

# ST. GEORGE UNDERWRITING AGENCY

AFS Licence No. 236663

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## HOLIDAY UNIT INSURANCE POLICY

PRODUCT DISCLOSURE STATEMENT (PDS)

Preparation Date: 8/12/2010

### *Introduction*

This document contains important information designed to help You decide whether to buy Our Holiday Unit Insurance Policy.

### **About Allianz**

Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 is the insurer of your Policy and is one of Australia's largest general insurers.

### **About St George Underwriting Agency**

St George Underwriting Agency ABN 59 009 357 582 AFS Licence No 236663 of 75 North Lake Road, Myaree, Western Australia acts as agent of the insurer Allianz Australia Insurance Limited in arranging and entering into the policy.

### *Summary of the available covers*

Type of Cover	Summary of cover (See relevant section for details, relevant limits, and specific conditions and exclusions that apply)
<b>Optional covers:</b> You can apply to buy the following sections, however, some covers may not be available independently	
Section 1 - Contents	This covers You for damage to Contents at the situation caused by Defined Events up to \$30,000 and provides a number of automatic additional benefits, including legal liability cover for \$20,000,000.
Section 2 - Loss of Rent	This covers You up to \$50,000 for loss of rent in the event the Building or Contents is damaged by any of the Defined Events in Sections 1 or 3 so as to become untenable.
Section 3 – Deliberate Damage by Tenants	This covers You up to \$50,000 for damage arising from deliberate, intentional or malicious damage done to the Building or Contents by the Tenant.

### *Understanding Your Policy and its important terms and conditions*

To properly understand the Policy's significant features, benefits and risks You need to carefully read:

- about each of the available covers provided in Sections 1 to 3;
- the rest of this "Introduction" section - this sets out how You apply for cover, the basis on which We insure You, the duty of disclosure You need to meet before We insure You, Our privacy information and Our dispute resolution procedures;
- the "Words with special meanings" section - this sets out what We mean by certain words used in the Policy. These words begin with a capital letter throughout this document;
- the "When We will not pay a claim under Your Policy" section - this sets out the general exclusions and limits that apply to all covers and benefits;
- the "Conditions of cover" section - this sets out certain general rights and obligations that You and We have. If You do not meet them We may be able to refuse to pay a claim;
- the "Other Information" section – this explains other important information in relation to Your duty of disclosure, privacy, renewals and dispute resolution;
- the Schedule and any endorsements or other written changes to the cover We issue to You – these contain specific details relevant to You and can affect the cover.

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### *Applying for cover*

When You apply for the Policy by completing Our application We or Our representative will agree with You on things such as: the Period of Insurance; Your premium; what property You want to cover; the limits You want for certain covers (if optional); excesses that will apply to You or others and whether any standard terms need to be varied (this may be by way of an endorsement). These details are recorded in the Schedule We issue to You.

The base premium We charge varies according to Your risk profile (e.g. where the holiday home is located, the type of property being insured, amount of cover required, other persons insured and relevant claims history etc). In some cases discounts may apply if You meet certain criteria We set. You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) and Fire Services Levy (where applicable) plus any additional charges of which We tell You.

This Policy sets out the cover with which We are able to provide You. You need to decide if the limits, type and level of cover are appropriate for You and will cover Your potential loss. If they are not, You may be underinsured and You may have to bear that part of any loss for which You are not covered.

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### *Cooling-off and cancellation rights*

You have a cooling-off period and cancellation rights under the Policy (see "Conditions of cover" section on pages 12 to 13 for details).

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### *Basis on which We insure You*

We agree to insure You:

- \* based on the information provided in Your application and subject to payment of the required premium by the required date.
- \* in accordance with the Policy terms and conditions – Your Policy is made up of Your application, this Policy document, the Schedule and any written endorsements We issue to You. You should carefully read all of these as if they are one document and keep them in a safe place.

If You require further information about the Policy, wish to confirm a transaction, or make any changes call Us on the telephone number shown in this Policy document.

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### *Information on this Product Disclosure Statement (PDS)*

This Policy provides a number of covers which may or may not be provided to You as a retail client under the Corporations Act 2001 (Cth) depending on Your circumstances. Only the parts of this Policy document relevant to cover provided to You as a retail client and any other documents which We tell You are included, make up the PDS for the purposes of the Act. It is important that You read this document and all other Policy documentation which We provide to ensure You are satisfied with the cover You choose. Ask Us if You have any concerns.

Information in the PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by calling Us on the telephone number shown in this Policy document. If the update is to correct a misleading or deceptive statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire the cover, We will provide You with a new PDS or a supplementary PDS.

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# HOLIDAY UNIT INSURANCE POLICY

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## INTRODUCTION

### What the Policy contains

Your Policy consists of:

- The printed St. George Underwriting Agency Holiday Unit Insurance Policy Document which sets out details of Your cover and its limitations, and
- a Schedule, approved by Us which sets out who is insured, the cover(s) selected, the Period of Insurance, the limits of liability, excesses and other important information.

You should carefully read and retain Your insurance Policy document and Schedule. These documents should be read together as they jointly form the contract of insurance between You and Us. Any new or replacement Schedule We may send You, detailing changes to Your insurance or the Period of Insurance, will become the current Schedule, which You should carefully read and retain.

### Our agreement with You

We will insure You for:

- certain defined events, and
- other benefits,

as set out in this Policy occurring during the Period of Insurance.

