

**Steadfast Extra Care  
Home and Contents  
Insurance**

**Product Disclosure  
Statement**

Preparation Date: 1 February 2017

**CHUBB®**

**Steadfast**   
STRENGTH WHEN YOU NEED IT



## **Welcome to the financial security provided by Steadfast Extra Care Home and Contents Insurance.**

This product is issued by Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687) (Chubb). The information in this booklet is current at the date of preparation. If the information changes we will issue a supplementary or replacement Product Disclosure Statement (PDS).

In this PDS Chubb Insurance Australia Limited is referred to as 'we', 'us', or 'our'.

If you require further information about this policy please contact your Steadfast insurance broker.

### **About Chubb in Australia**

Chubb is the world's largest publicly traded property and casualty insurance company. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London and other locations, and employs approximately 31,000 people worldwide.

Chubb, via acquisitions by its predecessor companies, has been present in Australia for over 50 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages, including Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities, as well

as Accident & Health insurance, to a broad client base. Chubb is a major insurer of many of the country's largest companies. With five branches and over 500 staff in Australia, it has a wealth of local expertise backed by its global reach and breadth of resources.

More information can be found at [www.chubb.com/au](http://www.chubb.com/au)

## **About Steadfast**

Steadfast Group Limited (Steadfast) is a public company. It includes a large network of insurance brokerages who operate in Australia as Steadfast brokers. This policy is available exclusively to you through a Steadfast broker. Neither Steadfast nor Steadfast brokers issue, guarantee or underwrite this policy.

### **Important information about the advice you receive**

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 this 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.

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# Important Information

## About this Product Disclosure Statement

This booklet is the Product Disclosure Statement (PDS) for Steadfast Extra Care Home and Contents Insurance. It will assist you to make an informed decision about your home and contents insurance. It contains information about the policy, its features, benefits, risks and costs. Please read it carefully.

If we accept your application you will receive a policy schedule that summarises the insurance cover you have selected.

This PDS was prepared on 1 February 2017.

## Your Records

This PDS and your policy schedule are a record of your cover. They are important documents containing the terms and conditions which apply to our agreement. You may need to refer to them periodically, particularly when your policy is due for renewal or at the time of a claim. Please keep them in a safe place.

In the event of a claim we may require you to produce evidence of ownership and/or value of the items lost, stolen, or damaged. Please keep such evidence in a safe place.

## The Insurer

The insurer of this policy is Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687) (Chubb).

You can contact us at:

**Street Address:** Chubb Insurance Australia Limited,  
Grosvenor Place, Level 38, 225 George Street,  
Sydney NSW 2000

**Phone:** +61 2 9335 3200

**Fax:** +61 2 9335 3411

**Email:** CustomerService.AUNZ@chubb.com



## The Agent

SGUAS Pty Ltd (ABN 15 096 726 895, AFSL 234437) (SGUAS) is a company within the Steadfast Underwriting Agencies division of Steadfast Group Limited (ABN 98 073 659 677) (SGL). SGUAS arranges policies for and on behalf of the insurer. SGUAS acts under a binding authority given to it by the insurer to administer and issue policies, alterations and renewals. In all aspects of arranging this policy, SGUAS acts as an agent for the insurer and not for you.

You can contact SGUAS at:

**Street Address:** SGUAS Pty Ltd,  
Level 9, 11-33 Exhibition Street, Melbourne VIC 3000

**Phone:** 1300 00 2255

**Fax:** 1300 662 215

**Website:** [www.calliden.com.au](http://www.calliden.com.au)

## Our Agreement

The agreement between you and us consists of:

- your application;
- this PDS;
- any Supplementary PDS;
- your policy schedule; and
- any endorsement.

A policy schedule is issued when we agree to cover you and you have paid (or agreed to pay) the premium including any relevant government charges by the inception/due date.

Our liability is limited to:

- the period of insurance shown on your policy schedule;
- the policy sections set out on your policy schedule; and
- the sum(s) insured set out in your policy schedule unless we have agreed to pay more as an additional benefit.

## Updating the PDS

From time to time and where permitted by law, we may change parts of the PDS. We will issue you with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Any updates which are not materially adverse to you from the view of a reasonable person deciding whether to buy this insurance may be found on the SGUAS website at [www.calliden.com.au](http://www.calliden.com.au)

## Receiving Your Policy Documents

You may choose to receive your policy documents:

- electronically, including but not limited to email; or
- by post.

