

## Listed Events

[Product Disclosure Statement and Home Insurance Product Policy](#)



This booklet contains information about QBE's insurance products and services. The information was current at the date of preparation. More information about QBE's products and services or a free paper copy of any updates are available from your Financial Services Provider. If it becomes necessary, we will issue a supplementary or replacement PDS. © 2007.

This Policy is underwritten by QBE Insurance (Australia) Limited  
ABN 78 003 191 035 of 82 Pitt Street, Sydney.

QM486

POLICY





This is an important document. If you cannot read and understand English, please use an interpreter to explain it to you before entering into this contract of insurance.

## **WELCOME TO THE STEADFAST LISTED EVENTS HOME INSURANCE POLICY**

### **About Steadfast**

Steadfast is an unlisted public company comprising over 260 shareholders. Each shareholder is an independent insurance brokerage. This Policy is available exclusively to you through shareholders of Steadfast Group Limited. Steadfast Group Limited does not issue, guarantee or underwrite this Policy.

### **Important information about Steadfast's advice**

Any advice Steadfast gives about this Policy does not take into account any of your particular objectives, financial situation or needs. For this reason, before you act on Steadfast's advice, you should consider the appropriateness of the advice taking into account your own objectives, financial situation and needs. Before you make any decisions about whether to acquire this Policy we recommend you read this PDS.

### **About QBE Australia**

QBE Insurance (Australia) Limited is a member of the QBE Insurance Group (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886 and continues to provide industry-leading insurance solutions that are focused on the needs of intermediaries and their clients.

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

## Steadfast Listed Events Home Insurance Product Disclosure Statement

This Product Disclosure Statement (PDS) contains two sections:

- Important Information - contains general information about your Listed Events Home insurance Policy; and
- The Steadfast Listed Events Home Insurance Policy - contains the terms and conditions of your listed events home insurance Policy.

To assist you to locate specific items in this PDS, a table of contents is provided. Please read this PDS before you apply for insurance.

If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

If you need more information about this PDS or your Policy, please contact your insurance adviser.

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## IMPORTANT INFORMATION

### The purpose of this PDS

The PDS has been prepared to assist you in understanding your Listed Events Home Insurance Policy and making an informed choice about your insurance needs.

This PDS sets out important information about the insurance and the terms and conditions and limitations of the Policy.

The Policy terms and conditions are set out in this PDS under the heading 'The Steadfast Listed Events Home Insurance Policy' commencing on page 12.

### Who is the insurer

QBE Insurance (Australia) Limited is the insurer providing the cover under Section 1 Buildings and contents and Section 2 Options you can choose for an additional premium.

Our Australian Business Number is 78 003 191 035. Our Australian Financial Services Licence Number is 239545.

QBE Insurance (Australia) Limited is the insurer providing the cover under Section 3 Workers' compensation. Our Australian Business Number is 78 003 191 035.

In this Policy the insurer is called 'we', 'us' or 'our'.

### How to contact us

Please contact your Financial Services Provider.

For claims outside of business hours, please call 1800 023 387.

If you have a query in relation to our Privacy Policy or your personal information, then please contact the Compliance Manager on; email: [compliance.manager@qbe.com](mailto:compliance.manager@qbe.com) or mail: The Compliance Manager, QBE Insurance (Australia) Limited, GPO Box 82, Sydney NSW 2001

If you have a complaint or would like access to our dispute resolution process, then please contact your nearest QBE office.

## Your cooling-off period

We will refund all premium paid for cover under your Policy if you request cancellation of the insurance Policy within 30 days of its commencement.

To do this, you must advise your Financial Services Provider electronically or in writing and return the schedule to your Financial Services Provider.

You will not receive a refund if you have made a claim under your Policy.

## How to apply for insurance

Complete our application form. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

## How to make a claim

When something happens that you believe you can claim for, please contact your Financial Services Provider, or call 1800 023 387 if it is outside business hours. Details about making a claim are shown in the insurance Policy terms and conditions under 'How to make a claim'.

## Calculating your premium

The premium payable by you for this insurance will be shown on your schedule. The key factors that influence the premium calculation are reflected in the questions asked, and information sought, at the time of your enquiry or application for home insurance. These include factors relating to the type of property being insured, where the property is located, the type of construction of the property and your previous insurance and claims history.

Premiums are subject to Commonwealth and state taxes and/or charges. These include the Goods and Services Tax and stamp duty. The amount of these taxes and/or charges will be shown on your schedule.

## Paying your premium

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

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

You can also pay your premium by instalments direct from a financial institution account or from your credit card.

You cannot make a claim under this Policy if you owed us more than one month's premium when the event you want to claim for happened.

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

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

## How we handle your personal information

We are committed to handling your personal information in accordance with the Privacy Act.

We need to collect, use and disclose your personal information in order to consider your application and to provide the cover you have chosen.

You can choose not to give us some or all of your personal information, but this may affect our ability to provide you with cover.

## When you provide your personal information to us

You acknowledge and consent to us collecting and using your information to

- consider your insurance application and any subsequent application for insurance
- underwrite and price any Policy issued by us or our related entities
- calculate and offer discounts
- issue you with a Policy
- administer the Policy, and
- investigate, assess and pay any claim made by or against you.

For these purposes, you acknowledge and consent to us collecting your personal information from, and disclosing it on a confidential basis to your Financial Services Provider\* or the third party who you have been dealing with in respect to this insurance Policy and who referred you to us, other insurers (who may be located overseas), our related entities (who may be located overseas), insurance reference bureaus, law enforcement agencies, investigators and recovery agents, lawyers, any credit provider that has security over your property, assessors, repairers, suppliers retained by us to supply goods and services, advisers and/or the agent of any of these.

## When you provide your personal information to us about another person

You must be authorised to do so, and you must inform that person, unless informing them would pose a serious threat to the life or health of any individual

- who we are
- how we use and disclose their information, and
- that they can gain access to that information.

## Privacy of your personal information - for marketing purposes

In order to enhance its relationship with you, your Financial Services Provider may use your personal information that you have provided to us to offer you other products and services, which may be of benefit to you.

## When you provide your personal information to us – for marketing purposes

You acknowledge and consent to your personal information being used on a confidential basis by us or your Financial Services Provider to contact you by mail, phone or email to provide you information on offers, products and services or for planning, market research and product development.

In using your personal information for these marketing purposes, we and your Financial Services Provider may use and disclose your personal information to offer you our or your Financial Services Provider's product and services directly, or to any other organisation to carry out the above marketing purposes on our or your intermediary's behalf. However:

- QBE and your Financial Services Provider will not use your information in this way if you have already told us or your Financial Services Provider not to
- you must inform us or your Financial Services Provider if you do not want your personal information disclosed or used for these marketing purposes.

\* The Financial Services Provider is a company or individual through which you purchased this insurance, or the company named on the inside front cover of this booklet.

## General Insurance Code of Practice

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

### The objectives of the Code are:

- to promote better, more informed relations between insurers and their customers;
- to improve consumer confidence in the general insurance industry;
- to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- to commit insurers and the professionals they rely upon to higher standards of customer service.

### Our commitment to you

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

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

### How to resolve a complaint or dispute

#### 1. Talk to us first

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

#### 2. Seek a review

If the staff member or claims officer are unable to resolve the matter for you, you or your Financial Services Provider may speak to a dispute resolution specialist. The dispute resolution specialist will usually provide you with a response to your complaint within 15 days. If the timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with you alternative timeframes. If you are not satisfied with our response or we cannot agree with you on alternative timeframes, you can go to step 3.