This cover will be given to You on the basis:

- that You have paid or agreed to pay Us the premium for the cover You selected when You applied for cover and which the Schedule indicates is in force,
- of the verbal and/or written information provided by You which You gave after having been advised of Your Duty of Disclosure either verbally or in writing. If You or they do not comply with the relevant duty, We may cancel the Policy or reduce the amount We pay if You make a claim. If fraud is involved, We may treat the Policy as if it never existed and pay nothing.

For Your assistance We have provided a full explanation of Your Duty of Disclosure and the consequences of nondisclosure, under the heading "Your Duty of Disclosure" on page 15.

### Words with special meanings

Some of the words in this Policy have special meanings wherever they appear. These words and their meanings are defined below.

- 1) **"You" "Your" Yourself"** means the insured named in the Schedule.
- 2) **"We" "Us" "Our"** means Allianz Australia Insurance Limited AFS Licence No 234708 ABN 15 000 122 850 of 2 Market Street, Sydney, NSW, 2000.
- 3) **"Deliberate Damage"** under Section 3 - Deliberate Damage by Tenants means damage arising from an intentional or deliberate act by the Tenant that occurred:
  - (a) whilst the Tenant occupied the Premises; and
  - (b) during the Period of Insurance.For the purpose of this definition only, Tenant also includes guests of the Tenant or people invited by the Tenant.
- 4) **"Flood"** means the inundation of normally dry land by water that has escaped or been released from the normal confines of any natural watercourse or lake or lagoon whether or not altered or modified, or of any reservoir, canal or dam.
- 5) **"Household Goods"** means goods used in the Building which:
  - (a) are consumable; or
  - (b) have a short-term life (for example - kettles, cutlery, kitchen utensils, manchester, linen); or
  - (c) comprise non-electrical goods used for housekeeping/cleaning purposes such as mops, dustpans etc.
- 6) **"Period of Insurance"** means the period shown in the most recent Schedule or a subsequent period for which the Policy has been renewed.
- 7) **"Personal Effects"** means goods or possessions (including sporting goods) which belong personally to You or are for the personal use of You or anyone who is staying at or visiting the Premises.
- 8) **"Policy"** means this document, the Schedule, the Sections, and any other notice We give You in writing. Together they form Our agreement with You.
- 9) **"Premises"** means the unit situated at the address shown in the Schedule.
- 10) **"Schedule"** means the attachment which forms part of the Policy and shows Your Policy number, together with the details of Your cover including the sections of the Policy which apply.
- 11) **"Storm"** means violent wind (including cyclones and tornadoes) and thunderstorms which may be accompanied by hail or snow. Storm does not mean persistent bad weather, or intermittent rain, persistent rain or heavy rain by itself.

- 12) "**Sum(s) Insured**" means the amount shown in the Schedule for which You have elected to insure.
- 13) "**Tenant**" means the person who has rented the Premises and includes any of their immediate family occupying the Premises.
- 14) "**Building or Buildings**" both mean the property described below at the address shown in the Schedule which belongs to You or for which You are legally liable:
  - (a) the residential flat or home unit and all domestic outbuildings;
  - (b) structural domestic improvements including:
    - (i) fixed swimming pools, saunas, spas and associated built-in furniture
    - (ii) paths, driveways, terraces, walls, gates, fences, masts, aerials and clothes lines
    - (iii) permanently equipment **but not** inflatable pool covers;
  - (c) pipes, ducts, wires, cables, meters and switches, all of which supply the Buildings with either light, heat, cooling, telephone, water, drainage or sewerage;
  - (d) fixed (non-portable):-
    - (i) room heaters, stoves, air conditioners, fans, light fittings and hot water systems
    - (ii) appliances or equipment attached to the gas, plumbing, drainage or sewerage systems, or to the electrical systems other than those items which plug into power points;
  - (e) exterior blinds and awnings and fixed wall, ceiling or floor coverings other than carpets;
  - (f) jetties and pontoons, provided that:
    - (i) the structures are permanently fixed to the land at the risk address, and
    - (ii) the structures are Your property and have no commercial activities undertaken from them, and
    - (iii) the jetty and/or pontoons are structurally sound and well maintained.
  - (g) the cost of replacing external locks following theft of the key, not exceeding \$500 any one claim. Theft of the key does **not** include the non-return of the key by a bona-fide Tenant.

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## SECTION 1 - CONTENTS

### What are Contents?

In this Policy the term "Contents" means property which is contained in the dwelling, and/or garages only (which does not include property contained in open carports, outhouses, lean-tos or in the open air, **except barbecues and swimming pools not permanently fixed**) all of which not exceeding an amount of \$30,000 in total and which belongs to You (or for which You are legally liable) consisting of:

- (a) fittings, furniture, carpets, refrigerators, stoves, washing machines, dishwashers and clothes dryers;
- (b) in respect of strata-title properties, improvements and decorations not forming part of the strata-title property;
- (c) electronic equipment not fixed in the Premises, provided that We will not pay more than \$1,000 for each item or series of items forming a single unit of electronic goods used for entertainment purposes (including computers) unless otherwise specified in the Schedule, but We will not pay more than 25% of the Contents Sum Insured in total for all electronic equipment;
- (d) swimming pools not permanently fixed;
- (e) Household Goods, but see when Household Goods are not covered against theft, malicious damage or Deliberate Damage by Tenants on pages 6, 7 and 8;
- (f) Personal Effects, provided We will not pay more than \$1,000 arising from any one event.
- (g) contents in a locked garage or locked garden shed up to a maximum limit of \$2,500 for any one claim.

