof was damaged due to impact by a falling tree and required repairs, we would repair or rebuild the roof to comply with current laws as the damaged component of the home. If other building components within the roof space were not damaged in the incident, they would not be repaired or rebuilt as part of the claim. For what we mean by 'components' see page 93.

Motor bu	ırnout	
A claim u claim for	A claim under this cover can be made independently of a claim for loss or damage to your home or contents.	
We cover	<ul> <li>The burning out or fusing of electric motors, that happens in the period of insurance, in household equipment or appliances which are part of your:</li> <li>home, if you have home cover;</li> <li>contents, if you have contents cover.</li> <li>Cover includes the cost to repair or replace:</li> <li>the electric motor or compressor containing the motor;</li> <li>an entire sealed unit, filter, dryer and re-gassing if the electric motor is inside a sealed refrigeration or air conditioning unit;</li> <li>a swimming pool water pump, combined with its electric motor, if the replacement pump motor cannot be bought on its own.</li> </ul>	
We cover	Repairing your motor We will engage a repairer within our repairer network who is able to complete the repairs to your motor to provide a quote. If the quoted cost to repair the electric motor or motor in an appliance is less than the cost of replacement, we will authorise the repairs. If you do not accept the offer to repair and you request a cash settlement, we will pay you the quoted cost. Replacing your motor If the quoted cost to repair the electric motor or motor in an appliance is more than the cost of replacement or the motor cannot be repaired, you have the option for a replacement of an equivalent motor or motor in a sealed unit of the same specification and standard available at the time of the loss and damage. If you do not accept the offer and you request a cash settlement, you will be paid the value of our replacement motor. This may be less than what it would cost you to arrange the replacement in the market as we are able to secure supplier discounts from within our supplier network. Replacing the whole appliance We will only pay to replace the whole household equipment or appliance containing the motor when a member of our supplier network determines that the cost to repair or replace the whole household equipment or appliance. For how we settle, see	

Motor bu	Motor burnout (cont.)	
We don't cover	<ul> <li>The costs: <ul> <li>to replace fuses or protective devices, contact switches or relays, lighting or heating elements, starter switches, other parts where sparking or arcing occurs during their ordinary use;</li> <li>for damage to mechanical parts of any description that occurred as a result of the motor burning out;</li> <li>of hiring a replacement appliance or machine;</li> <li>of extracting or reinstalling a submersible pump;</li> </ul> </li> <li>any amount you can recover under a manufacturer's guarantee or warranty;</li> <li>loss or damage to motors forming part of equipment or appliances used in conjunction with your trade, business activity or occupation;</li> <li>loss or damage to a refrigerator or freezer caused by spoiled food.</li> </ul>	
Limit \$	Costs to repair or replace the whole household equipment or appliance containing the motor.	

Landlord's furnishings (home cover only)	
We cover	<ul> <li>If you have insured your home and a claim for loss or damage is covered under this policy, we will also cover loss or damage caused by the same incident to a landlord's:</li> <li>furniture;</li> <li>furnishings;</li> <li>carpets.</li> <li>We will only pay for this loss or damage if:</li> <li>you lease out your home; and</li> <li>you are not living in your home at the time of the loss or damage; and</li> <li>the items are in your home for your tenant to use; and</li> <li>the tenant is not responsible for loss or damage to the items under the rental agreement.</li> </ul>
We don't cover	<ul> <li>we will not pay:</li> <li>for accidental damage of any kind;</li> <li>in respect of carpets and internal window furnishings, we will only pay for repair or replacement of carpets or internal window furnishings in the room or rooms in which damage to those items occurred;</li> <li>when the home building sum insured has been totally exhausted by the insured damage to your home;</li> <li>these costs if you only insure your contents.</li> </ul>
Limit \$	The most we will pay for all claims from any one incident is up to <b>5%</b> of the home building sum insured.

Out-of-pocket expenses (home cover only)	
We cover	<ul> <li>If you have insured your home and a claim for loss or damage is covered under this policy and the loss or damage to your home means that it cannot be lived in, we will pay the following out-of-pocket expenses for you:</li> <li><b>Temporary accommodation</b> If you own and live in your home at the time of the loss or damage, we will pay for the reasonable costs of temporary, similar accommodation while your home is being replaced, rebuilt or repaired. Lost rent If you: <ul> <li>lease out your home at the time of the loss or damage;</li> <li>can show that you would have leased your home out during the period reasonably necessary to replace, rebuild or repair it;</li> <li>then we will pay you:</li> <li>the actual rent you lose under your rental agreement; or</li> <li>the rent you show us you would have lost, while your home is being replaced, rebuilt or repaired. You may be able to show this by a signed rental agreement from a tenant that was due to move in. </li> </ul></li></ul>
We don't cover	<ul> <li>anything in section 3 'Things we don't cover' on pages 23 to 36;</li> <li>temporary accommodation or lost rent if you have only insured your contents;</li> <li>lost rent if you do not lease your home to permanent tenants. This means if the property is used for short-term rental, holiday letting or house sharing (including arrangements booked through an online booking platform), there is no cover.</li> </ul>
Limit \$	The most we will pay for all claims from any one incident for Temporary accommodation or Lost rent is <b>20%</b> of the home building sum insured.

Food and	d medication spoilage (contents cover only)
	nder this cover can be made independently of a loss or damage to your contents.
We cover	<ul> <li>If you have contents cover we will cover spoilage of refrigerated food, frozen food and refrigerated medicines at the insured address during the period of insurance caused by:</li> <li>your freezer or refrigerator breaking down;</li> <li>the sudden escape of refrigerant fumes;</li> <li>electrical or electronic breakdown, failure or malfunction;</li> <li>accidental damage to your freezer or refrigerator; or</li> <li>the public electricity supply failing to reach the home or insured address.</li> </ul>
We don't cover	<ul> <li>loss or damage to the refrigerator or freezer due to the interruption to the electricity supply as a direct result of a strike;</li> <li>loss or damage if you or your family cause the frozen or refrigerated food to spoil; or</li> <li>loss or damage to a refrigerator or freezer caused by spoiled food (e.g. odour or residue caused by food spoilage).</li> </ul>
Limit \$	The most we will pay for any one incident is up to <b>\$500</b> in total.

## Temporary accommodation when you are a tenant (contents cover only)

We cover	<ul> <li>When you are a tenant</li> <li>If you have insured your contents and an insured event damages the home to the extent that the home cannot be lived in, and you are responsible for paying all of the rent under the lease, we will pay for:</li> <li>the additional costs of temporary, similar accommodation while the home is being replaced, rebuilt or repaired.</li> <li>Note: Additional costs means accommodation costs over and above the amount you were renting the home for when it was able to be lived in.</li> </ul>
We don't cover	Anything in section 3 'Things we don't cover' on pages 23 to 36.
Limit \$	The most we will pay for all claims from any one incident for temporary accommodation is <b>\$2,500</b> .

## Contents away from the insured address (contents cover only)

A claim under this cover can be made independently of a claim for loss or damage to your contents.