### 3. Seek an external review

You are entitled to seek an external review of our decision. We will provide you with information about options available to you, including, if appropriate, referring you to the external dispute resolution scheme administered by the Financial Ombudsman Service Limited (FOS).

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

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

#### Your duty of disclosure

When you take out, renew, or change or vary a Policy, or when you make a claim, you have a duty to answer our questions truthfully and provide us with any information that could affect our decision to insure you, or the terms of your Policy. This is called your 'duty of disclosure'.

#### What you must do when you apply to take out this Policy

When applying to take out insurance we will ask you certain questions. When answering these questions, you must be honest, and you have a duty under the Insurance Contracts Act 1984 to tell us anything

- known to you; and
- which a reasonable person in the circumstances, would include in answer to any question.

We will use your answers to help us decide whether to insure you and anyone else under this Policy, and on what terms.

#### Who you are answering the questions for

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

#### If you do not answer our questions in this way

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

### Renewal, variation, reinstatement or extension of your Policy

When your Policy is renewed, varied, reinstated or extended you have a duty, under the Insurance Contracts Act 1984, to tell us anything that you

- know, or
- could reasonably be expected to know is relevant to our decision whether to accept the risk of insurance and on what terms.

Your duty does not require the disclosure of anything that

- diminishes the risk to be undertaken by us
- is of common knowledge
- we know, or in the ordinary course of business, ought to know, or
- is a matter that we indicate your duty has been waived by us.

#### If you do not comply with your duty of disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the Policy in respect of a claim, or we may cancel the Policy.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

#### Financial Claims Scheme

This policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from APRA - [www.apra.gov.au](http://www.apra.gov.au) or 1300 13 10 60.

## THE STEADFAST LISTED EVENTS HOME INSURANCE POLICY

### Your Policy

Your Policy is a contract of insurance between you and us.

Your Policy includes information on the following:

- When you are covered
- Who is covered under your Policy
- What you are covered for
- What your Policy does not cover
- Excesses that may apply
- How we pay claims

If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out as described in this Policy.

Our agreement with you is made up of your application, your current schedule and this Policy, as well as any endorsements we send to you.

Together, they make up your insurance contract with us.

Read them carefully and store them together in a safe place.

We recommend that you keep receipts for major items you purchase.

### When you are covered

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

### Who is covered under your Policy

The person whose name is set out in the schedule is insured. The following people are also insured, as long as they normally live with that person named in the schedule.

- That person's partner.
- Children of that person.
- Children of that person's partner.
- That person's parents.
- That person's partner's parents.

In this Policy all these people are called 'you' or 'your'.

### Words that have a special meaning

In this Policy there are words that have a special meaning. These words are listed below. If the meaning of a word is not shown below, we tell you on what page the meaning is printed.

Words	Meanings
Your buildings	This is on pages 27 to 28 under 'What are your buildings'.
Your contents	This is on pages 28 to 30 under 'What are your contents'.
Excess	This is the amount of money you will pay if you have a claim. We will reduce the amount we pay you for your claim by the amount of your excess. The amount of your excess is shown on your schedule and the earthquake excess is shown on page 32.
Flood	The covering of normally dry land by water escaping or released from the normal confines of a watercourse or lake, whether or not it is altered or modified. Flood also includes water escaping from the confines of any reservoir, channel, canal or dam.
Occupied	Your buildings are occupied if they are furnished so that they are comfortably habitable and you or someone with your consent has resided in the buildings overnight.
Schedule	This is the most current document we give you which sets out the details of your insurance cover. You receive a schedule when you first take out your insurance and again when the Policy is renewed or changed. Your schedule may be called a Policy, renewal or endorsement schedule.
Situation	This is the place where the buildings and/or contents are located and is shown on your current schedule. We will show this place on all schedules we give you.
Valuable items	This is on page 43 under "Valuable items" and under 'What are valuable items'.

## Section 1

### Buildings and contents

#### Listed Events cover

#### What is covered

Your buildings and/or your contents as set out in your schedule are covered if they are destroyed, lost or damaged. They are covered only if you own them, or are liable for them.

If you only cover your buildings, the cover provided under the Policy for destruction, loss or damage does not apply to your contents.

If you only cover your contents, the cover provided under the Policy for destruction, loss or damage does not apply to your buildings.

Your buildings and your contents are covered while at your situation. Cover for your contents while away from your situation is provided subject to the conditions and limitations set out in page 31.

We will cover your buildings and your contents for loss or damage from the events listed below.

- Fire or explosion.
- Smoke – excluding damage that occurs gradually and or out of repeated exposure to smoke or fire.
- Lightning or thunderbolt.
- Earthquake or tsunami. We will only cover loss or damage as a result of an earthquake if the loss or damage occurs within 72 hours of the earthquake.
- Burglary or housebreaking or an attempt at either. However, we will not cover burglary or housebreaking by a tenant.
- Theft. We will only cover theft of money or negotiable documents when force is used by someone to enter your buildings. We will not cover your buildings or contents for loss or damage as a result of:
  - Theft by any person who is living at the site unless there is evidence that your building has been entered forcibly and violently.
  - Theft by a tenant.
- Vandalism or a malicious act. However, we will not cover loss or damage as a result of vandalism or a malicious act by a tenant

- Deliberate or intentional acts. However, we will not cover loss or damage as a result of a deliberate or intentional act by a tenant.
- Liquid that escapes from:
  - A fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain.
  - A bath, basin, sauna, spa, shower base or shower wall, sink, toilet or tiled floor that has drainage holes.
  - A washing machine or dishwasher.
  - An aquarium.
  - A waterbed.

We will also cover the cost of finding where the liquid escaped from, including the cost of repairing any damage that occurs while looking for the cause. We will not cover the cost of repairing the defective item that caused the escape of liquid or liquid escaped from.

- An electric motor burning out. If an electric motor burns out, we will repair, reinstate or replace it. We decide which one we will do. We will only do this if the electric motor is 15 years old or less.
- Accidental breakage. This cover applies when the item is fractured or chipped. Items covered for accidental breakage are:
  - If you have insured your buildings, any fixed glass in your buildings, including glass houses and any window tinting or shatter proofing material attached to the glass. We also cover fixed shower bases, basins, sinks, spas, baths, toilets, chandeliers and pendant lights.
  - If you have insured your contents, any mirrors, glassware, crystal, crockery or any glass in furniture. However, we will not cover glass that is part of a television, or a computer screen, or a computer monitor. Mirrors, glassware, crystal, crockery or china are not covered while they are being used, cleaned or carried by hand.
  - If you have insured your contents and you are living in a rented property, you are covered for accidental breakage of fixed shower bases, basins, sinks, spas, baths and toilets. This cover only applies when your rental agreement makes you responsible for these items.
- Riots, civil commotions, industrial or political disturbances.

- Impact by an aircraft, spacecraft or satellite, or anything dropped from them.
- Impact by a falling tree or part of a tree, unless the damage is caused when you cut down or remove branches from a tree or you have someone do it for you. We will also pay the cost of removing and disposing of the fallen tree or parts and treatment of the stump to prevent regrowth.
- Impact by a falling television or radio antenna, mast or dish.
- Impact by any animal or bird that is not kept at your situation, but not damage caused by any animal or bird eating, chewing, clawing or pecking.
- Impact by vehicles or watercraft.
- If you have insured your contents, we will pay for storage charges necessarily and reasonably incurred to protect them from further loss or damage following a claim by fire, storm or rainwater.
- Storm, rainwater, hail, or wind. This includes storm, rainwater, hail or wind damage to gates, fences or walls that are entirely or partly at the situation.