### What are not Contents?

"Contents" does **not** mean:

- (a) Buildings;
- (b) motor vehicles (other than garden implements used for private purposes), motor cycles, caravans, trailers;
- (c) watercraft and aircraft (other than model aircraft) or any accessories in or on watercraft or aircraft;
- (d) plants or shrubs or trees in gardens;
- (e) animals and pets;
- (f) furs, jewellery, gold/silver articles, documents and money;
- (g) antiques, works of art, collections of any kind.

### Types of loss or damage for which Your Contents are covered (Defined Events).

This insurance will cover You if You suffer loss or damage to the Contents which are caused by any of the following events:

- 1 **Fire, explosion, or lightning.**
- 2 **Earthquake.**
- 3 **Theft** or any attempted theft.  
Important note: This event does **not** include theft by any person who ordinarily lives with You at the time of the theft and also, this event does not include theft or misappropriation by any Tenant or sub-Tenant or any person working for the Tenant or sub-Tenant.  
**BUT** We will **not** cover You for loss or damage to Household Goods.
4. **Bursting, leaking, discharging or overflowing of fixed guttering, fixed tanks, fixed pipes** or other equipment used to hold or carry liquid of any kind including the reasonable costs of exploring for and locating the source which caused the damage under this event, **BUT** We will **not** pay:
  - a) for exploration costs unless there is also damage insured by this Defined Event;
  - b) more than \$500 for the exploration and locating costs for any one occurrence; and
  - c) for the cost of repair or replacement of the defective part(s) of the guttering, tanks, pipes or other equipment from which the loss or damage arose.
5. **Accidental breakage** of:
  - (a) a telephone handset;
  - (b) fixed glass, fixed showerbase, fixed basin, fixed sink, fixed bath, fixed lavatory pan or fixed cistern where this Section of the Policy insures Buildings or where You have a legal liability for such breakage;
  - (c) mirrors, or glass forming part of furniture (including glass table tops, fixed or unfixed).

We do not cover You if You suffer Accidental breakage of the following items

- (i) a television picture tube or screen;
- (ii) the picture tube or screen of an electronic visual display unit;
- (iii) a ceramic or glass cooking top;
- (iv) glass in a picture frame or a clock.

6. **Acts of malicious persons or a deliberate or intentional act.**  
**We will not cover You** under this event if loss or damage is intentionally caused by:
- (a) You; or
  - (b) a member of Your family ordinarily residing with You; or
  - (c) any person acting with Your expressed or implied consent; or
  - (d) a Tenant or sub-Tenant, where You are a lessor, unless the loss or damage results in fire or explosion.
- ALSO We will not cover You** under this event for loss or damage to Household Goods.
7. **Storm**  
**We will not cover You** under this event if loss or damage is caused by:
- (a) the sea, tidal wave, tsunami, high-water, Flood, erosion, subsidence or landslide;
  - (b) water seeping or percolating through walls, roofs or floors.
8. **Impact** which is caused by any of the following:
- (a) aircraft or space debris or debris from an aircraft, rocket or satellite;
  - (b) any vehicle (including a waterborne craft) or animal (**but not** an animal kept on the site **nor** a domestic animal);
  - (c) a falling tree or part of a tree (**but not** loss or damage caused by tree lopping or felling by You or a person acting with Your consent);
  - (d) television or radio aerials or masts that have broken or collapsed (but not damage to the actual television or radio aerial or masts).
9. **Riot or civil commotion, or acts of:**
- (a) strikers or locked-out workers or persons taking part in labour disturbances;
  - (b) persons acting maliciously on behalf of or in connection with any political organisations;
  - (c) any lawfully constituted authority in connection with the events covered in this Defined Event 9 which directly results in the loss or damage caused.
10. **Loss of or damage to any part(s) of household electrical machines**, unless they are excluded below, forming part of Contents caused by the actual burning out of such part(s) by the electrical current running through it.  
**We will not cover You** for:
- (i) loss or damage to radios, televisions, video or sound recording or playing equipment, computers and ancillary equipment and microwave ovens;
  - (ii) loss of use, depreciation, wear and tear;
  - (iii) electrical contacts at which sparking or arcing occurs in ordinary working;
  - (iv) lighting or heating elements, fuses or protective devices.
- We will reduce Your claim** by 8% for each full year since the manufacture of the item for which You are making a claim.

## How We will settle Your Contents claim

1. At Our option, We will:
  - (a) repair or replace Your Contents; or
  - (b) pay You the reasonable cost of repair or replacement; or
  - (c) pay You up to the amount of the Sum Insured.

If We pay You the reasonable cost of repair or replacement, this means the retail price of the item as if it were new less any discount available to Us were We to repair or replace it.

**For Contents which are over 20 years old** (from their original date of manufacture), We will deduct an amount for depreciation based on the age and condition of the lost or damaged item.

For Contents which have suffered electrical loss or damage which is claimed under Defined Event 10 of “Types of loss or damage for which Your Contents are covered (Defined Events)”, We will deduct an amount for depreciation based on the formula stated in Defined Event 10 mentioned above.