	<u> </u>
We cover	<ul> <li>If you have insured your contents and you temporarily remove them away from the insured address, we will pay for loss or damage to your contents caused by an insured event, provided that your contents are situated in Australia in:</li> <li>a part of any building you are temporarily living in, but not its common areas or areas that are open to the public. (e.g. if you are staying in a hotel, we insure you for items stolen from your locked hotel room, but not those stolen from the lobby);</li> <li>any occupied private residence; or</li> <li>any bank safety deposit facility.</li> </ul>
We don't cover	<ul> <li>loss or damage to your contents when they: <ul> <li>are in transit to or from or in commercial storage;</li> <li>are in transit during a permanent removal;</li> <li>have been away from the insured address for more than <b>90</b> consecutive days;</li> <li>have been removed permanently from the insured address;</li> <li>are kept in a caravan, tent, trailer, motor vehicle or any craft that floats or travels on water.</li> </ul> </li> <li>accessories and spare parts for motor vehicles, motorcycles, trail bikes, mini bikes, caravans, trailers and any craft that floats or travels on water; or</li> <li>office equipment, tools of trade and any other property used in connection with a business.</li> </ul>
Limit \$	<ul> <li>The most we will pay for any one incident is:</li> <li>\$1,000 per item, set or collection, and up to 20% of the contents sum insured in total.</li> </ul>

#### Contents in the open air (contents cover only)

A claim under this cover can be made independently of a claim for loss or damage to your contents.

We cover	If you have insured your contents, we will cover loss or damage to your contents in the open air at the insured address caused by insured events: • storm, hail, rain or flood; or • theft or attempted theft.
Limit \$	The most we will pay for loss or damage to contents in the open air is up to <b>\$500</b> in total.

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### OPTIONAL COVERS THAT YOU CAN PAY EXTRA FOR

Some covers you can ask us to add as an extra on your policy. In this section, we explain our different optional covers. If an optional cover applies to your policy it will be shown on your schedule. All of the conditions of your policy and 'Things we don't cover' in section 3 on pages 23 to 36 apply to the optional covers.

## Personal Valuables cover (Available with contents cover only)

If you have contents cover under this policy, you can choose to insure your personal valuables when they are **away from the home** for an extra premium. This option will extend cover to accidental loss, theft or damage of your personal valuables anywhere in the world.

If you choose and pay for Personal Valuables cover, the relevant sums insured will be shown on your schedule as 'Personal Valuables - Unspecified Items' or 'Personal Valuables - Specified Items'.

You can choose to insure Personal Valuables - Unspecified Items, Personal Valuables - Specified Items or both. The most we will pay for any individual item, pair, set or collection for a Personal Valuable - Unspecified Item is **\$1,000**. If you need more cover, ask us to insure your item as a Personal Valuable -Specified Item.

#### Personal valuables mean

Any of the items we list below that are owned by you:

- sporting, recreational and leisure goods and equipment (but not equipment that is used on, in or under water or in the air, or motorised sporting equipment);
- jewellery and watches;
- furs;
- musical instruments (but not other music equipment or musical accessories, such as amplifiers);
- sunglasses, prescription glasses;
- electonic tablets (e.g. iPads);
- photographic and optical equipment;
- portable electrical items or battery powered items and their accessories (including mobile phones, video cameras and laptops);
- clothing and belongings normally worn or carried;
- personal money, meaning cash, cheques, postal or money orders; and
- financial transaction cards.

#### × Personal valuables does not mean

Any of the items we list below:

- firearms, whether or not in working order;
- watercraft or outboard motors;
- motorised wheelchairs, golf buggies or ride on lawn mowers and similar motorised transportation and personal transportation vehicles;
- drones;

- furniture or household items;
- camping equipment;
- films, CDs, DVDs, other devices that contain electronic files or data, or memory cards holding audio or video data;
- contact lenses, hearing aids or prosthetic or dental aids;
- projection equipment; and
- clothing when it is being worn while playing sport or exercising.

Personal Valuables - Unspecified Items or Personal Valuables - Specified Items We Accidental loss or damage to your personal valuables occurring anywhere in the world during cover the period of insurance.  $\checkmark$ We loss or damage to a personal valuable if it is don't caused by: cover - a defect in the item: X - depreciation; - rusting or corrosion; - dampness or weather conditions; - any process of cleaning, repairing, altering, restoring or renovating the item; - delay, detention, confiscation or destruction by customs officials or other authorities: - mechanical or electrical breakdown: - using sporting equipment or bicycles for the purpose they were designed or made for; or - using property in connection with a profession, business or trade. loss caused by the fraudulent use of your financial transaction card if you did not comply with all of the conditions of use for the card (e.g. your PIN was with your card when stolen). Limit Personal Valuables - Unspecified Items Up to the Personal Valuables - Unspecified Items sum insured shown on your schedule, but the most we will pay is: \$1,000 for any individual item, pair, set or collection; \$200 for personal money; \$500 for financial transaction cards. Personal Valuables - Specified Items The most we will pay for any one incident is the sum insured shown on your schedule for each item specified.

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# 7

### MAKING A CLAIM

We want to be there for you in your times of need. In this section we set out how we help you when you make a claim and important information about:

- what you must and must not do;
- how to establish your loss;
- how we settle home and contents claims;
- what happens after we pay your claim.

#### Making a claim

#### What you must do

- allow us to inspect the damaged home and/or contents;
- allow us to arrange for experts to assess the damaged home and/or contents and to quote on repair or replacement;
- arrange for your contents to be moved and stored in order to facilitate repairs to your home (Note: if you have contents cover with us, some cover may be available under your contents cover);
- provide us with a quote/s for repair or replacement if we ask for this;
- when requested, provide us with proof of loss, ownership and value;
- provide us with any inspection report you might have obtained prior to purchasing your home;
- provide us with information, co-operation and assistance in relation to your claim (including attending an interview or over the phone, or giving evidence in court if required);
- allow us, or a person nominated by us, to recover, salvage or take possession of parts of your home and/or contents, when we replace or pay you the full sum insured. When we ask, you must send any items to us, or cooperate in our collection or retrieval of such items.

#### What you must not do

- do not dispose of any damaged parts or items of your home or contents without our consent unless it is necessary for health and safety reasons (if possible, take photos of the damaged parts or items being disposed of);
- do not carry out or authorise repairs without our consent unless you cannot contact us and need to make emergency repairs to protect your home or contents from further damage or it is necessary for health and safety reasons;
- do not wash or clean or remove debris from any area damaged by fire without our consent unless you need to do this to prevent further loss or it is necessary for health and safety reasons;
- do not admit liability or responsibility to anyone else unless we agree;
- do not negotiate, pay or settle a claim with anyone else unless we agree;
- do not accept payment from someone who admits fault for loss or damage to your home or contents. Refer them to us instead.

#### If you do not comply

If you do not comply with 'What you must do' and 'What you must not do', we can reduce or refuse your claim and/or recover from you any costs and/or any monies we have paid and/or cancel your policy.

#### Legal liability claims

You must tell us about any incident that has caused an injury to others or damage to other people's property.