We will not cover storm, rainwater, hail or wind damage:

- Where water enters your buildings because of a structural defect, faulty design or faulty workmanship when your buildings were constructed.
- Where water enters your buildings through an opening made for any building renovation or repair work.

We will not cover loss or damage by flood unless you have selected and paid for the Flood Option and this appears on your Policy Schedule.

Flood is the covering of normally dry land by water escaping or released from the normal confines of a watercourse or lake, whether or not it is altered or modified. Flood also includes water escaping from the confines of any reservoir, channel, canal or dam.

- Landslide or subsidence. This includes loss or damage to any gates, fences or retaining walls that are entirely or partly at the situation. However, the cover only applies if the loss or damage occurs within 72 hours of, and as a direct result of, one of the following listed events:
  - Storm, tsunami, rainwater, hail, snow or wind.
  - Earthquake.

- Explosion.
- Liquid escaping from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or a drain.

Power surge to domestic appliances or domestic equipment directly caused by an identifiable and verifiable source outside your home including; a lightning strike, an object contacting power lines, the resumption of power following a blackout caused by a storm or unexpected interference with a power company transformer by an animal.

However, we will not cover; domestic appliances or domestic equipment more than 15 years from the date of purchase when new or any power surges caused at the situation.

### **Additional things we will pay for when you have insured your buildings**

If you have cover for your buildings, the following will be paid in addition to the sum insured as listed on your schedule.

We will only pay these costs when they relate to loss or damage from a listed event:

- If you are unable to live in your buildings after loss or damage has occurred, we will pay you to rent another property. We will pay an amount equal to the amount that your buildings could have been rented out for each week if the loss or damage had not occurred.

We will also pay the costs of alternative accommodation for your pets, and additional living expenses up to \$1,000.

The most we will pay for these costs is 20 per cent of your buildings sum insured, as listed on your schedule.

We will reduce the amount we pay you, or stop paying you, if you:

- receive any payment for rent from another source, or
- do not need to rent another property, or
- are able to live in your buildings.

If your building is so damaged that it cannot be lived in by tenants, we will pay up to 20% of the sum insured for your building, for: loss of rent or rentable value if the home is tenanted or is between tenants at the time the loss or damage occurred.

### Forced Evacuation by Government Authority

If this Policy insures the building that you let to tenants, and if your home cannot be lived in because a government authority prohibits you from using it, we pay any resultant rent lost. We pay up to a maximum of 20% of the sum insured for your home for loss of rent or rentable value if the home is tenanted or is between tenants at the time the loss or damage occurred. The prohibition must be as a direct result of damage to neighbouring premises that would be classed as insured damage under this Policy. We do not cover loss due to cancellation of a lease or agreement including if a tenant decides to leave without giving proper notice.

Under this additional benefit, we do not pay for:

- (a) loss of rent if the home has been untenanted for 30 consecutive days immediately before the loss
  - (b) any rent lost outside the period of untenability
  - (c) any rent lost later than 12 months after the damage occurs.
- We will pay your legal costs to discharge your mortgage if your claim is for a total loss.
  - We will pay the reasonable costs of demolishing, removing and disposing of any buildings debris when loss or damage occurs.
  - We will pay the reasonable costs of architects, surveyors and engineers and also pay any legal fees that arise from reinstating your buildings when loss or damage occurs.
  - We will pay to make modifications to your buildings if you are injured as a result of loss or damage to your buildings. We will only pay for modifications if the injury results in permanent paraplegia or permanent quadriplegia and the modifications are required for you to continue to live at the situation. The most we will pay is \$25,000.
  - If a key to an external door lock of your buildings, or a key to an external window lock of your buildings, is stolen, or you have reason to believe that they have been duplicated, we will pay the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item. We decide which one we will do. The most we will pay is \$1,250.
  - If we agree to pay you for loss or damage to your buildings, we will increase your sum insured for your buildings by 0.5% of 1% of the sum insured shown on your current Policy Schedule per month since you took out your Policy or last renewed it until the next renewal date.

- You are fully insured again for your buildings for the amount shown in your schedule following a claim unless your claim is for a total loss. If your claim is for a total loss and we pay you the sum insured, then the cover for your buildings will end, however liability cover will remain in force until the expiry date of the Policy.

However, liability cover in relation to your buildings formerly occupied by you will continue until the earliest of;

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

if your Policy expires before all of the above (i) to (v) occurring.

- We will pay the costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing the buildings at the situation. We will not pay any costs which resulted from any notice which a statutory authority served on you before loss or damage to your buildings occurred. The most we will pay in any one period of insurance is \$25,000.
- If any trees, plants, shrubs or lawns are damaged by an insured event other than storm we will pay to replace the trees, plants, shrubs or lawns, up to \$5,000 in any one period of insurance. We will pay up to \$1,000 for any one tree, plant or shrub. We will not pay for damage caused by a weather-related event.
- We will pay the cost of any damage caused to a television/radio antenna or mast. The most we will pay is \$1,000.
- We will pay to replace the Certificate of Title to your situation if it is destroyed or damaged. The most we will pay is \$2,000.
- If you have cover for your buildings and you have entered a contract to sell your home, we will extend cover under the Policy to the purchaser from when the purchaser becomes liable for any damage to the home until the contract is settled or terminated, or until the purchaser insures the home, whichever happens first.

## Building materials

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

## Environmental Benefit - Applicable only when you have Buildings cover

- If your buildings has been totally destroyed by an insured event and we have agreed to rebuild your buildings, we will pay up to a maximum of \$5,000 of the cost to you , after deduction of any rebate you are eligible for under any government or council rebate scheme, to install any combination of the following:

Rainwater tank; solar power systems – including solar hot water or photo-voltaic (PV) power or hot water heat exchange or grey water recycling.

### A rainwater tank facility includes:

a rainwater tank; water pump and wiring; foundation or tank stand; pipes connecting the roof to the tank; and installation costs.

### A solar power system includes:

solar or PV panels; water tank, pump; electrical wiring; foundation or tank stand; pipes connecting the roof solar panels to the tank; and installation costs.

### A hot water heat exchange system includes:

heat exchange system; electrical wiring; foundation or tank stand; water pipes; and installation costs.

### A grey water recycling system includes:

recycling system; distribution pipes and connectors; outlet housings; and installation costs.

Any payment we make under this benefit will be in addition to any amount we pay on a Buildings claim.

## Additional things we will pay for when you have insured your contents

If you have cover for your contents, the following will be paid in addition to the sum insured as listed on your schedule. We will pay these costs when they relate to loss or damage from a listed event.

- If your freezer or refrigerator breaks down, we will pay for the loss of any frozen or refrigerated food. We also pay for loss of any frozen or refrigerated food caused by accidental damage to the freezer or refrigerator or by the failure of the electricity supply, or by contamination of any refrigerant or oil used in the refrigerator or freezer.
- We will pay to reinstate, reproduce or restore your documents if they are damaged while contained at the situation or in a bank vault. This includes the information contained on the documents.
- If any of your credit, debit or stored value cards are misused after they are stolen, or are used fraudulently on the internet, we will pay up to \$5,000 in total to the financial institutions that issued them. We will only pay if you complied with the terms on which the credit cards were issued.
- We will pay the reasonable costs of alternative accommodation and additional living expenses up to \$1,000. The most we will pay for these costs is 20 per cent of your contents sum insured as listed on your schedule. We will only pay for these costs when, and only for the period for which, you are unable to live at your situation after loss or damage has occurred.
  - We will reduce this payment, or stop paying you, if:
    - We pay you for rent following damage to your buildings.
    - You receive any payment for rent or accommodation from another source.
    - You do not need to pay for alternative accommodation.
- If you are unable to live at your situation after loss or damage has occurred, we will pay the reasonable costs to remove and store your contents while your situation is being repaired. We will pay this for up to 12 months. We will also cover your contents while they are in storage. We will only pay for this when you are unable to live at your situation.
- If guests, employees, exchange students or visitors to your situation bring their own contents with them, we will regard those contents as belonging to you.