If You elect not to replace Contents, We will deduct an amount for depreciation based on the age and condition of the lost or damaged item.

We will adjust Your claims payment in accordance with the GST provision noted under “Conditions of cover”, “GST Notice” on page 13.

2. When it is not possible to repair or replace a damaged item with original materials or an original item, the nearest available equivalent to the original materials or item will be used. We will not pay to repair or replace property which has not been physically damaged.
3. If the claim relates to loss or damage to carpet, loose floor coverings, curtains or internal blinds, repair or replacement is limited to the room, hall or passage in which the loss or damage actually occurred.
4. If any part of a pair or set is lost or damaged, We will not pay more than the value of the part which is lost or damaged.

No allowance will be made for any reduction in the value of the remaining part or parts of the pair or set.

5. In no case will We pay more than the Sum(s) Insured shown in the current Schedule, less any excess(es) which may be payable, unless We have stated differently under the heading "Other Benefits We Will Provide" on pages 9 to 11.

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## ***SECTION 2 - LOSS OF RENT***

### **What is Loss of Rent.**

"Loss of Rent" is the loss You suffer if Your Contents are lost or damaged from a Defined Event insured under "Section 1 - Contents" or under "Section 3 – Deliberate Damage by Tenants" and You lose rental income on the insured property as a direct result because the property is untenable, but You must be insured under this Policy for the loss or damage which causes the Loss of Rent.

For the purposes of this "Section 2 - Loss of Rent", if You insure Contents which are contained in a unit forming part of a strata-title or resort complex and the strata-title or resort complex is damaged from a Defined Event insured under "Section 1 - Contents" or under "Section 3 – Deliberate Damage by Tenants", even though We do not insure the strata-title or resort complex We will pay You Loss of Rent as if We insured the strata-title or resort complex.

The maximum amount We will pay under this Section 2 arising out of any one event is \$50,000.

### **What is not Loss of Rent**

1. Loss of Rent is not loss of:
  - (a) a security bond or deposit which is collectable from a Tenant; or
  - (b) operating expenses of the rental property; or
  - (c) consumables such as (but not limited to) electricity, gas and water.

### **How We will settle Your Loss of Rent claim**

1. We will only pay You for the actual amount of rent You have lost which is calculated from:
  - (a) returned rent from bookings or rental agreements which cannot be fulfilled due to the loss or damage; and
  - (b) rent lost from written bookings or rental agreements which are unpaid and which cannot be fulfilled due to the loss or damage.
2. We will not pay for rent which is due for bookings and or rental agreements which:
  - (a) fall outside the reasonable time necessary for the repair or reinstatement of the loss or damage; or
  - (b) fall outside the 12-month period following the date of the loss or damage.
3. We will not pay more than the Sum Insured stated in the Schedule.
4. We will not pay a claim for Loss of Rent arising from Deliberate Damage until such time as any monies collected as a security deposit or bond are legitimately exhausted.

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## ***SECTION 3 - DELIBERATE DAMAGE BY TENANTS***

### **What is Deliberate Damage by Tenants**

Deliberate Damage is the loss You incur when Your Buildings and/or Contents suffer Deliberate Damage by Tenants. Refer to "Words With Special Meanings" clause 3 on page 4 for the meaning of Deliberate Damage.

The maximum amount We will pay under this Section 3 arising out of any one event is \$50,000.

We will **not** cover You for loss or damage to Household Goods (refer to "Words With Special Meanings" clause 5 on page 4).

## What is not Deliberate Damage by Tenants

Deliberate Damage does not include:

- (a) deliberate, intentional or malicious acts by you or anyone who is acting with your express or implied consent
- (b) failure to do things, such as cleaning, gardening and the like;
- (c) theft by the Tenant;
- (d) items missing where there is no independent evidence supporting Deliberate Damage by the Tenant;
- (e) cleaning costs or removal of garbage or any material left on the Premises by the Tenant;
- (f) accidental or unintentional damage;
- (g) normal deterioration, wear and tear;
- (h) damage by animals, whether or not they are owned by the Tenant.

## How We will settle Your claim for Deliberate Damage by Tenants

1. We will pay You for the actual amount of Deliberate Damage You have suffered. This will be assessed by comparing the damage at the date the damage was discovered with the condition the property was in when the Tenant moved in.
2. If You or Your agent have not taken reasonable steps to minimise the damage caused, We may reduce the claim payment by the amount by which the actions or lack of action of You or Your agent increased the cost of the claim.
3. We will deduct an amount for depreciation based on the condition of the damaged item before the claim occurred.
4. We will not pay more than the Sum Insured stated in the Schedule.
5. We will not pay a claim for Deliberate Damage until such time as any monies collected as a security deposit or bond are legitimately exhausted.

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## *OTHER BENEFITS WE WILL PROVIDE*

### 1. **Legal Liability - cover for injury to other people or their property.**

#### **What You are covered for**

We will cover Your legal liability for payment of compensation in respect of:

- (a) death, bodily injury or illness, and/or
- (b) physical loss or damage to property

which occurs during the Period of Insurance and which is caused by an accident or series of accidents attributable to one source or originating cause and which arises out of Your ownership of the Premises.

This cover only applies in respect of an accident occurring at the Premises.