You must also tell us as soon as possible about any demands made on you to pay compensation to others and any court actions or offers of settlement and send these to us.

If you make a legal liability claim under your policy we can decide to defend you, settle any claim against you or represent you at an inquest, official inquiry or court proceedings. If we decide to defend you, settle any claim against you or represent you, then you must give all the help we need, including after your claim has been settled.

#### If we decline a claim or do not pay a claim in full

We will provide reasons for our decision to decline the claim or not pay it in full. We will send you written confirmation of our decision.

#### How to establish your loss

#### Establish an incident took place

When making a claim you must be able to prove that an incident covered by your policy actually took place. If you do not do this, we will not be able to pay your claim.

We may obtain the following from the police:

- confirmation that you reported the incident;
- details of any investigations they undertook.

You must give us authority to access these records, if we ask.

#### Describe your loss or damage

You must also give us accurate and full details of what was lost, stolen or damaged.

#### Proving loss, ownership and value

You must give us proof of loss, value and ownership of items claimed when we request it.

Allowing us, a repairer or an expert appointed by us, to look at what is damaged is usually all that is needed to prove your loss. Sometimes we might ask you to produce a copy of the most recent plans and drawings for the home, photographs of the home or contents or other proof that supports the extent of the loss you have suffered.

#### Proving loss, ownership and value cont.

For lost, damaged or stolen items that are no longer available for inspection (e.g. because they were stolen or destroyed in a fire) you must validate your claim by giving us details of when and where they were purchased and proof of ownership and value.

The type of proof we might ask for includes proof of purchase (e.g. a sales receipt that has the item description or code, a purchase price, date purchased and where the item was purchased), a valuation from a qualified professional valuer, original operating manual, manufacturer's box, certificate of authenticity, close-up photograph, proof of inheritance and a full description of the item (e.g. brand, model etc.).

For more valuable contents items including jewellery, watches or art, we will ask for more evidence to substantiate your claim than we might for less expensive items. For items over **\$3,000**, we will ask for proof of purchase (e.g. a sales receipt), a valuation from a qualified professional valuer in Australia before the loss or damage occurred and a close-up photograph of the item as a minimum.

We do not consider that a statutory declaration of itself is acceptable proof of ownership and value.

If you are unable to substantiate your claim, we might reduce or refuse your claim.

#### How we settle home claims

We will aim to use a member of our supplier network to repair or rebuild the damage to the home. Sometimes, this is not always possible (e.g. if there is pre-existing damage). This will determine how the home claim will be settled.

## When a member from our supplier network can complete the repair or rebuild

When your claim for loss or damage to the home is covered, we will engage a builder from our supplier network to prepare a scope of works and provide a quote on the cost to repair or rebuild the home on a 'new for old' basis.

Once the scope of works and quote is provided to us, we will arrange for it to be assessed. This will involve reviewing the quote to make sure that the quote is appropriate and reasonable for the scope of works. This includes a consideration of the appropriateness of materials, repair method, labour and material costs and overall cost effectiveness.

If the amount of the assessed quote to repair or rebuild your home is less than your home building sum insured, we will offer you the choice to have your home repaired or rebuilt (based on the recommendation of our builder).

#### If you accept the offer:

The builder we engage will be authorised to complete the repair or rebuild on a 'new for old' basis.

#### If you choose to not accept the offer:

You will be paid the amount of the assessed quote to repair or rebuild on a 'new for old' basis.

Note: This amount to repair or rebuild may be less than what it would cost you to arrange the repairs or rebuild with your own builder. We are able to secure supplier discounts from within our supplier network.

If the amount of the assessed quote to repair or rebuild is equal to or more than your home building sum insured, the damage will not be repaired or rebuilt and you will be paid your home building sum insured.

## When a member of our supplier network is unable to complete the repair or rebuild

When your claim for loss or damage to the home is covered and a member of our supplier network is unable to complete the repair or rebuild, we will ask you to engage a builder to provide a scope of works and provide a quote on the cost to repair or rebuild the home on a 'new for old' basis.

Once the scope of works and quote is provided to us, we will arrange for it to be assessed. This will involve reviewing the quote to determine that it is appropriate and reasonable for the scope of works. This includes a consideration of the appropriateness of materials, repair method, labour and material costs and overall cost effectiveness.

If the quote is appropriate and reasonable for the scope of works, we will pay you the assessed amount.

If it is not, the quote may be adjusted. This may include adjusting the scope of works or the quote. We will then pay you the adjusted amount of the quote.

If we pay you for the repair or rebuild, the Lifetime guarantee on building repairs does not apply, see pages 72 to 73.

#### When we settle your home claim we will not:

- pay more than the relevant home building sum insured or policy limit;
- pay extra because you paid more for an item when it was originally purchased;
- pay extra to repair or rebuild the home to a better standard, specification or quality than it was before the loss or damage occurred except as stated in the meaning of 'new for old' (see page 69) or unless stated otherwise in your policy;
- fix inherent defects, structural defects, structural faults and/or faulty/poor workmanship that are not covered by your policy (see section 3 'Things we don't cover' on page 31), other than a defect or fault that we guarantee under this policy;
- pay extra to repair or rebuild undamaged parts;
- fix or pay to fix pre-existing damage (unless your policy provides otherwise).

#### How we settle contents claims

When your claim for loss, theft or damage to your contents (including specified contents and Personal Valuables) is covered, your contents may be replaced, repaired or we may pay you.

We will aim to use a member of our supplier network to repair or replace damaged contents.

How we will settle will depend on the circumstances of the claim including the cost of repair or replacement, your contents sum insured and any lower policy limits.

If the cost of repair or replacement exceeds the relevant sum insured, you will be paid that sum insured.

#### Repairing your contents

We will engage a repairer within our supplier network who is able to complete the repairs to your contents to provide a quote. If the quoted cost to repair the item is less than the cost of replacement, we will authorise the repairs. If you do not accept the offer to repair and you request a cash settlement, we will pay you the quoted cost.

#### Replacing your contents

If the quoted cost to repair is more than the cost of replacement on a 'new for old' basis or if the contents item cannot be repaired, you have the option to accept a replacement on a 'new for old' basis sourced through our supplier network. See page 69 for what 'new for old' means.

If you do not accept the offer and you request a cash settlement, you will be paid the value of our replacement item. This may be less than what it would cost you to arrange the replacement in the market. We are able to secure supplier discounts from within our content supplier network. We will pay you cash or if available, you can choose to be paid this as a voucher, store credit or stored value card.

#### When we settle contents claims we will not:

- pay more than the relevant contents sum insured or policy limit;
- pay extra to replace a contents item to a better standard, specification or quality than it was before the loss or damage occurred except as stated in the meaning of 'new for old';
- fix or pay to fix pre-existing damage (unless your policy provides otherwise);
- fix inherent defects, structural defects, structural faults and/or faulty/poor workmanship that are not covered by your policy (see section 3 'Things we don't cover' on page 31), other than a defect or fault that we guarantee under this policy;
- pay extra because you paid more for that item when it was originally purchased;

- pay to repair or replace undamaged parts;
- pay for any decrease in the value of a pair, set or collection when the damaged or lost item forms part of a pair, set or collection. We only pay for the repair or replacement of the item which was damaged or lost, not the entire pair, set or collection.