The most we will pay is \$5,000 if these contents are lost or damaged. This cover is subject to the list of contents items and limits shown on pages 28 to 30 under 'What are your contents'. We will not pay if these contents are already insured under another Policy by someone other than you.

- If money or negotiable instruments belonging to guests, employees, exchange students or visitors are lost or damaged, we will regard that money or negotiable instrument as belonging to you. The most we will pay is \$1,000. We will not pay if the money or negotiable instruments are already insured under another Policy by someone other than you.

- We will cover your contents for loss or damage while they are in a commercial storage facility in Australia up to the total contents sum insured, as listed on your schedule.

You must tell us that your contents are in a commercial storage facility before they are put into storage and we must have agreed to cover them.

If we agree to cover your contents in a commercial storage facility, it will be listed on your schedule.

We will not cover jewellery, money or negotiable instruments.

- We will cover your contents for loss or damage while they are being transported by a vehicle to your new situation, or to a commercial storage facility within Australia, up to the contents sum insured as shown on your schedule, during your period of insurance.

We will only cover your contents if there is a theft following violent or forcible entry, or loss or damage occurs as a result of fire, collision or overturning of the vehicle that is transporting your contents.

We will not cover loss or damage:

- To glassware, crystal, crockery mirrors or china, or
- Caused by denting, scratching, chipping or bruising.
- If a key to an external door lock of your buildings, or a key to an external window lock of your buildings is stolen, or you have reason to believe that they have been duplicated, we will pay the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item. We decide which one we will do. The most we will pay is \$1,250.
- We will pay the reasonable costs of removing any contents debris when loss or damage occurs.

- We will pay the reasonable costs you have to pay a security firm to attend your situation in response to your monitored burglar alarm system. We will only pay these costs when there is:

- A burglary.
- An attempted burglary.

We will not pay these costs when there is:

- A false alarm.
- No evidence of an attempted burglary.

The most we will pay is \$1,250.

- We will pay for aggravated theft of your wallet, handbag or other personal items if you are robbed of these items anywhere in Australia by virtue of violent physical assault and when supported by a police report. The most we will pay for cash or negotiables is \$300 up to a total of \$1,000.
- If we agree to pay you for loss or damage to your contents, we will increase your sum insured for your contents by 0.5% of 1% of the sum insured shown on your current Policy Schedule per month since you took out your Policy or last renewed it until the next renewal date.
- You are fully insured again for your contents for the amount shown in your schedule following a claim unless your claim is for a total loss. If your claim is for a total loss and we pay you the sum insured then the cover for your contents will end.

### **Environmental Benefit - Applicable only when you have Contents cover**

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

### Additional things we will pay for when you have insured your buildings and/or contents

If you have cover for your buildings or contents, or both, the following will be paid in addition to the sum insured. If you have insured your buildings and contents, we will only pay once for an event

- We will pay for the fees that you must pay to an accountant. when your personal financial affairs are audited by the Federal Commissioner of Taxation. You must advise us of any such audit prior to the fees being incurred. The most we will pay during any one period of insurance is \$5,000.

We will not pay claims for:

- Any audit that relates to a criminal prosecution.
- Fees where the final assessment of your taxable income for the period being audited is 20 per cent, or more, higher than your original declaration.
- Fees for work performed outside the time limits allowed by the Federal Commissioner of Taxation.
- Any fines, penalties or adjustments of taxation.
- We will pay up to \$500 for the reasonable costs you have to pay the fire brigade or a similar authorised organisation to attend and protect your buildings or contents against an actual fire or other emergency.
- If you cannot live at the situation because a government authority denies you access, we will pay any increase in your living expenses that is necessary and reasonable to maintain your normal standard of living for up to 60 days. The denial must be as a direct result of damage to neighbouring premises that would be classed as insured damage under this Policy. We will not cover loss due to cancellation of a lease or agreement.
- We will pay reasonable expenses to protect your buildings or contents from further damage following damage we have agreed to cover.
- We will pay up to \$750 for veterinary expenses if your pet is injured or killed as a result of a road accident, lightning, earthquake, burglary or attempted burglary.
- We will pay legal costs and expenses you are liable to pay following legal proceedings brought by you, or against you, in Australia.

You must advise us of any legal proceedings brought by you, or against you. We will only pay claims notified to us during the period of insurance shown on your

current schedule. We will only pay the legal costs and expenses incurred with our prior written consent. The most we will pay during any one period of insurance is \$5,000.

We will not pay legal costs and expenses relating to:

- Spouse or partner disputes including, but not limited to, divorce, child maintenance, or custody and property disputes.
- Claims for death, bodily injury to, or disease of, any person.
- Claims where cover is available under a standard form of motor vehicle, homeowners or householders, motorcycle, caravan or boat insurance.
- Any criminal charge or prosecution brought against you.
- Any alleged or actual road traffic offence or boating offence committed by you.
- Any matter arising out of your business or profession or the conduct of any activity carried on by you or your family for reward except letting the home for domestic purposes or babysitting on a casual basis.
- Any matter arising out of an incident where there is insurance required by law that provides for your liability, or it was available to you, and you did not take it out.
- Any award of damages made against you.
- Any penalties, fines or awards of aggravated, exemplary or punitive damages made against you.
- If you or a member of your family normally living with you dies as a direct result of a physical injury caused by an accident within the buildings at the situation, we will pay \$15,000 to the estate of the deceased person.  
The most we will pay in any one period of insurance is \$15,000 in total.

### Special Benefit when you have insured your buildings and/or your contents

#### Accidental damage extension for your Buildings and contents in the home

This special benefit is not paid in addition to your sum insured.

We insure you for physical loss or damage caused by accidental damage to your buildings, contents or both,

depending which you have insured, that is not insured under Listed Events Cover, listed under, “What is Covered”. Your contents, if you have insured them, are only insured under this Additional benefit whilst they are contained inside the buildings.

Accidental damage means loss or damage that is accidentally, suddenly, unintentionally and unexpectedly caused by an identifiable event (other than by the Listed Events or any item excluded under Listed Events). Accidental damage does not include the misplacement, or failure to locate any item nor unexplained disappearance of any item.

Under this Accidental damage Additional benefit, we do not insure;

- any theft of cash, negotiables or documents of any kind,
- any theft of any type of mobile telephones,
- any theft of computers of any type – including laptops, notebooks, palmtops, Personal Digital Assistants (PDAs) electronic diaries, electronic notebooks, pocket Personal Computers, MP3 or MP4 players or any similar devices
- any loss of or damage to electronic data – For the purposes of this exclusion, electronic data means any facts, concepts and/ or information converted to a form usable for communications and/or displays and/or distribution and/or processing by electronic and/or electromechanical data processing and/or electronically controlled equipment which includes but is not limited to programs and/or soft-ware and/or other coded instructions for such equipment
- any damage caused by any malfunction, virus, trojan horse, worm backdoor, trapdoor, logic bomb, bacteria, rabbit program or any type of computer hacking or similar attack
- mechanical, electronic or electrical breakdown of any kind
- photographs, film or any image whether stored electronically or otherwise,
- aircraft, watercraft or vehicles, of any kind, whether they are remote controlled or not,
- any contents lost or damaged outside the home
- any theft, loss or damage caused by your tenants or boarders

- any loss or damage resulting from any building work, renovations or building alterations of any kind, however we will insure you against damage arising solely out of painting the home provided no work other than painting is being undertaken
- any loss or damage where the incident that caused the loss cannot be specified by you.
- any fishing, sporting or musical equipment whilst in use or play
- any Exclusion under the Section, “When you are not covered”.