The maximum amount We will pay under this Policy is \$20,000,000 arising out of any one accident or series of accidents attributable to one source or originating cause. This limit will be reduced by any amount paid under any other buildings or contents policy You have with Us providing this type of cover for the same liability, loss, occurrence or incident.

In addition, We will also pay all legal costs and expenses You incur with Our consent for which You are legally liable plus the cost of any lawyers We appoint.

#### **What You are not covered for**

1. We will not cover Your legal liability for:

- (a) damage to Your property;
- (b) injury to any person who normally lives with You, or damage to their property;
- (c) injury to Your employees, or damage to their property;
- (d) loss of or damage to property in Your care, custody or control;
- (e) claims involving Your business, trade or profession other than as the owner of the property insured under this Policy;
- (f) which You are liable because of the terms of an agreement You have entered into (unless You would have been liable if the agreement did not exist);
- (g) claims arising out of the ownership, possession or use by You of any land or buildings other than those Premises at the situation shown in the Schedule;

- (h) claims arising out of the possession or use by You of the Premises at the situation shown in the Schedule, other than as the owner of the Premises;
- (i) claims for pregnancy or the transmission of any disease;
- (j) claims arising out of Your ownership, possession or use of any:
  1. aircraft or aerial device or aircraft landing area, except a model aircraft or toy kite, **“aircraft landing area”** means any area in which aircraft land, take off, are housed, maintained or operated;
  2. mechanically propelled vehicles (other than garden implements used for private purposes);
  3. watercraft;
- (k) claims involving buildings in the course of construction or any alterations, additions, demolition, repairs to or decoration of the buildings costing more than \$30,000;
- (l) claims arising directly or indirectly out of or in any way connected with the existence, at any time, of asbestos;
- (m) claims arising out of the discharge, dispersal, release or escape of pollutants defined as smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, **unless** such a discharge, dispersal, release or escape is caused by a sudden accidental unexpected and unintended happening. We will not pay expenses for the prevention of such contamination or pollution;
- (n) claims arising from a strata-title building unless such building is insured by the Policy, however, this exclusion will not apply to Your liability which falls outside the responsibility of the body corporate or strata-title company;
- (o) claims
  - i) which arise out of or from activities associated with the operation of a complex (of which the Premises forms part) as a resort and/or hotel and/or a strata-title complex, or
  - ii) from the use of facilities which are not for the exclusive use of the occupants of:
    - A) the unit insured on the Schedule or
    - B) the unit noted on the Schedule in which the insured Contents are situated, or
  - iii) arising out of services provided to the unit by a service provider or facility contained within or external to a complex (of which the Premises forms part).
- (p) damage to any land or fixed property resulting from vibration, the removal or weakening of or interference with support to land, buildings or any other property.
- (q) claims arising directly or indirectly from or in any way connected with the existence, use, operation or maintenance, at any time, of electronic mail, a computer virus, an internet site or other internet based service, intranet or any web site.
- (r) claims arising out of the ownership, possession or use by You of animals or birds.

2. We will not:

- (a) cover Your legal liability arising out of breach of copyright or an act of libel, slander or assault caused by You;
- (b) cover You for any legal liability arising from any:
  - i. statutory compulsory scheme or fund, or
  - ii. accident compensation scheme or workers’ compensation policy of insurance, or
  - iii. industrial award,
 even if the amount recoverable is nil,
- (c) cover You for any legal liability which is in excess of that recoverable under any:
  - i. statutory compulsory scheme or fund, or
  - ii. accident compensation scheme or workers’ compensation policy of insurance, or
  - iii. industrial award,
- (d) pay for any aggravated, exemplary or punitive damages, fines or penalties.

**Special conditions applying to legal liability:**

1. This legal liability cover will be governed by the law of the State or Territory where this Policy was arranged and whose courts will have jurisdiction in any dispute.

No excess applies to this benefit.

## 2. Temporary removal of Contents

**What You are covered for**

We will cover You for the events listed in **“Types of loss or damage for which Your Contents are covered”** on pages 6 to 7 for loss or damage to Contents anywhere in Australia, for an amount up to 20% of the Sum Insured for Contents, but only if the Contents are not insured under another insurance policy (in which case We will not cover You under this benefit):

- (i) while the Contents are temporarily removed to any occupied private residence or any other premises where You (or any member of Your family permanently living with You) are temporarily living or employed or carrying on business but not while contained in a tent, vehicle, caravan, waterborne craft or aircraft; or
- (ii) while the Contents are:
  - (a) temporarily removed to any other situation, or
  - (b) being carried on Your person, or
  - (c) in transitagainst loss or damage caused by fire, lightning, explosion or theft.

### 3. Fees

#### **What You are covered for**

We will cover You for removal of debris necessarily incurred in the repair or reinstatement of damage to Contents arising from the events listed in “**Types of loss or damage for which Your Contents are covered**” on pages 6 to 7.

We will also pay up to a maximum amount of \$500, for any one incident, for the removal of those objects which cause loss or damage covered under this Policy.

We will not pay any more than the Sum Insured in total on the damaged property including the costs claimed under this Benefit.

#### **We will not pay for:**

- (a) the costs of complying with the requirements of any statutory authority if You received notice of the requirements or were aware of them before the loss or damage occurred;
- (b) the removal of a tree stump from the ground, or the removal of any part of a tree that has not fallen.