#### 'New for old' means:

#### New materials, new items

We replace, rebuild or repair with new items or new materials that are reasonably available at the time of replacement or repair from Australian suppliers.

#### New for old, regardless of age

We rebuild, replace or repair regardless of age, with no allowance for depreciation.



For example, a leather lounge which was purchased 5 years ago for \$5,000 and now worth \$2,000, will be replaced with a brand new leather lounge equivalent to your old lounge when it was new. Cover is not limited to \$2,000.

#### Same type, standard and specification as when new

We will replace, rebuild or repair to the same type, standard and specification (but not brand) as when new. If the same is not reasonably available from an Australian supplier, we will replace, rebuild or repair with items or materials of a similar type, standard and specification when new. We can replace with a different brand.



Note: This is important when insuring your jewellery. We will not pay more because of the brand of your jewellery. We will replace to the same type, standard and specification but this does not mean same brand.

#### 'New for old' does not:

- include paying the extra cost of replacing or purchasing an extended warranty on any item;
- mean of a better standard, specification or quality than when new.

#### When items may be replaced to a better standard

Refrigerators, freezers, dishwashers, air conditioners, washing machines and dryers with less than a 3 star energy rating

For these items, when being replaced, 'new for old' means replacing with a new item of equal specification (but not brand) and if you agree, it means replacing with a minimum **3** star energy rating if this is available. It can be a different brand.

#### **Obsolete electrical appliances**

For obsolete electrical appliances, such as outdated computers or TVs, 'new for old' means replacing or repairing to an equal specification (but not brand). If this is not available, it means to the nearest better specification available. It can be a different

#### Obsolete electrical appliances cont.

brand. We do not repair or replace, or pay you for electrical or electronic items that were no longer able to be used for the purpose they were intended prior to the incident covered by your policy (e.g. a TV that can no longer be turned on and watched).

#### Contents items that cannot or will not be replaced 'new for old'

#### Replacing CDs and DVDs

When we replace or pay to replace CDs, DVDs or other devices that contain electronic files or data:

- domestically-produced (or 'burned') CDs or DVDs or other devices will be replaced as blank media, or we will pay the cost of blank media;
- commercially-produced CDs or DVDs or other devices will be replaced or we will pay the cost of purchasing replacement commercially-produced CDs or DVDs or other devices.

We do not cover the costs of replacing electronic files for which you do not have a licence.

#### Paintings, pictures, works of art, sculptures, ornaments, art objects, collections, sets and memorabilia, and antiques (not jewellery)

For these items, 'new for old' means that if the item cannot be replaced 'new for old' or repaired, we will pay you what it would have cost to buy the item immediately before the loss or damage occurred, up to the relevant limit in your policy.

We may engage an expert to help determine this.

#### Home claims

This section relates specifically to a claim made on your home cover and is in addition to the information in 'How we settle home claims' on pages 66 to 67.

## When we authorise the repair or rebuilding of your home

We may enter into any building contract with the selected repairer and/or supplier on your behalf.

#### Repairing or rebuilding damaged parts

We will only repair or rebuild the parts that are damaged where the damage is covered by your policy. This policy does not cover you to replace undamaged parts, such as when:

#### one garage door is damaged

we will only replace or repair the damaged one, not other doors.

#### roof tiles are damaged

we will only replace the damaged ones, not the undamaged tiles, even if the undamaged tiles are faded or have a different profile and do not match to the new ones used for repairs.

#### roof sheeting is damaged

we will only replace the damaged roof sheeting, not the undamaged roof sheeting, even if the closest match available to us is a different shade, colour, finish, material or profile to the undamaged roof sheeting.

#### an external wall is damaged

we will replace the damaged parts of the wall, not undamaged areas of the wall or other sides of the home.

#### Matching materials

Where we repair your relocatable home, we will try to return your home to the same standard as your current relocatable home by matching building materials as far as we can.

Where we cannot achieve an exact match, we will use materials that are readily available in Australia and match the damaged or lost materials as near as possible. We will only do this in the room where the damage occurred. We will not pay for materials to match undamaged parts of your relocatable home to create a uniform effect.

If you are not satisfied with the materials we find, you have two options before we commence the repair or rebuild:

- 1. You can pay the extra cost of replacing the undamaged part to achieve a uniform appearance with the materials we have found.
- 2. We can pay you the amount of the assessed quote for repairing or rebuilding using materials that are the closest match available that has been quoted by one of our suppliers based on the materials we have found. The assessed quote may be less than what it will cost you to arrange the repairs or rebuild within the building market. We are able to secure supplier discounts from our supplier network.

## How we deal with defects, faults and poor workmanship

There are different ways we manage defects, faults and poor workmanship during the repair or rebuilding process:

- if the home has a defect or fault or poor workmanship (see section 3 'Things we don't cover' on page 31), the defect is not covered and we will not pay to fix it. This is the case whether you knew about the defect or fault (or not). For example, we would not fix structural posts, beams or load bearing walls that have been removed without taking into account structural engineering requirements.
- if a defect or fault (or poor workmanship) causes or contributes to loss or damage to the home, that resultant damage is not covered but only if you knew about the defect or fault or should have reasonably known about it (see section 3 'Things we don't cover' on page 31). For example, your roof has a fault (and you knew about the fault because

## How we deal with defects, faults and poor workmanship cont.

you have been told about it by a tradesperson) and this allows rain to enter during a storm, we will not pay to fix the resultant water damage.

 if a member of our supplier network is unable to complete the repairs or rebuild damage covered by your policy (e.g. because a defect or fault or poor workmanship in any building component will not support the repairs) we will pay in accordance with 'How we settle home claims' on page 67 as if the building component did not have the defect or fault. This is the case whether you knew about the defect or fault (or not). For example, a defective load bearing wall will not support the repairs needed to the ceiling. We pay you the cost to repair the damage to the ceiling as if the building did not have the defective load bearing wall.

#### Changes to your home

#### If you want to change the design of your home

When repairing or rebuilding the home, if we agree, you can change the design of the home or upgrade parts of it, provided that you pay all extra costs of doing this including all costs related to the construction and all professional fees (e.g. architect's fees).

If the home is totally destroyed and you choose to replace it with a smaller home, we will pay the reasonable costs incurred to rebuild the replacement home plus a cash settlement. The cash settlement will be limited to the market value of the home before the loss or damage less the market value of the home after the replacement home has been built.

Market value means the amount the market would pay for your home. It takes into account the age, condition and specifications of your home. We might use local real estate agents to provide us with a professional opinion of market value.

We will not pay more than the home building sum insured shown on your schedule.

#### Choosing to rebuild on another site

If the home is to be rebuilt following an incident covered by your policy you can choose to have the home rebuilt on another site provided you pay any extra costs involved.