### How we will Pay

For this Additional benefit, we will pay on the same basis as under “Paying Claims – The most we will pay for your buildings or contents”, however, we will not pay the first \$5,000 for each occurrence for accidental damage. (Under this Additional benefit, occurrence means all accidental damage caused by any original source or cause.) You must pay the first \$5,000 of each claim that we agree to pay for any accidental damage. The excess will be applied to each and every claim, whether or not separate instances of loss or damage are submitted at the same time.

Please note, this Additional benefit only covers your contents for accidental damage within the home for damage exceeding \$5,000. If you require accidental loss or damage cover for portable contents outside the home, you should select cover under the Valuables option.

### What are your buildings

- Residential buildings you live in including any professional offices or surgeries in those buildings.
- Domestic outbuildings.
- Fixed coverings to walls, floors and ceilings. These do not include fixed carpets, curtains or internal blinds unless you are the contracting seller or purchaser in which case these items will be deemed buildings until settlement, or, unless you regularly lease out the home on an unfurnished basis .
- Infrastructure for services, including infrastructure for the supply of electricity, gas, water, the internet and telephone.
- Items built in, or fixed to, or on, the buildings.
- Blinds or awnings on the outside of the buildings.

- Landscaping, paved terraces, paved pathways and paved driveways, retaining walls, fences and gates entirely or partly on the site.
- Jetties, wharfs, pontoons and moorings used for domestic purposes only.
- Anything permanently built, permanently constructed or permanently installed on your property for domestic purposes, including in ground swimming pools.

### What are not your buildings

- Property that a tenant is liable for under the terms of a rental agreement.
- Plants, shrubs, trees or grass except as provided for under 'Additional things we will pay for when you have insured your buildings'.

### What are your contents

- Household goods that are not used for earning income.
- Goods that you use for earning your income while they are at your situation. You would normally receive a taxation deduction for these. We will pay up to \$5,000 in total for these items. This does not include office and surgery equipment.
- Office and surgery equipment that you use for earning your income while it is at your situation. You would normally receive a taxation deduction for these.
- Carpets, curtains and internal blinds.
- Furniture and furnishings that are not built in.
- Portable domestic appliances that are not built in.
- Swimming pools, saunas and spas that are not permanently installed.
- Accessories for any swimming pools, saunas or spas.
- Clothing and personal effects.
- In relation to the following three items;
  - (i) Jewellery and watches.
  - (ii) Items that contain gold or silver (this does not include items thinly covered with gold or silver).
  - (iii) Collections of stamps, money or medals,
 we will pay up to 25 per cent in total of the contents sum insured listed on your Policy Schedule.

The most we will pay for any one item, pair, set or collection of item (i) or (ii) above is \$5,000.

The most we will pay for a collection of stamps, money or medals is \$10,000.

You can increase the amount that we will pay for any of these three items whilst they are at the situation by insuring them as specified contents or increase the level of cover for these three items by choosing additional cover for valuable items under section 2.

- Items thinly covered with gold or silver that are not jewellery or watches.
- Paintings and prints, tapestries, Persian or similar rugs, antiques and any other works of art.
- Projectors and screens.
- Equipment for developing and enlarging photographs.
- Processed film, slides and prints. We will only pay the value of these items as unprocessed material, and the cost of processing them. However, if they were processed when you purchased them, we will pay the cost of replacement. We will not pay the costs of recreating any event.
- Tapes, cassettes, cartridges and discs, including computer software. We will only pay the value of these items when blank unless they were pre-recorded when you purchased them.
- Data stored on any computer, computer disk or computer tape (including the cost of restoring the data). We will pay up to \$1,000 in total for this.
- Money and negotiable instruments. We will pay up to \$1,000 in total for these.
- Accessories and spare parts for the following: motor vehicles, motorcycles, caravans, trailers, watercraft, golf buggies, ride-on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis, kayaks and canoes.
 

We will not pay if the accessories and spare parts are in, or on, motor vehicles, motorcycles, caravans, trailers, watercraft, golf buggies, ride-on mowers, wheelchairs, surfboards, sailboards, surf skis, kayaks and canoes. We will pay up to \$1,500 per item and \$2,500 in total for these items.
- Landlords' fixtures and fittings that you are liable for under the terms of a rental agreement. We will not cover these fixtures and fittings if the body corporate has insured them.

- Fixtures and fittings that you have installed for your own use if you are a tenant, or the owner of a strata title unit. We will not cover these fixtures and fittings if the body corporate has insured them.
- Watercraft no more than four metres long, and which do not require registration under state or territory legislation.
- Motorised golf buggies, ride-on mowers, wheelchairs and motorcycles up to 125cc capacity and which do not require registration.
- Surfboards, sailboards, surf skis, kayaks and canoes.
- Special contents which are listed on your schedule.

### What are not your contents

- Unset precious and semi-precious stones.
- Plants and trees growing outdoors. This does not include plants and trees growing in pots or tubs.
- Animals, including birds and fish.
- Pedal cycles while they are in use for competitive racing or pacemaking.
- Equipment for taking photographs, including accessories and unprocessed film while they are being used to earn an income.
- Sporting equipment while it is being used.
- Motorcycles requiring registration.
- Motor vehicles, motorcycles exceeding 125cc capacity, motorized go-karts, caravans, trailers or aircraft other than model or toy aircraft.
- Motorcycles while they are used for competitive racing or pacemaking.
- Watercraft more than four metres long.
- Watercraft less than four metres long that require registration under state or territory legislation.
- Personal Water Craft (for example, Jet skis).

### Cover for your contents in the open air at your situation

We will cover your contents while they are in the open air at your situation. Your contents are in the open air when they are not in a building that is fully enclosed. If they are damaged by storm, rainwater, wind or are stolen, we will pay up to \$5,000 or 8% of your unspecified contents sum insured, whichever is greater, in total.

This limit does not apply to any swimming pools, saunas or spas.

### Cover for your contents away from your situation

Your contents are covered while they are away from your situation, anywhere in Australia up to 180 consecutive days. Your contents are not insured if they:

- Are on the way to, or from, or in commercial storage, unless we have agreed to cover them under 'Additional things we will pay for when you have insured your contents'.
- Are in transit during a permanent removal, unless we have agreed to cover them under 'Additional things we will pay for when you have insured your contents'.
- Have been removed permanently from your situation other than:
  - Sporting equipment that is stored within a club room
  - Contents stored in a bank safe deposit box
  - Student's personal belongings including sporting equipment whilst you are away from home attending school, college or University.

We will only cover your contents for loss or damage as a result of storm, rainwater, wind or impact by a vehicle if they are:

- In a residential building, boarding house, motel, hotel, club, nursing home or hospital where you are staying, or
- Sporting equipment stored within a clubroom.

We will not cover your contents for loss or damage as a result of storm, rainwater, wind or impact by a vehicle if they are in a tent, vehicle, caravan, trailer, aircraft or watercraft.

We will not cover your contents for theft while they are away from your situation, unless:

- They are in a residential building, boarding house, motel, hotel, club, nursing home or hospital where you are staying, or
- The contents are sporting equipment stored within a clubroom.

We will pay up to 25 per cent in total of the contents sum insured shown on your schedule, subject to the limits set out in pages 28 to 30.

- The contents are your wallet, handbag or other personal items and you are robbed of these items anywhere in Australia by virtue of violent physical assault and when supported by a police report. The most we will pay for money is \$300, and up to \$1,000 in total.