### 4. Emergency Access

#### **What You are covered for**

We will cover You for the cost of repairing damage to the Building caused by forced access by emergency services to attend an emergency at Your Premises, provided We will not pay more than \$2,000 arising from any one event.

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### ***WHEN WE WILL NOT PAY A CLAIM UNDER YOUR POLICY***

1. This Policy does not cover loss, liability, injury or damage:
  - (a) caused by a **deliberate, intentional, malicious or criminal act** by:
    - You; or
    - a member of Your family ordinarily residing with You; or
    - Your invitees; or
    - any person who is acting with Your express or implied consent;
  - (b) caused by **lawful confiscation, destruction, detention, nationalisation, requisition or seizure**;
  - (c) to any property as a result of its undergoing any process involving the application of **heat**;
  - (d) caused directly or indirectly by or arising from ionising radiation or contamination by radioactivity from:
    - any **nuclear** fuel or **nuclear** waste,
    - the combustion of **nuclear** fuel (including any self-sustained process of **nuclear** fission), or
    - **nuclear** weapons material;
  - (e) caused by or arising from any **war**, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military uprising;
  - (f) arising out of depreciation, gradual deterioration, **wear and tear**;
  - (g) caused directly or indirectly through **inherent defects, faulty design, structural defects or poor workmanship**;

- (h) caused directly or indirectly by **tree lopping or felling** by You or another person who is acting with Your express or implied consent.
2. Unless We state differently in Your Policy, We will not pay for:
- (a) loss or damage which is caused directly or indirectly by:
- **insects or birds;**
  - **vermin** (other than loss or damage caused by fire);
  - **domestic animals or pets;**
  - **rust, corrosion, algae, mould or mildew;**
- (b) **consequential loss;**
- (c) loss or damage which is caused by **Flood;**
- (d) loss or damage caused by **atmospheric conditions** other than Storm;
- (e) loss or damage not caused by one of the insured events.
3. **Terrorism**
- This Policy does not cover loss, damage, liability, injury, illness, death or damage arising directly or indirectly out of or in any way connected with:
- (a) any act of terrorism arising directly or indirectly out of or in any way connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion; or
- (b) any action in controlling, preventing, suppressing, retaliating against, or responding to any act referred to in (a) above.

An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

- (a) influence a government or any political division within it for any purpose, and/or
- (b) influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

This exclusion takes precedence over any other provision or endorsement of this Policy.

## ***CONDITIONS OF COVER***

1. **Occupancy**
- You can only make a claim if the unit is used solely for private residential or holiday rental purposes.
2. **Security**
- (a) You can only make a claim if all external doors in the dwelling are secured by keyed deadlocks, keyed deadbolts or keypad access;
- (b) Unless Your unit is in a complex which has a permanent on-site manager or has no ground level window access, You can only make a claim if all external windows are secured by keyed deadlocks, keyed deadbolts or steel grilles which are screwed into window frames;
- unless We have stated to the contrary in the Schedule.
3. **Cancellation**
- (a) You may cancel this Policy at any time by advising Us in writing.
- (b) We have the right to cancel this Policy where permitted by law.
- For example, We may cancel this Policy in certain circumstances:
- (i) if You failed to comply with Your Duty of Disclosure, or
- (ii) where You have made a misrepresentation to Us during negotiations before the issue of this Policy, or
- (iii) where You have failed to comply with a provision of Your Policy, including the term relating to payment of premium, or
- (iv) where You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You, or
- (v) where We agree to accept payment of premium by periodic instalment and:
- (i) at least one instalment has remained unpaid for a period of at least 14 days, We may refuse to pay a claim; and/or
- (ii) one installment of the Premium is unpaid for one month, We may give You written notice of cancellation and then cancel the Policy. The notification may be delivered personally or posted to you at the address last notified to us.

- (c) If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the issuing and cancellation of the Policy and any government taxes or duties We cannot recover.
- (d) In the event that You have made a claim under this Policy and We have agreed to pay the full Sum Insured for Your property no return of premium will be made for any unused portion of the premium.

**4. Cooling-Off Period**

You may return Your Policy (including a renewal) if You are not satisfied with it. To do so, You must write to St George Underwriting Agency asking to return Your Policy. The letter must be received by St. George Underwriting Agency within 30 days of the date We entered into the Policy with You. St. George Underwriting Agency will cancel it from the time that Your notification is received. This does not affect Your cancellation rights in the Policy, however, You cannot return Your Policy if:

- (a) You have used any right under the Policy (e.g. a claim has been made) or Your rights have ended (e.g. the Period of Insurance has finished); or
- (b) it covers an event that will start and end within the 30 day period (e.g. a trip overseas or loading a transportation vehicle) and the event has started.

If You exercise Your cooling-off right, We will refund any money that You have paid to Us but We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties which We cannot recover.

**5. Claims Procedure**

- (a) If loss or damage or an event occurs which is likely to result in a claim, You must at Your own expense:
  - (i) advise St George Underwriting Agency immediately of full details of any loss, damage, injury or notice of claim against You;
  - (ii) provide St George Underwriting Agency with all information and evidence We may reasonably require;
  - (iii) take all reasonable precautions to prevent further loss or damage or liability;
  - (iv) immediately inform the police of any actual malicious damage or theft, housebreaking or attempts to commit any of these;
  - (v) give to St George Underwriting Agency, within thirty (30) days of the event, a written statement of the claim and any further information and proof which We may reasonably require.
- (b) Where claims are made against You or any other person insured by the Policy:
  - (i) You or such other person must not admit responsibility or offer or agree to settle the claim without Our consent;
  - (ii) We will be entitled to take over and conduct in Your name or in the name of such other person any legal proceedings to defend the claim and to seek any legal remedy against other persons;
  - (iii) We will have full discretion in the conduct of negotiations, proceedings and settlement of the claim and You or such other person must give such information and assistance as We may reasonably require.