#### Lifetime guarantee on home repairs

When we repair or rebuild the home, we guarantee the quality of workmanship of that work for the lifetime of the home if we:

- authorise;
- arrange; and
- pay the builder or repairer directly for this work.

#### What we guarantee

We guarantee the standard of the workmanship to be free of defects. If a defect arises in the lifetime of the home as a result of poor quality workmanship then we will rectify the problem. It is a condition of the guarantee that we reserve the right to decide who will undertake the rectification work.

#### This guarantee does not apply:

- to repairs you authorise or make yourself;
- to loss, damage or failure of any electrical or mechanical appliances or machines;
- to wear and tear consistent with normal gradual deterioration of the home;
- where we agree with a repair quote and we give you payment for the cost of the repairs and you arrange the repairs.

## **Contents claims**

This section relates specifically to a claim made on your contents policy and is in addition to the information in 'How we settle contents claims' on pages 68 to 70.

#### Repairing or replacing damaged contents

We will only repair or replace contents when the loss or damage is covered by your policy. You cannot claim to replace undamaged contents (e.g. a lounge chair which is part of a suite is damaged beyond repair. We will pay to replace that chair, not the whole lounge suite).

#### Repairing or replacing carpets

By "carpet", we mean:

- a single, unjoined piece of carpet; or
- pieces of carpet of exactly the same type that are joined to form a single piece of carpet in a room.

By "room", we mean:

 a portion of space within your relocatable home, separated by walls, doors or partitions from other parts of your relocatable home.

If we agree to pay your claim for loss or damage to your contents that are carpets we will choose to:

- · repair the carpet; or
- get you replacement carpet; or
- pay you the amount it would cost us to repair or replace the carpet.

We will try to match materials or items used in repairing or replacing, with the original item. If we cannot find new materials to match undamaged parts, we will use new materials of a similar type, standard and specification that are reasonably and commercially available in Australia. It may not be the same

#### Repairing or replacing carpets cont.

brand, line or product.

We will not pay you for repairing or replacing carpet in a room where the loss or damage did not occur.

If you are not satisfied with the materials we find, you have two options before we commence the repair or replacement:

- 1. You can pay the extra cost of replacing undamaged parts of your contents to achieve a uniform appearance.
- 2. We can pay you the amount of the assessed quote of repairing or replacing using materials that are the closest match available as quoted by a member of our supplier network. The assessed quote may be less than what it will cost you to repair or replace the item. We are able to secure supplier discounts from our supplier network.

#### Deductions from your claim

If we pay the full home building sum insured to you, we will deduct the following where applicable, from the amount we pay you:

- any unpaid excesses;
- any unpaid premium including any unpaid instalments for the period of insurance (if any);
- any input tax credit entitlement, refer to page 85.

## After we pay your claim

#### Potential impact on cover and premiums

#### After a home claim

If we only pay part of the home building sum insured to you, the home policy continues for the period of insurance.

If we pay the full home building sum insured to you, all cover under the home policy stops on the day we pay your claim or otherwise finalise your claim. There is no refund of premium. If you have been paying your premium by instalments, we will deduct the remaining instalments for the unexpired period of insurance from the amount we pay for the claim.

Any claim you lodge may also result in additional excess(es) being applied to your policy at renewal.

#### After a contents claim

If we pay part of, or the full contents sum insured, the contents sum insured is automatically reinstated and cover continues for the period of insurance at no extra cost. You should reassess your contents sum insured.

There is no refund of premium if you reduce your contents sum insured by the amount of your claim.

Any claim you lodge may also result in additional excess(es) being applied to your policy at renewal.

#### After claiming Personal Valuables - Specified Items

If we pay you the sum insured for a Personal Valuables – Specified Item, or pay to replace it, cover for that item stops and there is no refund of unused premium. If you want to cover any new replacement item as a Personal Valuable – Specified Item, you will need to contact us and apply for the new item.

# After claiming for Personal Valuables – Unspecified Items

If we pay part of, or the full Personal Valuables – Unspecified Items sum insured, the Personal Valuables – Unspecified Items sum insured is automatically reinstated and cover continues for the period of insurance at no extra cost.

## Salvaged home and contents items

If we replace or pay you the full sum insured for an item, we then own the damaged or recovered item. We will need you to make the damaged or recovered item available to us.

## Our right to recover from those responsible

If you've suffered loss or damage or, incurred a legal liability as a result of an incident covered by this policy and you make a claim with us for that incident, then we have the right and you have permitted us to take action or start legal proceedings against any person or entity liable or, who would be liable to you for the recovery of your loss.

"Your loss" means your insured, underinsured or uninsured loss or damage or legal liability, costs, payments made and expenses in relation to the incident. Any action or legal proceeding we take will be commenced either in your name or in the name of any other person or entity that suffered your loss. We will have full discretion over the conduct and any settlement of the recovery action.

If you make a claim with us for your loss and you've already started action or legal proceedings against any person or entity liable or, who would be liable to you for your loss, then we have the right and you have permitted us to take over and continue that action or legal proceeding.

Where your loss forms part of any class or representative action which hasn't been started under our instructions, we have the right and you permit us to exclude your loss from that class or representative action for the purpose of us including it in any separate legal proceedings which are or will be started under our instructions.

You must provide us with all reasonable assistance, co-operation and information in the recovery of your loss.

# Our right to recover from those responsible cont.

This assistance may include:

- providing a more detailed version of events, which may include completing a diagram or statement/affidavit;
- providing us with any documents required to prove your loss;
- providing copies of any photographs or footage of the incident available;
- lodging a police report or obtaining relevant documents, such as completing and lodging an application form to obtain records from the police, fire and rescue, councils and other entities (when we cannot lodge one);
- attending court or meetings with our legal/other experts (only if required);
- providing evidence and documentation relevant to your claim and executing such documents, including signed statements and affidavits which we reasonably request.

We will pay for the cost of filing the police report and relevant searches to locate the third party. We will cover the costs you incur when having to attend court up to **\$250** in total per claim.

You must not enter into any agreement, make any admissions or take any action or steps that have the effect of limiting or excluding your rights and our rights to recover your loss, including opting out of any class or representative action, unless we have given you our prior written agreement. If you do, we may not cover you under this policy for your loss.



# HOW WE SETTLE CLAIMS – SOME EXAMPLES

These are examples only of how a claim payment might be calculated and are not part of your policy. You should read them only as a guide. Every claim is considered on an individual basis because every claim is different. Please note:

- all amounts are in Australian dollars and are GST inclusive;
- all examples assume that the policyholder is not registered for GST; and
- the excess amounts stated are examples only and may be different to your excesses under your policy. Refer to your schedule.

# Example 1. A claim for your home that is a total loss

Your home is insured for a sum insured of \$50,000 and contents sum insured of \$15,000. The home building and home contents basic excesses shown on your schedule is \$600. Your home is totally destroyed by fire.