The following contents items are not covered while away from your situation:

- Accessories and spare parts for the following:
  - motor vehicles, motorcycles, mini-bikes, caravans, trailers, watercraft, golf buggies, mobility scooters, surfboards, sail boards, surf skis, kayaks and canoes.
- Goods that you use for earning your income.
- Office and surgery equipment that you use for earning your income.

### **Moving your contents to a new situation**

If you are moving permanently to a new situation within Australia, we will cover your contents at the situation shown on your schedule and at your new situation. The most we will pay in total is the sum insured shown on your schedule. We will only cover your contents at your new situation for 45 days. This cover will commence from when you first start to move your contents to your new situation. We do not provide cover for your contents while they are being moved unless we have agreed to cover them under 'Additional things we will pay for when you have insured your contents'.

You must tell us that you are permanently moving your contents to a new situation within 45 days from the day you first start to move.

## **Paying claims**

### **Excesses that apply when you make a claim**

An 'excess' is your contribution towards the cost of a claim. We will tell you if you need to pay an excess when you make a claim.

In most instances you can select, at the time of your enquiry or application for insurance, the amount of the excess you wish to pay should you make a claim. When you select a higher excess amount we will normally reduce the amount of the premium you will have to pay.

We take into consideration a number of factors in setting the amount of the excess. These include factors relating to the type of property being insured, where the property is located, the type of construction and your previous insurance and claims history.

At the time of your enquiry or application for insurance, the amount of the excess will be advised to you.

For each claim for your buildings and your contents, we will reduce the amount we pay you for your claim by the amount of the excess. The amount of your excess is shown on your schedule.

Your excess will be the greater of \$250 or the excess shown on your Schedule for any claim for loss or damage arising from an earthquake or tsunami. This loss or damage must occur within 72 hours of the earthquake.

When a claim is paid for loss or damage to your buildings and your contents, the excess amount will only be applied once. You will not be required to pay any excess in the event that your buildings or contents are a total loss..

When a claim is paid under 'Additional things we will pay for when you have insured your buildings' only, or 'Additional things we will pay for when you have insured your contents' only, your excess will not apply.

### **The most we will pay for your buildings or your contents**

The most we will pay for any claim for your buildings or your contents is the sum insured shown on your schedule. This does not apply to amounts payable under 'Additional things we will pay for when you have insured your buildings', or 'Additional things we will pay for when you have insured your contents', or 'Additional things we will pay for when you have insured your buildings and/or your contents'.

There are some contents items that we will only cover up to a certain amount. See 'What are your contents' on pages 28 to 30 for details of these contents items and the amounts we will pay.

### **How we pay a claim for your buildings**

When loss or damage occurs to your buildings, we will pay the cost of rebuilding your buildings or repairing the damaged portions to the same condition as when they were new.

We will also pay any additional costs required for your buildings to comply with government or local authority bylaws. We will not pay these additional costs if you were required to comply with these bylaws, and had not done so, before the loss or damage occurred. The most that we will pay for costs required for your buildings to comply with requirements of any authority in any one period of insurance is \$25,000.

## Buildings Sum Insured Safeguard

If we agree that the cost to repair or replace your Buildings is greater than your Buildings sum insured, then we will pay up to 30% more than your Buildings sum insured to, at our option:

- repair the Buildings, or
- replace the Buildings to a condition substantially the same as, but not better than when new, or
- pay the reasonable cost of its repair or replacement to a condition substantially the same as when new.

This Special Benefit applies only if:

- A. this Policy insures your Buildings, and
- B. your Buildings are so damaged by an event that is insured by this Policy that it is considered by us to be a total loss, and
- C. the cost to repair or replace your Buildings is greater than your Buildings sum insured because either,
  - i) the increased cost of repairing damage to your Buildings was caused directly by a Catastrophic Event, or
  - ii) you correctly used the QBE Home Sum Insured Building Calculator on the internet (the QBE Calculator) to calculate your Buildings Sum Insured and the QBE Calculator estimated an inadequate sum insured for your Buildings, provided;
    - that you can demonstrate that you correctly used the QBE Calculator to determine your Buildings sum insured, and
    - your Buildings are substantially the same as when you used the QBE Calculator (for example, you have not added to nor extended your Buildings), and
    - you have not reduced any sum insured that we have offered on any renewal invitation since you used the QBE Calculator.

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

This Special Benefit only relates to the Buildings. It does not apply to any other insured property, Policy section additional benefit or other Policy feature including such things as additional costs to comply with government or local authority bylaws.

Rebuilding or repairing your buildings must commence within six months of the loss or damage occurring. If it does not commence within six months of the damage occurring, (or any other period which we agree with you in writing) you may have to pay any increase in cost caused by your delay.

We will pay for the damaged portion of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the damage occurred.

We will try to match any material used to repair your buildings with the original materials. If we cannot, we will use the nearest equivalent available to the original materials. We will not pay any costs for replacing undamaged property.

However, if:

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

If the damage was caused by liquid that escaped from a bath, basin, sauna, spa, shower base or shower wall, we will pay the costs to repair your buildings. We will not pay the costs to repair or replace the bath, basin, sauna, spa, shower base or shower wall.

## How we pay a claim for your contents

When loss or damage occurs to any contents item, we will do one of the following:

- Replace the item with the nearest equivalent new item.
- Repair the item to the condition it was in when new.
- Pay you the cost of replacement or repair.

We decide which one we will do.

We will pay for the cost of replacement for:

- Carpets;

- Wall, floor and ceiling coverings; and
- Internal blinds and curtains

only in the room, hall or passage where the loss or damage occurred.

When an item is part of a pair, set or collection, we will only pay for the value of the item itself. The most we will pay is the value that the item has as a proportion of the combined pair, set or collection. We will only pay the cost of replacing the item even though the pair, set or collection to which it belongs is less valuable because it is incomplete.

## Your liability cover

What you are covered for

- If your Policy covers your buildings, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:
  - the death of, or personal injury to, any person,
  - the loss of, or damage to, property,
 resulting from an occurrence during the period of insurance arising out of the ownership of your buildings or occupancy of your buildings.
 

For this liability cover only your buildings include - land, trees, shrubs and other plant life.
- If your Policy covers your contents and you live in a rented building, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:
  - the death of, or personal injury to, any person,
  - the loss of, or damage to, property,
 resulting from an occurrence during the period of insurance arising out of the ownership of your contents or occupancy of the building. This does not include any amount you have to pay because you are the owner of your buildings.
- If your Policy covers your contents and you own part of a building that is a strata titled residence, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:
  - the death of, or personal injury to, any person,
  - the loss of, or damage to, property
 resulting from an occurrence during the period of insurance arising out of the ownership of your contents or occupancy of the part of the building you own.

- If your Policy covers your contents, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:
  - the death of, or personal injury to, any person,
  - the loss of, or damage to, property,
 resulting from an occurrence during the period of insurance anywhere in the world. This does not include any amount you have to pay because you are the owner or occupier of your buildings.

## Definitions for your liability cover

'Personal injury' means bodily injury, shock, mental anguish or mental injury, libel, slander or defamation of character, including death.

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

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

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

'Damage to property' means physical injury to or destruction of tangible property, including the loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits and similar instruments but does not include the value represented by such instruments.

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

## Limit of your liability cover

The most we will cover for any liability claim is \$30,000,000 for any one occurrence.

We do not pay more than this amount in total under all policies we have issued to you which cover the same liability.