**6. Fraudulent Claims**

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under the Policy, We will refuse payment of such claims.

**7. Total Amount Payable**

The Sums Insured for Section 1 represents the total amount payable by Us for loss of or damage to Contents caused by any of the Defined Events during any one Period of Insurance.

**8. GST Notice**

This Policy has a GST provision in relation to premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

**Sums insured**

All monetary limits in this Policy may be increased for GST in some circumstances (see below).

**Claim settlements – Where We agree to pay**

When We calculate the amount We will pay You, We will have regard to the items below:

- Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a damaged item insured under the Policy) We will pay for the GST amount. We will pay the GST amount in addition to the Sum Insured/limit of indemnity or other limits shown in the Policy or in this Schedule. If Your Sum Insured/limit of liability is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim. We will reduce the GST amount We pay by the amount of any input tax credits to which You are or would be entitled.
- Where We make a payment under this Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

- Where the Policy insures Loss of Rent, We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by You that is relevant to Your claim.

***Disclosure – Input tax credit entitlement***

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. This Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

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## ***MAKING A CLAIM***

### **Excesses**

We deduct the Excess shown on the current Schedule from the amount of your claim.

A special excess of \$200 applies to damage or loss arising from an Earthquake – all destruction or damage occurring within a period of 72 hours of the earthquake is regarded as the same event and only one excess applies.

### **What You must do**

We may not pay Your claim if You do not act as follows:

**1. Do not admit liability**

You must not:

- (a) admit guilt or liability, or make a promise or offer of payment in connection with any claim; or
- (b) offer or agree to settle any claim;

without Our consent.

We are entitled to take over and conduct the defence of any claim made against You for damages by a third party. We have full discretion in conducting any negotiations, proceedings and the settlement of any claims.

If the claim is for legal liability, You may make a written request to St George Underwriting Agency to agree that You are covered in respect of the claim.

**2. Prevent further damage**

You must take all reasonable precautions to prevent any further loss, damage or liability.

**3. Contact the police**

Inform the police immediately of any malicious damage, theft, attempted theft, burglary or loss of insured property.

**4. Keep evidence of the loss or damage**

You must keep evidence of any loss or damage to Your insured property. You may not authorise any repairs or replacement unless You are preventing further loss, damage or liability from occurring.

**5. Contact Us as soon as possible**

If there is any loss, liability, injury or damage which is likely to result in a claim, You must give St George Underwriting Agency immediate notice of the full details of any loss, anticipated or alleged liability, injury or damage.

You or Your representative must give St George Underwriting Agency full details in the manner We request which will be either:

- (a) in writing by completing Our claim form which will be supplied to You when You contact Us; or
- (b) verbally.

You must also:

- provide St George Underwriting Agency with any original receipts, proof of ownership or quotes We require to settle Your claim,
- inform St George Underwriting Agency if Your property is insured under any other policy,
- give St George Underwriting Agency immediate notice of the commencement of any legal proceedings against You.

## What happens after You make a claim

### 1. Assist Us with Your claim

You must assist Us or our representatives with Your claim. This means You give Us or our representatives all the information and assistance with Your claim which We may reasonably require. If You do not We may not pay Your claim or provide cover.

If We have the right to recover any amount payable under this Policy from any other person, You must co-operate with Us in any action We may take.

### 2. Proof of value or ownership

When You make a claim for loss or damage to any item insured by this Policy We will ask You to provide evidence of value and ownership of the property. Receipts, valuations, photographs and instruction manuals will assist You to prove that You owned the item and prove its value.

### 3. End of cover following a total loss claim

If We accept a claim and pay an amount which:

- (a) is equal to or greater than the total Sum Insured for any single part of the Policy on the insured property; or
  - (b) is sufficient to pay You for the total loss or destruction of all the insured property under a single part of the Policy,
- cover under that particular part of the Policy will end.

### 4. Payment of unpaid premium following a total loss claim

If We accept Your claim and pay You the total Sum Insured for Your property:

- the amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to You,
- if We replace or rebuild the property, You must pay Us or our representatives the balance of any unpaid premium or instalments for the Period of Insurance.

### 5. Our rights of recovery

We have the right to recover from any person, where permitted by law, the amount of any claim payable to You under this Policy and We will have full discretion in the conduct, settlement or defence of any claim in Your name. If We recover more than the amount We paid to You on Your behalf, We will pay You the balance.

### 6. GST

We will adjust Your claims payment in accordance with the GST provision detailed under "Conditions of cover" "GST Notice" on page 13.

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## OTHER INFORMATION

### Renewal procedure

Before this Policy expires St George Underwriting Agency will normally offer renewal by sending a renewal invitation advising the amount payable to renew this Policy. It is important that You check the information shown before renewing each year to satisfy Yourself that the details are correct. These details are the terms and conditions that apply to Your Policy, including but not limited to:

- The names of the people who are insured,
- The address of the property insured,
- Any excess which You must pay towards the cost of a claim, and
- The Sum(s) Insured.