How much we pay		Further information
Home building sum insured	\$50,000	Your home is a total loss if it would cost more for repairs than the sum insured for your home. In this example, the assessed cost of repairs are over \$50,000, so the home is determined as a total loss.
Contents sum insured	\$15,000	Your contents are destroyed in the fire and the amount to replace them is more than the sum insured. We pay the total contents sum insured for your contents.
Less excess	-\$600	When claiming under more than one section of your policy for the same event, the highest basic excess applies. In this instance as the home building and home contents basic excess are the same, your total excess payable is \$600.
Other repair/ rebuilding costs	\$5,000	We will pay reasonable costs for other repair/rebuilding costs. In this example, the fire has left debris, the removal of which costs \$5,000. We would normally pay this directly to the debris remover.

How much we	рау	Further information
Out-of-pocket expenses	\$7,200	We will pay the reasonable costs of temporary accommodation while your home is being repaired. We will not pay more than 20% of the home building sum insured. So the maximum cover for this policy would be \$10,000 (20% of \$50,000). In this example, the temporary accommodation costs \$450 per week and the estimated time of rebuild is 16 weeks (\$450 x 16 = \$7,200). We would normally pay this amount directly to accommodation provider or the amount is paid directly to you if you have entered into a lease agreement elsewhere for the 16 weeks. You would be responsible for making those payments under the lease.
Claim so far	\$76,600	We would normally pay \$64,400 directly to you in a total loss situation. We would pay the \$5,000 directly to the debris remover and \$7,200 directly to the accommodation provider.

# Example 2. A claim for partial loss or damage to your home that can be repaired

Your home is insured for a sum insured of \$80,000. The home building basic excess shown on your schedule is \$300. A storm damages the roof of your home and also causes water damage to the ceiling of your home. We assess that your home is not liveable until repairs are completed and you move into temporary accommodation for 2 weeks while repairs are undertaken.

How much we	pay	Further information
Damage to the roof & ceiling	\$15,000	We assess the damage to be \$15,000 and arrange for a builder to attend to the repairs. We pay the cost of repairs directly to the repairer.
Less excess	-\$300	You pay this amount directly to us.

How much we	рау	Further information
Out-of-pocket expenses	\$1,000	We will pay the reasonable costs of temporary accommodation while your home is being repaired. We will not pay more than 20% of the home sum insured. So the maximum cover for this policy would be \$16,000 (20% of \$80,000). In this example the accommodation costs \$1,000 (\$500 per week x 2 weeks). We pay this amount directly to the accommodation provider.
Claims so far	\$15,700	We pay \$14,700 directly to the repairer and \$1,000 for the temporary accommodation directly to the accommodation provider.

# Example 3. A legal liability claim

Your home is insured for a sum insured of \$80,000, which has included legal liability cover up to \$20,000,000. The home building basic excess shown on your schedule is \$300. A visitor to the property has leaned on a hand rail and the hand rail has collapsed resulting in injuries to the visitor. The visitor sues you as the owner of the property and you are found to be legally liable. The amount of compensation payable to the visitor for their injuries and legal costs is determined to be \$8,000 and the associated legal costs are \$2,000.

How much we pay		Further information
Injuries to the visitor and their legal costs	\$8,000	We pay this amount directly to the third party claimant.
Less excess	-\$300	You pay this amount directly to us.
Plus legal costs	\$2,000	We pay the solicitor directly for these costs.
Total claim	\$9,700	

# Example 4. A contents claim

Your contents in your home are insured for a sum insured of \$20,000. The home contents basic excess shown on your schedule is \$300. Your personal computer and rare coin collection (not listed on your schedule as a Specified Content) are stolen from inside your home. You purchased the computer last year for \$3,000 and you had the coin collection valued recently for \$3,500.

How much we	рау	Further information
Replacement of personal computer	\$2,500	We obtain a quote to replace the computer with an equivalent one for \$2,500. We pay the cost of replacement direct to the supplier.
Replacement of rare coin collection	\$1,500	The coin collection is a high risk item (see page 20) and is not listed on your schedule as a Specified content, therefore we will only pay up to the policy limit of \$1,500. We will pay this amount directly to you.
Less excess	-\$300	Only the home contents basic excess applies in this example. We deduct this amount from the amount we pay you.
Total claim	\$3,700	

# *Example 5. A contents electrical motor burnout claim*

Your fridge motor has suddenly stopped working and the repairer's report confirms that the motor for the fridge has burnt out. You also have food from the fridge which has spoiled and can no longer be eaten. Your home contents basic excess is \$300.

How much we	рау	Further information
Cost of repairing the motor	\$750	We pay the cost of repairs directly to the repairer.
Food spoilage	\$400	We pay this amount directly to you.
Less excess	-\$300	Only the home contents basic excess applies in this example.
Total claim	\$850	We pay \$750 directly to the repairer. After deducting the excess, we pay you \$100 for the food spoilage.

## Example 6. A Personal Valuables -Specified Item claim

You currently have a home and contents policy, with your engagement ring listed under the optional personal valuables cover as a Personal Valuable - Specified Item. The sum insured for your engagement ring is \$6,000 and this is shown on your schedule. While you were swimming at your local beach your ring slipped off your finger and you are unable to find it.

How much we	pay	Further information
Cost to replace your ring	\$5,000	You have provided the requested proof for your ring including a full description of the item, a valuation from a professional valuer and photographs of the item. A member of our supplier network is able to replace your lost ring new for old within the sum insured on your schedule for that item. We pay the jeweller \$5,000.
Less excess	-\$100	The Home Personal Valuables Excess - Specified applies in this example. We require you to pay this amount directly to us.
Total claim	\$4,900	As we have replaced your engagement ring, this item is removed from your policy and there is no refund of premium. If you want to cover the new replacement ring then you will need to apply for new cover.



# IMPORTANT THINGS TO KNOW - OUR CONTRACT WITH YOU

In this section we set out more important information about your contract with us, including information about:

- your premium (including paying your premium and what happens when your premium is late);
- how your policy operates and responds where there are joint policyholders;
- how the GST affects this insurance; and
- what happens with cancellations.

# About your premium

The amount you pay for this insurance is called the premium. Your premium includes any applicable GST, stamp duty, other government charges and any levies that apply. The premium will be shown on your schedule as the 'Total Amount Payable' or if you pay by monthly instalments, as 'Instalment amount'.

The amount of the premium reflects our assessment of the likelihood of you making a claim and our costs of doing business. We use many factors about you and your home and contents to calculate the premium.



Refer to the Secure<sup>™</sup> Relocatable Home Insurance Additional Information Guide for more information.

## Paying your premium

You must pay the premium by the due date to get this insurance cover. We will tell you how much to pay and when payment is due on your schedule.

If we agree, you can pay the premium by instalments.

If you ask to pay the premium by automatically debiting your account or card, we will automatically continue doing so on renewal so that your policy can renew. You can contact us to stop this.

If you make changes to your policy details, it may affect the premium you need to pay for the remaining period of insurance.

#### Late annual renewal payments

If you do not pay the premium due on renewal by the due date, you have no cover from the due date.

#### Late monthly instalments

If you pay your premium by monthly instalments and a monthly instalment is overdue we will let you know, and we can cancel your policy:

- by giving you at least 14 days advance notice; or
- without advance notice, once an instalment is **1** month (or more) overdue.