If you tell SGUAS to send your policy documents electronically, SGUAS will send them to the email address that you have provided. This will continue until you tell SGUAS otherwise or until SGUAS advises that this method is no longer suitable. Each electronic communication will be deemed to be received by you twenty-four (24) hours after it leaves SGUAS' information system. If you do not tell SGUAS to send your policy documents electronically, the policy documents will be sent to the mailing address that you have provided.

You are responsible for ensuring that the email and mailing address that SGUAS has is up to date. Please contact SGUAS to change your email or mailing address.

## Your Cooling-off Period

Please read all parts of this PDS and your schedule carefully to make sure you understand the cover and that it is adequate.

If, for any reason, you are not completely satisfied with your policy, we may agree in writing to alter it to meet your needs.

Alternatively, if you decide that you do not require this policy, and no claim has been made under the policy, you have the right to cancel and return the policy to us within thirty (30) days, which starts on the earlier of:

- the date you received confirmation of this policy; or
- five (5) days after the date this policy was issued to you (whichever occurs earlier).

If you cancel within this thirty (30) day period, we will refund the premium you have paid.

## General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) and on request.

## Financial Claims Scheme

We are an insurance company authorised under the *Insurance Act 1973* (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by us are met within a stable, efficient and competitive financial system.

Because of this we are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the *Corporations Act 2001* (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that we were to become insolvent and were unable to meet our obligations under the policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to <https://www.fcs.gov.au> for more information.

## Privacy Statement

In this Privacy Notice the use of “we”, “our” or “us” means Chubb Insurance Australia Limited (Chubb) or SGUAS Pty Ltd (SGUAS), unless specified otherwise.

We are committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policies can be accessed on our respective websites at [www.chubb.com/au](http://www.chubb.com/au) and [www.steadfastagencies.com.au](http://www.steadfastagencies.com.au)

### Personal Information Handling Practices

#### Collection, Use and Disclosure

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

When information is provided to us via a third party we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way and we take reasonable steps to ensure that you have been made aware of how we handle your personal information.

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you. Sometimes, we may use your personal information for our marketing campaigns, in relation

to new products, services or information that may be of interest to you.

We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as assessors and call centres in Australia). In some circumstances, in order to provide our services to you, we may need to transfer personal information to other entities within the Chubb Group of companies (such as the regional head offices of Chubb located in Singapore, UK or USA), or third parties with whom we or those other Chubb Group entities have sub-contracted to provide a specific service for us, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the *Privacy Act 1988* (Cth).

### **Your Choices**

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

### **How to Contact Us**

If you would like a copy of your personal information, or to correct or update it, please contact Chubb's customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com) or in the case of SGUAS on +61 2 9307 6656 or email [privacyofficer@steadfastagencies.com.au](mailto:privacyofficer@steadfastagencies.com.au)

If you have a complaint or would like more information about how:

- i. Chubb manages your personal information, please review the Chubb Privacy Policy for more details or contact the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, phone: +61 2 9335 3200 or email [Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com)
- ii. SGUAS manages your personal information, please review the SGUAS Privacy Policy for more details or contact the Privacy Officer, PO Box A2016, Sydney South NSW 1235, phone: +61 2 9307 6656 or email [privacyofficer@steadfastagencies.com.au](mailto:privacyofficer@steadfastagencies.com.au)

## Complaints and Dispute Resolution

We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the 5th business day after we have received it, and you have not requested that we provide you a response in writing, the following complaint handling and internal dispute resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

### Stage 1 – Complaint Handling Procedure

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact us at:

**Postal Address:** The Complaints Officer,  
Chubb Insurance Australia Limited, GPO Box 4065,  
Sydney NSW 2001

**Phone:** 1800 815 675

**Email:** [Complaints.AU@chubb.com](mailto:Complaints.AU@chubb.com)

The members of our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames and, if we cannot agree, you may request that your complaint is taken to Stage 2 and referred to our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise.

Please note if your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), we may elect to refer it straight to Stage 2 for review by our Internal Dispute Resolution team.

## **Stage 2 – Internal Dispute Resolution Procedure**

If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post (as below), or email us at:

**Postal Address:** Internal Dispute Resolution Service,  
Chubb Insurance Australia Limited, GPO Box 4065,  
Sydney NSW 2001

**Phone:** +61 2 9335 3200

**Fax:** +61 2 9335 3411

**Email:** [DisputeResolution.AU@chubb.com](mailto:DisputeResolution.AU@chubb.com)

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute.

We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to the Financial Ombudsman Service Australia (FOS) as detailed under Stage 3 below, subject to its Terms of Reference. If your complaint or dispute falls outside the FOS Terms of Reference, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

### **Stage 3 – External Dispute Resolution**

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may refer your complaint or dispute to FOS, subject to its Terms of Reference.