It is important that You check the Sum(s) Insured before renewing each year to satisfy Yourself that they continue to represent current full replacement values or current rents.

### Your Duty of Disclosure

Before You enter into an insurance contract with Us, the Insurance Contracts Act 1984 requires You to provide Us with the information We need to enable Us to decide whether and on what terms Your Proposal for insurance is acceptable and to calculate how much premium is required for Your insurance.

The Act imposes a different duty the first time You enter into the Policy with Us to that which applies when You renew, vary, extend, reinstate or replace Your Policy. We set these two duties out below.

Your Duty of Disclosure when You enter into this Policy with Us for the first time

You will be asked various questions when You first apply for this Policy. When You answer these questions,

You must:

- give Us honest and complete answers;
- tell Us everything that You know; and
- tell Us everything that a reasonable person in the circumstances could be expected to tell Us.

Your Duty of Disclosure when You renew, vary, extend, reinstate or replace Your Policy

When You renew, vary, extend, reinstate or replace the Policy, Your duty is to tell Us before the renewal, variation, extension, reinstatement or replacement is made, every matter known to You which:

- You know, or
- a reasonable person in the circumstances could be expected to know, is relevant to Our decision whether to insure You and whether any special conditions need to apply to Your Policy.

What You do not need to tell Us for either duty

You do not need to tell Us about any matter:

- that diminishes Our risk;
- that is of common knowledge;
- that We know or should know as an insurer; or
- that We tell You We do not need to know.

Who do the two duties above apply to?

Everyone who is insured under the Policy must comply with the relevant duty.

What happens if You or they do not comply with either duty?

If You or they do not comply with the relevant duty, We may cancel the Policy or reduce the amount We pay if You make a claim. If fraud is involved, We may treat the Policy as if it never existed and pay nothing.

## **Privacy Act 1988**

We are committed to protecting the privacy of your personal information in accordance with the Privacy Act and our legal obligations covering the collection, handling, storage and disclosure of personal information.

We collect your personal information directly from you where reasonably practicable or if not, from other sources. We collect information from you which enables us to:-

- Arrange and administer your insurance policy/ies
- Manage and settle any insurance claims that may arise
- Provide you with information regarding other products and services offered by us, our related companies and alliance partners.
- Conduct market or customer satisfaction research

If you do not provide the information requested, we may not be able to provide you with an appropriate type or level of service.

We may disclose your personal information to third parties who can assist us in providing our services and products. For example, we may provide it to insurers, reinsurers, insurance intermediaries, insurance reference bureaus, our related companies, our advisers such as loss adjusters, lawyers, investigators, and accountants, persons involved in the claims handling process, such as medical service providers, external claims data collectors and verifiers, your employer, your agents and other persons where required by law.

We prohibit any third party from using your personal information except for the specific purpose for which we supplied it, unless you agree otherwise.

If you do not want us to use your personal information to determine if our related companies or any of our alliance partners may provide services or products of benefit to you, you can elect to opt out by (08)9317 8400

Where you provide us with personal information about another person, you confirm to us if you have their consent to so.

If you wish to access your personal information (including to correct or update it), have a complaint about a breach of your privacy or have any query on how your personal information is collected or used, or any other query relating to Privacy, contact (08)9317 8400.

## **Dispute resolution process – helping You solve any problems**

Complaints or disputes are not an everyday occurrence. We strive to do things the right way and keep Our customers satisfied. Sometimes though, complaints or disputes do occur and when this happens, Our objective is to resolve any disagreement as amicably and as quickly as possible. We believe the best way to achieve this is to provide You with an opportunity for an unbiased review of the issue.

**Here's what to do if a complaint or dispute arises**

Regardless of whether the complaint or dispute involves Our staff, or those of St. George Underwriting Agency, an agent, loss adjuster, assessor, investigator or the service We provide, simply call St. George Underwriting Agency on (08) 9317 8400 and speak to one of their customer service officers and provide them with the details of the issue concerning You. They will attempt to resolve the complaint or dispute, if they are unable to do so they will log it and refer it to Our appropriate department manager for resolution. Within Our organisation We have established a complaints and disputes resolution process. This is a free service. It is a system designed to log, track, expedite and monitor complaints received from clients and customers about Our services and products. A staff member involved in the complaints and disputes resolution process will write to You within 15 working days advising the outcome of the review and reasons for their decision. We do not consider a complaint or dispute to be resolved until a proposed resolution or solution has been communicated to You and You have accepted the resolution or solution.

**If You are not satisfied with the outcome of this process**

If We are unable to resolve the complaint or dispute We will offer You the option of referring the matter to the insurance industry's external independent complaints scheme subject to eligibility. The scheme will only review complaints or disputes if they have gone through Our internal complaints and disputes resolution process.

**If this insurance has been issued through an insurance intermediary**

If Your Policy has been issued through an agent of **St. George Underwriting Agency** then they are acting as Our agent and not as Your agent.

If Your Policy has been issued through a broker then the broker is acting as Your agent.

Where this Policy has been arranged through an intermediary a commission is payable by **St. George Underwriting Agency** to them for arranging the insurance. This commission is paid to the intermediary from the commission **St. George Underwriting Agency** receives from Allianz.

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