# Joint policyholders

When you insure your home and/or contents in the names of more than one person, and all of those people are named insured on your schedule, each of them is a joint policyholder and is able to request changes and otherwise deal with the policy. The reason for this is that joint policyholders each have an interest or ownership in the home and/or contents.

We will treat a statement, act, omission, claim, request or direction (including a request to change or cancel your policy) made by one policyholder (either before the purchase of this policy or during the period of insurance), as a statement, act, omission, request or direction by all policyholders.

There are, however, some exceptions to this.

During the period of insurance, we might ask all joint policyholders before we action a request or direction in relation to your policy (e.g. before we cancel your policy, reduce your cover or remove another policyholder). This way we can help protect the interests of all policyholders.

## Conduct of others

When we consider a claim under this policy, we will have regard to any prejudice suffered by you or any other person entitled to benefit under this policy in relation to that claim, caused by mental illness of, substance abuse and/or an act of violence or intimidation by, another policyholder or person entitled to benefit under this policy. In doing this, we may meet the claim when we are not legally required to do so. If we do, we will limit the claim in relation to the person claiming to an amount which is fair in the circumstances.

# How the Goods and Services Tax (GST) affects this insurance

You must tell us about the input tax credit (ITC) you are entitled to for your premium and your claim, each time you make a claim. If you do not give us this information or if you tell us an incorrect ITC, we will not pay any GST liability you incur.

Our liability to you will be calculated taking into account any ITC to which you are entitled for any acquisition which is relevant to your claim, or to which you would have been entitled had you made a relevant acquisition.

In respect of your policy, where you are registered for GST purposes you should calculate the insured amount having regard to your entitlement to input tax credits. You should, therefore, consider the net amount (after all input tax credits) which is to be insured and determine an insured amount on a GST exclusive basis.

# How the Goods and Services Tax (GST) affects this insurance cont.

This outline of the effect of the GST on your policy is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to your circumstances.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

## What happens with cancellations

#### Cancellation by you

You may cancel this policy at any time. For each home and/or contents cover cancelled, you will be refunded the unexpired portion of the premium attributable to that home and/or contents cover (including GST if applicable), less any non-refundable government charges. We will not give a refund if the refund due is less than **\$10** (GST inclusive). If you pay by instalments, on cancellation you agree to pay us any portion of the premium that is owing but not yet paid and that amount is due and payable.

#### Cancellation by us

We can cancel your cover where the law allows us to do so. For each home and/or contents cover cancelled, you will be refunded the unexpired portion of the premium attributable to that home and/or contents cover (including GST if applicable), less any non-refundable government charges. We will not give a refund if the refund due is less than **\$10** (GST inclusive). If we cancel your policy due to fraud, we will not refund any money to you.

# 10

# WHAT TO DO IF YOU HAVE A COMPLAINT AND OTHER IMPORTANT INFORMATION

We will always do our best to provide you the highest level of service but if you are not happy, here is what you can do.

This section includes information on:

- how to contact us with a complaint;
- the General Insurance Code of Practice;
- reporting insurance fraud.

# How to contact us with a complaint

#### Let us know

If you experience a problem, are not satisfied with our products or services or a decision we have made, let us know so that we can help.

Contact us:

By phone: 1800 112 481

By email: cilsales@cilinsurance.com.au

Complaints can usually be resolved on the spot or within **5** business days.

#### Review by our Customer Relations Team

If we are not able to resolve your complaint or you would prefer not to contact the people who provided your initial service, our Customer Relations Team can assist:

By phone: 1300 240 787

By email: idr@cilinsurance.com.au

In writing: CIL Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001

Customer Relations will contact you if they require additional information or if they have reached a decision.

When responding to your complaint you will be informed of the progress of and the timeframe for responding to your complaint.

#### Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. Any determination AFCA makes is binding on us, provided you also accept the determination. You do not have to accept their determination and you have the option of seeking remedies elsewhere.

AFCA has authority to hear certain complaints. Contact AFCA to confirm if they can assist you.

You can contact AFCA:

By Phone: 1800 931 678

By Email: info@afca.org.au

In writing: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

By visiting: www.afca.org.au

# General Insurance Code of Practice

We support the General Insurance Code of Practice. You can get a copy of the code from the Insurance Council of Australia website (insurancecouncil.com.au) or by phoning (02) 9253 5100.

## Report insurance fraud

Insurance fraud is not a victimless crime. It imposes additional costs on honest policyholders and wastes the valuable resources of our community. This means it affects everyone.

We actively pursue fraudulent and inflated claims in order to keep your premiums as low as possible. Fraudulent claims will be investigated and may be reported to the police.

Help us fight insurance fraud by reporting:

- inflated vehicle or home repair bills;
- staged vehicle or home incidents;
- false or inflated home or vehicle claims;
- home or vehicle fires which may be intentionally started, including by someone known to you.

To report suspected insurance fraud call: 1300 881 725. Let's work together to reduce the impact of insurance fraud on the community.

# **11** WORDS WITH SPECIAL MEANINGS

Some words in this policy have a special meaning. It's important to read this section because it can impact how your policy is interpreted.



If a word does not have a special meaning then it just has its ordinary meaning.

#### Accidental loss or damage

means loss or damage that you did not intend or expect to happen.

#### Actions or movements of the sea

means:

- rises in the level of the ocean or sea;
- sea waves;
- storm surges;
- high tides or king tides;
- any other actions or movements of the sea.

Actions or movements of the sea do not include a tsunami.

#### Aquarium

means a large glass tank filled with water in which people keep animals (usually fish) and unlike a fishbowl, is not readily portable.

#### Bicycle

means a standard bicycle that can only be propelled by pedaling. It is not an e-bicycle.

Broken (when we use it with glass)

means that glass is broken through its entire thickness. It does not mean glass that is only chipped or scratched or that has imperfections.

#### **Business activity**

means:

- any activity specifically undertaken for the purposes of earning an income; or
- any activity registered as a business and which you are obliged by law to register for GST purposes.

#### Cannot be lived in

means destroyed or made completely or partially unfit to live in. This might include if the utilities are not available or it is not safe to live in.

#### Collection

means a set of objects, specimens, writings and the like, gathered together and which collectively have a special value above that of the items individually if separated.

#### Communicable Disease

means:

- Highly Pathogenic Avian Influenza in Humans;
- any Listed Human Disease, Biosecurity Emergency or Human Biosecurity Emergency as defined in or declared under the Biosecurity Act 2015 (Cth).

A reference to the Biosecurity Act 2015 (Cth) includes any amendment, replacement, re-enactment or successor legislation. A reference to Listed Human Disease, Biosecurity Emergency or Human Biosecurity Emergency shall have the meaning found in any replacement definition, in any amendment, replacement, re-enactment or successor legislation, or where there is no replacement definition the term shall have the meaning of a term which is substantially similar in meaning as defined in or declared in any amendment, replacement, re-enactment or successor legislation.