FOS is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and we agree to be bound by its determinations about a dispute. Where a dispute is covered by the FOS Terms of Reference, the General Insurance Division of FOS offers a free and accessible dispute resolution service to consumers.

You may contact FOS at any time at:

**Postal Address:** Financial Ombudsman Service Australia,  
GPO Box 3, Melbourne VIC 3001

**Phone:** 1800 367 287

**Fax:** +61 3 9613 6399

**Email:** [info@fos.org.au](mailto:info@fos.org.au)

**Website:** [www.fos.org.au](http://www.fos.org.au)

If you would like to refer your dispute to FOS you must do so within two (2) years of the date of our internal dispute determination. FOS may still consider a dispute



lodged after this time if FOS considers that exceptional circumstances apply.

## Your Duty of Disclosure

Before you enter into this contract of insurance, you have a duty of disclosure under the *Insurance Contracts Act 1984* (Cth).

The duty applies until we first agree to insure you, and where relevant, until we agree to any subsequent variation, extension, reinstatement or renewal (as applicable).

### Answering our questions

In all cases, if we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

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

### Variations, extensions and reinstatements

For variations, extensions and reinstatements, you have a broader duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

### Renewal

Where we offer renewal, we may, in addition to or instead of asking specific questions, give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

### What you do not need to tell us

You do not need to tell us anything that:

- reduces the risk we insure you for; or

- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

### If you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

## Significant Features and Benefits

Your policy provides you with financial protection for your home and/or your home contents, depending on the cover you have chosen. Optional additional cover for your valuable items can be taken if you have insured your contents. Cover for your legal liability as owner of the home is automatically provided if you insure your home. Cover for your legal liability as occupier of the home, and for your personal legal liability anywhere in the world, is automatically provided if you insure your contents.

Your home and contents are covered for the insured events listed in 'What is covered' under Section 1 Buildings and Contents of the policy. This does not include accidental loss or damage to your home or home contents except as provided under 'Accidental breakage', please refer to 'What is covered' in Section 1 Buildings and Contents of the policy.

Valuable items insured under Section 2 Valuable Items are covered for accidental loss or damage.

In addition to the protection provided by your policy, we offer the following important benefits:

- various discounts – refer to 'Cost of Your Policy' section of the policy;
- a choice of payment methods – refer to 'Cost of Your Policy' section of the policy, including monthly instalments;

- a choice of excesses – refer to 'Excess' section of the policy;
- new for old replacement;
- automatic indexation of your home and/or contents sums insured – refer to 'Automatic Indexation' section of the policy;
- cover for flood.

## Cost of Your Policy

The amount that we charge you for this insurance when you first acquire your policy and when you renew your policy is called the premium. The premium is the total that we calculate when considering all of the factors which make up the risk, such as:

- the insured value of your home;
- contents or valuable items (sums insured);
- the construction material of your home;
- the location, type and use of any property being insured;
- your previous insurance and claims history.

The total cost of your policy is shown on your policy schedule and is made up of your premium plus Government Taxes such as, GST, Stamp Duty and Fire Service Fees.

Your total insurance premium will also include any discounts that you may be entitled to receive. We currently offer a range of standard discounts including:

- if you have combined home and contents cover;
- if you have not made a claim in the last 1, 2 or 3 years;
- if you have a security system;
- if you are over fifty (50) years of age.

We may also offer special discounts to some customer groups.

## Paying Your Premium

Various options are available for paying your premium including:

- annual payment by cheque, credit card or cash;
- monthly or annual instalments by direct debit from your credit card or bank, building society or credit union account.

An instalment fee will apply if you choose to pay in monthly instalments by direct debit. A credit card processing fee may also apply on all credit card transactions (annual and instalment payments).

## What happens if you do not pay the cost of your policy by the due date?

We will have the right to cancel your policy if you do not pay your premium by the due date or if your payment method is dishonoured and therefore we have not received your payment by the due date. Unless we tell you, any payment reminder we send does not change the expiry of your cover or the due date of your premium.

## Paying by instalments

Where you pay your premium by instalments the following will apply:

- We will not pay any claim if at the time the incident giving rise to the claim occurred, at least one instalment of premium remained unpaid for fourteen (14) days or more.
- Where you pay your premium by monthly instalments and we have not received an instalment payment, we will send you a notice in writing regarding your non-payment at least fourteen (14) calendar days before any cancellation by us for non-payment.

If after sending the above notice we do not receive the instalment payment, we will send you a second notice in writing, either:

- a. prior to cancellation, informing you that your policy is being cancelled for non-payment; or
- b. within fourteen (14) days after cancellation by us, confirming our cancellation of your policy.