## Additional Benefits

If your Policy covers your buildings or contents, or both at your primary residence, your liability cover includes the following additional benefits:

- **Defence costs**

In addition to the limit of your liability cover, if we agree you are entitled to liability cover under this Policy in respect of an occurrence, we will also pay legal costs incurred with our consent to defend the claim.

- **Expenses incurred in attending court**

In addition to the limit of your liability cover, we will reimburse you for reasonable expenses incurred in attending court in relation to a liability claim covered by this Policy at our request up to \$250 per day but excluding the first day, and up to a total of \$5,000 in any one period of insurance for proven income loss. We will only reimburse income loss for days on which you are not able to conduct any income-earning activity whatsoever.

If you are

- self employed or a working director, then 'income' means the gross daily income from such personal exertion after allowing for the costs and expenses incurred in deriving that income,
- an employee, then 'income' means the gross daily income from personal exertion, excluding overtime payments, bonuses, commissions or allowances.

In each case the amount of your income will be averaged over the twelve months immediately preceding our request or such shorter period during which you have been so engaged. You must provide any documentation, records, correspondence or other information that we request in support of any claim for lost income.

- **Motor vehicle liability**

We will cover you against any claim for compensation or expenses which you become legally liable to pay resulting from an occurrence that occurs during your period of insurance for:

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

arising from the ownership, custody, or use of any vehicle not required to be registered by law including:

- Motor cycles up to 125 cc capacity
- Mobility scooters
- Golf buggies
- Ride on mowers
- Any motorised wheelchair
- Any domestic trailer not attached to any vehicle.

We also insure you against any claims for compensation or expenses you become legally liable to pay for:

- the death of, or personal injury to, any person caused by you solely as a result of you being a passenger in a registered vehicle if the occurrence causing the death or personal injury occurs during your period of insurance.
- the death of, or personal injury to, any person arising from the ownership, custody, or use of any registered vehicle if the occurrence causing the death or personal injury takes place at the situation and occurs during your period of insurance.

The most we will pay for all claims arising out of any one occurrence under this additional benefit is \$30,000,000.

In addition to the limit of your liability cover, if we agree that you are entitled to liability cover under this additional benefit in respect of an occurrence, we will also pay legal costs incurred with our consent to defend the claim.

We do not cover you

- if you are entitled to be wholly or partly insured by any compulsory statutory insurance or accident compensation scheme, or would have been, but for failure to register the vehicle or to apply for cover under the insurance or scheme or to comply with a term or condition of the insurance or scheme;
- if you are entitled to be wholly or partly protected by any other Policy of insurance which specifically covers compulsory third party motor vehicle liability.
- **Committee members/sporting or social clubs/ community organisations**

We cover you for any claim made against you for compensation or expenses which you become legally liable in Australia to pay following an alleged or actual act or

omission. We will only pay for your liability in connection with your position as a committee member of a sporting or social club or community organisation. We will not cover you if you receive more than \$1,000 per year for holding this position.

The claim must be made against you within the period of insurance stated in the schedule. The most we will pay under this additional benefit, including legal costs, during any one period of insurance, is \$10,000.

## What you are not covered for

These exclusions apply to your liability cover and additional benefits.

We will not cover any liability arising from:

- Use of a motor vehicle, motorcycle, mini-bike, aircraft or watercraft, however we will cover liability that:
  - arises from the ownership, custody or use of any:
    - Model or toy aircraft.
    - Surfboard, sailboard, kayak or surf ski.
    - Watercraft no more than four metres long and that do not require registration under state or territory legislation. However, we will not cover any liability arising from Personal Water Craft (for example, Jet skis)..
  - we cover under 'Additional benefits - Motor vehicle liability'.
- Use of a caravan or trailer when the caravan or trailer is attached to a motor vehicle or motorcycle.
- Any agreement or contract you enter into. We will pay for your liability if you would have been liable without the agreement or contract.
- Directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos
- Gaining a personal profit or advantage that is illegal.
- A conflict of duty or interest.
- Any act or omission that is dishonest, fraudulent, criminal, wilful or malicious.
- Any loss that can be reimbursed by your sporting or social club or community organisation.
- Any alleged or actual act or omission committed, or alleged to have been committed, prior to the commencement of the Policy.

- Any disease that is transmitted by you, or any member of your family who normally lives with you.
- Any business, profession, trade or occupation carried on by you. This does not include being a committee member of a sporting or social club/community organisations provided that you do not receive more than \$1,000 per year for holding this position.

This also does not include letting the home for domestic purposes or babysitting on a casual basis.

Babysitting is not considered to be on a casual basis if:

- the babysitting is not of a casual nature
- any licence or other permission is required by any government body or public authority in order to legally conduct the babysitting
- the income derived from the babysitting is the primary or only source of the household's income
- there is a registered business associated with the babysitting.

We will not cover any:

- Penalties, fines or awards of aggravated, exemplary or punitive damages made against you.
- Personal injury to you, or any member of your family who normally lives with you, or any other person who normally lives with you.
- Personal injury to any person you employ and that injury arises from their employment with you.
- Damage to or loss of property that belongs to you, or any member of your family who normally lives with you, or any other person who normally lives with you.
- Damage to or loss of property that belongs to any person you employ and that damage or loss arises from their employment with you.
- Alterations, repairs, renovations or additions to your buildings that cost more than \$100,000.

The general exclusions that apply to Section 1 and Section 2 on pages 47 to 48 also apply to your liability cover and additional benefits.

## Strata title mortgagee protection

This section of the Policy only applies when your schedule shows that you have requested cover for mortgagee protection. It applies when you own part of a building that has been subdivided, usually into strata title units, and you have a mortgage on that part of the building.

We will cover the part of the building that you own for loss or damage on the same basis as set out in 'Section 1 - Buildings and contents'.

We will pay up to the amount you owe on your mortgage but no more than the buildings sum insured shown on your schedule. We will pay this to your mortgagee when you are required to pay your mortgage in full following a loss. We will only pay this when the body corporate has not insured the buildings, or it has not insured the buildings for damage that you can claim for under this Policy.

## Section 2 – Options you can choose for an Additional Premium

### Valuable items

This section of the Policy only applies when your schedule shows that you have requested cover for valuable items.

You can choose to insure your valuables as either:

- unspecified valuables, or
- specified valuables.

Your Policy Schedule indicates whether you have selected unspecified valuables or specified valuables. You can select unspecified valuables without having to specify individual items. If you select unspecified valuables, you are required to nominate a total unspecified valuables sum insured

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

### What are valuable items

- Jewellery and watches.
- Items that contain gold or silver (this does not include items thinly covered with gold or silver).
- Collections of stamps, money or medals.
- sporting equipment and tools, except while in use or play
- camping equipment, back packs and sleeping bags
- photographic equipment including video equipment
- musical equipment not used for earning income
- battery operated sound equipment
- binoculars and telescopes
- clothing
- wheel chairs, crutches and walking sticks, motorised golf carts and ride on mowers, none of which require registration
- prams or strollers
- luggage
- bicycles
- personal mobile cellular phones, portable computers

- surfboards, windsurfers, surf skis, kayaks and other watercraft that are less than 4 metres and do not require registration under state or territory legislation
- hearing aids, contact lenses, eye-glasses
- other personal belongings specifically designed to be worn or carried on the person.
- Special valuable and personal items which are listed on your schedule.

### What are not valuable items

- Unset precious and semi-precious stones.
- Items thinly covered with gold or silver.
- Motor vehicles, motorcycles, caravans, trailers, aircraft or accessories or spare parts of any of these items.
- Watercraft less than four metres long that require registration under state or territory legislation.
- Personal Water Craft (for example, Jet skis).