#### Components (or building component)

means a building element which is manufactured as an independent unit, that can be joined or blended with other elements to form a more complex item. e.g. the roof (sheeting or tiles) is a component, the fire wall within the roof space is another component.

#### Computer

means any electronic digital device that stores, retrieves and processes data and can be programmed with instructions. It includes devices such as PC, laptop, and electronic notebook. A computer is composed of hardware and software, including CPU; monitor; processor; hard drive; keyboard and mouse.

#### Contents

see page 19.

#### Drone

means an unmanned aircraft that can be remote controlled or fly autonomously.

#### e-bicycle

means a bicycle with an integrated electric motor that can be used for propulsion with or without propulsion by pedals.

#### Event or incident

means a single event, accident or occurrence which you did not intend or expect to happen. A series of incidents attributable to one source of originating cause is deemed to be the one incident.

#### Excess

See page 14.

# Words with special meanings cont.

#### Family

see page 21.

#### Fire (including bushfire)

means burning with flames.

#### **Fixtures and fittings**

means items used for domestic and residential purposes and which are permanently attached to your home.

#### Flood

see page 39.

#### High risk items

means:

- any curios, collections of stamps, medals, coins, or other collectables that are sold or issued as part of a set or collection;
- any portable musical instrument;
- contact lenses, hearing aids, prosthetic or dental aids;
- any watches, or pieces of jewellery, gems; or
- any items made of or containing gold or silver.

#### Home/relocatable home

see page 18.

#### Illegal drugs

means drugs that are prohibited from manufacture, sale or possession in Australia including but not limited to any form of methamphetamine.

#### Illegal drug precursor

means the starting materials for illegal drug manufacture.

#### Insured address/site

see page 21.

#### Insured events

means the insured events on pages 38 to 48.

#### Jewellery

means personal ornaments such as necklaces, rings or bracelets that are typically made from or contain jewels or precious metal. Jewellery includes antique jewellery but it does not include a jewellery box or uncut and unset gems, gold or silver nuggets, bullion and/or ingots.

#### Loss or damage

means physical loss or physical damage.

#### Malicious act

means a single intentional and wilful act characterised by malice. It is not wanton disregard, negligence, carelessness, wear and tear, use of excessive force, lack of due care or action, poor housekeeping or neglect.

#### Memorabilia

means things saved or collected as souvenirs and/or for their historical interest and/or value.

#### Office equipment

means any office equipment kept at the insured address for personal or business use and which is of a clerical nature only.

#### Open air

means any area at the insured address not able to be enclosed on all sides and secured in such a way as to prevent access except by violent force.

#### Period of insurance

means when your policy starts to when it ends. It is shown on your schedule.

#### Personal transportation vehicle

means a battery driven or electric device that is a scooter, skateboard, e-bicycle, unicycle, hoverboard, one-wheel or Segway used for personal transportation that is suitable to be ridden by one person and does not have to be insured under any compulsory third party insurance laws or motor accident injuries insurance laws.

#### Personal Valuables

see page 60.

#### Personal Valuables - Specified Items

see page 61.

#### Personal Valuables - Unspecified Items

see page 61.

#### Policy

means your insurance contract. It consists of this PDS, any SPDS we have given you and your latest schedule.

#### Premium

see page 84.

# Words with special meanings cont.

#### Rental agreement

means a current and valid written agreement for the insured address between you (or your agent) and your tenant which:

- complies with the requirements specified in the relevant residential tenancy legislation (or its equivalent);
- is for a fixed term; and
- includes the following minimum requirements a start and finish date, a minimum duration, the weekly rental amount, the bond that the tenant is required to pay and the notice to leave requirements.

A 'rental agreement' includes any periodic agreement which continues after the end of the fixed term of a rental agreement, on the same terms and conditions as that rental agreement.

'Rental agreement' does not include any short-term rental, holiday letting or house sharing arrangement (including any arrangement booked through an online booking platform).

#### **Retaining wall**

means a wall, which is not part of your residential home, that holds back or prevents the movement of earth.

#### Scope of works

means a list of repair works needed to meet your claim and is usually required when major damage has occurred. It helps identify what repair or rebuilding work is necessary to resolve your claim.

#### Schedule

means the latest schedule, including the insurance account, we have given you. It is an important document as it shows the covers you have chosen and other policy details such as the premium that applies.

#### Set

means a number of things customarily used together or forming a complete assortment, outfit, or collection such as a set of dishes.

#### Site

see page 21.

#### Specified contents

means an item you have asked us to insure for a specified value, for cover at the insured address, and we have agreed to this for an extra premium and it is listed on your schedule. Specified contents can only be an item of the type described under the 'High-risk items' category on page 20.

#### Sporting, recreational and leisure goods and equipment

means equipment used for sporting, recreational and leisure activities (e.g. a camping tent or kayak). It does not mean a drone or a personal transportation vehicle.

#### Storm

means a single weather event being a cyclone or severe atmospheric disturbance. It can be accompanied by strong winds, rain, lightning, hail, snow or dust.

#### Storm surge

means a rush of water onshore associated with a low pressure system and caused by strong winds pushing on the ocean's surface. Storm surge does not mean actions or movements of the sea.

#### Sum insured

see page 13.

#### Tenant

means the person or persons who have been granted the right to occupy the insured address under a rental agreement and from whom you receive rental income. It also includes anyone else who normally lives at the insured address with the person or persons who pay rent under the rental agreement. It can also include your family members if they live at the insured address whether there is a formal rental agreement in place or not.

#### Tools of trade

means tools or equipment used for any business activity (e.g. a camera that you use as a wedding photographer, drill set that you use as part of your trade), but not office equipment.

#### Toy motor vehicle

means a toy vehicle designed to be used by a child. It is not a motorbike, moped or motorcycle regardless of the power or power description. It is also not a personal transportation vehicle.

# Words with special meanings cont.

# Unoccupied and occupied and furnished enough to be lived in

'furnished enough to be lived in' means the home contains at least:

- a bed; and
- a clothes and linen storage area; and
- an eating table or bench; and
- a refrigerator and a cooking appliance.

'occupied' means:

- the home is furnished enough to be lived in; and
- someone is eating, sleeping and living at the building; and
- the home is connected to utilities.

'unoccupied' means:

- the home is not furnished enough to be lived in; or
- no-one is eating, sleeping and living at the home; or
- the home is not connected to utilities.

#### Vehicles

does not include bicycles, motorised golf buggies, wheelchairs or lawn mowers, if they do not have to be registered.

#### Vermin

means small animals (e.g. geckos) or insects that are typically thought of as pests. Vermin does not include a possum.

#### Watercraft

means any craft designed for use on or about water (excluding non motorised craft up to **3.5m** in length).

#### We, our, us

means AAI Limited Limited ABN 48 005 297 807 trading as CIL Insurance.

#### You/Your

see page 21.

For assistance or enquiries during business hours or to report a claim 24 hours a day, 365 days a year, simply call us on 1800 112 481.

# CIL INSURANCE CUSTOMER CONTACT CENTRE 1800 112 481 www.cilinsurance.com.au



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