### When we will pay

Your valuable items are covered for accidental loss or accidental damage, provided that the accidental loss or accidental damage happens within Australia or New Zealand. You only have cover for accidental loss or accidental damage that happens outside of Australia and New Zealand if the loss or damage occurs within 90 consecutive days after you leave Australia.

### When we will not pay

We will not pay if the accidental loss or accidental damage is caused by the following:

- Rust, corrosion, gradual deterioration, depreciation, wear or tear.
- A defect in the item.
- Rats, mice or insects.
- Processes of cleaning involving the use of chemicals other than domestic household chemicals.
- Mechanical or electrical breakdown other than an electric motor burning out. We will pay for any resultant damage following mechanical or electrical breakdown.

## Paying claims

### How we pay a claim for a valuable item

When accidental loss or accidental damage occurs to a valuable item, we will do one of the following:

- Replace the item with the nearest equivalent new item.
- Repair the item to the condition it was in when new.
- Pay you the cost of replacement or repair.

We decide which one we will do.

When a valuable item is part of a pair, set or collection, we will only pay the value of the item itself. The most we will pay is the value that the item has as a proportion of the combined pair, set or collection. We will only pay the cost of replacing the item even though the pair, set or collection to which it belongs is less valuable because it is incomplete.

We will reduce any payment for loss of, or damage to, an item under this section by the amount we pay you for the same item under your contents cover.

### Limit for valuable items

The most we will pay for any one item, pair, set, collection or system is \$5,000 for valuable items or the total unspecified valuables sum insured, whichever is the lesser.

You can insure items, pairs, sets, collections or systems that are worth more than the above limits for their actual value as 'special valuable' items.

To do this you must advise us and the items will be listed on your schedule. The most we will pay in total for all valuable items is the amount shown on your schedule.

## Malicious damage and theft by tenants, tenant's visitors or family

If you have selected and paid for this option it will be shown on your Policy Schedule. In return we will cover you against malicious damage and theft to your buildings or contents (if you have insured them) caused by tenants, tenant's visitors or family.

We do not pay the cost of cleaning, redecorating, painting or wall papering unless the tenant has caused actual damage to the structure of the building which makes it necessary to do so.

Any payment we make will be reduced by an amount equal to 4 weeks rent, or \$500, whichever is the greater. 'Malicious Damage and theft by tenants, tenant's visitors or family' means a wrongful act by a tenant, tenant's visitors or family motivated by malice, vindictiveness or spite with the intention of damaging the property.

## Flood

If you have selected and paid for this option it will be shown on your Policy Schedule. We cover you for physical loss, destruction or damage caused directly by flood to your buildings, contents (if you have insured them).

Flood means the inundation of normally dry land by water from any watercourse, lake, canal, dam or reservoir.

## Pairs and Sets

If you have selected and paid for this option it will be shown on your Policy Schedule.

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

## What Section 1 and Section 2 of the Policy do not cover

### General exclusions applying to this Policy

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

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

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

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

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken

in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

We will not pay claims for loss, damage or liability arising from:

- Lawful destruction or confiscation of your property.
- Damage to a heating element. We will pay for any resultant damage following damage to a heating element.
- Mildew, atmospheric or climatic conditions.
- Mould or fungi.
- Damage, loss or injury that you or anyone acting for you deliberately caused.
- Flood, storm surge, the action of the sea, tidal wave, high water, or erosion.
- Landslide or subsidence except as detailed on page 16.
- Any event that does not occur within the period of insurance.

## Section 3

### Workers' compensation

This section of the Policy only applies when your schedule shows that you have cover for workers' compensation. If you have employees, in some circumstances workers' compensation cover is compulsory.

If you are unsure, check with your local Workers' Compensation Authority.

We will pay the amount you are liable to pay if a person you employ is injured while working for you.

We will only pay if the person is doing domestic work for you. We will not pay if the person is working for you in your business, profession, trade or occupation.

The amount we will pay is subject to the relevant workers' compensation legislation in your state or territory.

Please refer to page 5 under 'Who is the insurer'.

### General Policy Conditions

#### When your cover does not apply

Your cover for your buildings, contents and valuable items will not apply if, for a continuous period of 90 days or more, no one has occupied your buildings, unless the loss or damage results from lightning, thunderbolt, riot and civil commotion, damage directly caused by impact by a vehicle, aircraft, waterborne craft, space debris, rocket, satellite, or a branch, tsunami or earthquake. However, we do not insure you against any subsequent resultant damage such as rainwater entering any opening made by impact or looting subsequent to a riot.

You can ask us to provide cover if your buildings are not going to be occupied for more than 90 days.

If we agree to provide cover, we will advise you in writing.

#### You cannot give your rights away

You cannot give anyone else an interest in this Policy without our written consent.

### What you are required to do for us

- You must pay us the premium for this insurance.
- You must tell us as soon as possible of anything that changes the facts or circumstances relating to your insurance.
- You must take reasonable precautions to prevent anything which could result in a claim under this Policy.
- You must make sure that anyone doing anything on your behalf obeys all laws.
- You must comply with the conditions of this Policy.

### Cancelling your Policy before the due date

You can cancel this Policy at any time. To do this you must tell us in writing. The Policy will end when we receive your notification.

We can cancel this Policy if you do any of the following:

- Make a misleading statement to us when you apply for your insurance.
- Fail to tell us anything you should tell us when you apply for this Policy, renew this Policy and when you change or reinstate this Policy.
- Fail to comply with the conditions of this Policy.
- Fail to pay the premium for this insurance.
- Are not fair and open in your dealings with us.
- Make a claim during the period of this Policy that is not true. The claim does not have to be under this Policy and can be with us or another insurance company.

We may cancel this Policy if you fail to notify us of a change in the circumstances of the risk during the period of insurance.

If we cancel this Policy, we will advise you in writing. To do this, a notice will be delivered or posted to you.

### Return of premium if your Policy is cancelled before the due date

If your Policy is cancelled before the due date:

- We will keep the premium for the period that the Policy was in force.
- We will return to you the premium for the period from the date the Policy ended to the due date of the Policy.

### How the Goods and Services Tax affects your claim

Where we make a payment under this Policy for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is actually made.

Where we make a payment under this Policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

If, after we have assessed your claim, you are required to enter into a contract with a third party to replace or reinstate lost or damaged items that we have agreed to pay under this Policy, you will enter into that agreement with the third party as our agent unless advised otherwise.

### The law that applies to this Policy

Any disputes arising from this Policy will be determined by the courts, and in accordance with the laws, of the state or territory of Australia where this Policy is issued.

### How to make a claim

Please contact your Financial Services Provider when something happens that you believe you can claim for. For claims outside of business hours, please call 1800 023 387.

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

### What you must do when you make a claim

You must make your claim as soon as possible after you suffer a loss. If you do not make your claim within 30 days, we may reduce what we pay you by an amount to take account of any disadvantage we suffer by the delay.

You must also:

- Take all reasonable steps to stop any further loss from occurring.
- Advise the nearest police station if your property is lost or stolen, vandalised or maliciously damaged. We may ask you to give us a written report from the police.
- Keep the property that has been damaged so we can inspect it.
- Tell us about any prosecution or inquest that may be held.
- Send us any document relating to your claim within 72 hours of you receiving the document.

### What you must not do when you make a claim

You must not do any of the following:

- Repair or replace any damaged property without our consent.
- Pay, promise to pay, or offer payment, or admit responsibility for a claim.

### You give us your rights to claim from anyone else

If you have a right to claim against someone else for a claim you made under this Policy, you give us your rights to make that claim. You also give us your rights to conduct, defend or settle any legal action and to act in your name.

You must not do anything which prevents us from doing this and you must give us all the information and cooperation that we require.