- In the event of a claim, any balance of the annual premium will become due before settlement of the claim. Alternatively, it may be deducted from the settlement of your claim.
- If the financial institution holding your account returns or dishonours a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs which we incur arising from the payment being returned or dishonoured.

### Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of your insurance policy include:

Costs or fees	Details
Agency Fee	<p>An agency fee of:</p> <ul style="list-style-type: none"> <li>• up to \$65 plus GST for home and contents policies; or</li> <li>• up to \$40 plus GST for contents only policies;</li> </ul> <p>is payable by you to cover the agent's administration cost of preparing and distributing your policy. The agency fee is noted on your policy schedule and is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling-off period or is a full term cancellation.</p>
Refund of Premium	<p>You may cancel your policy at any time. If you choose to cancel your policy we will retain a portion of premium which relates to the period for which you have been insured. We will refund the residue for the unexpired period less any non-refundable government taxes or charges, provided that:</p> <ul style="list-style-type: none"> <li>• no event has occurred where liability arises under the policy; and</li> <li>• the residue amount is over \$20.</li> </ul>

Costs or fees	Details
Instalment Fee	If you choose to pay your premium in monthly instalments, an instalment fee of \$60 per annum plus GST will apply. This fee will cover the agent's administration costs of processing your instalment plan. The fee will be divided equally and charged across the number of instalments. The instalment fee is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling-off period or is a full term cancellation.
Credit Card Processing Fee	A credit card processing fee may apply on all credit card transactions. A surcharge in the range of 0% to 3% inclusive of GST of the total cash amount depending on the type of credit card used may apply. The percentage payable will be shown on your tax invoice. Please refer to your tax invoice. The credit card processing fee is not refundable in the event of cancellation.
Commissions	SGL or SGUAS may receive a commission payment from us when your policy is issued and renewed. If you cancel your policy, this commission payment may be non-refundable. For details of the relevant commission paid, please refer to the FSG, SOA or contact SGL or SGUAS directly.

## Excess

Your policy has a standard excess of \$300 for each claim made under the home, contents or liability sections. You can also choose from the following alternative excesses – \$500 or \$1,000. The excess you have chosen will be shown on your policy schedule. Your premium will be reduced if you choose a higher than standard excess.

Holiday homes insured under a Steadfast Extra Care Home and Contents Insurance policy have a standard excess of \$500.

In addition to the selected excess or the standard excess for holiday homes, you will be required to pay a further excess of:

- \$200 for loss or damage caused by earthquake or tsunami;
- \$2,000 for loss or damage caused by flood.

If you make a claim under the valuable items section, you will be required to pay an excess of \$50 or \$100. The amount of that excess will be determined by the item that is lost or damaged. Your policy schedule will show which excess applies to which items.

## **GST Information**

When we make a payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any GST input tax credit that you are, or will be, or would have been entitled to, in relation to the acquisition, whether or not that acquisition is actually made.

When 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 payment by the amount of any GST input tax credit that you would have been entitled to had the payment been applied to acquire such goods, services or other supply.

## **Automatic Indexation**

To provide some protection against the effects of inflation we adjust the sums insured for your home and home contents each year as your policy becomes due for renewal. The sums insured are adjusted by a percentage amount determined by us from time to time to approximate movements in home building costs and the rate of inflation. Your renewal invitation will show the adjusted sums insured and the premium payable. You may choose to vary the sums insured prior to renewing your policy.

In addition, in the event of a claim for a total loss during the period of insurance we will adjust the sums insured for your home and home contents in line with movements in the Consumer Price Index (CPI), as published by the Australian Bureau of Statistics, between the last policy renewal date and the date of the total loss. For example, if your home was insured for \$200,000 and the CPI has increased by 3 per cent between your last renewal and the time of the total loss of your home, we will increase your cover for your claim to \$206,000.

## Significant Risks

### Duty of disclosure

You are obliged to provide reliable information and to comply with 'Your Duty of Disclosure' on page 15, which outlines your disclosure obligations and the consequences of not complying with these obligations.

### Under insurance

It is important for you to select a sum insured that fully reflects the current, full replacement value of your property.

### Conditions, exclusions and policy limits

Read this PDS carefully so that you are fully aware of the cover provided by the policy and the conditions, exclusions and policy limits that apply to your insurance.

### Failure to pay your insurance premium

For your insurance to remain operational you must pay the insurance premium by the due date. Refer to 'Cancellation' section of the policy.

## 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.



## General Conditions

You are obliged to provide reliable information and to observe policy conditions in order to receive benefit under our agreement. We may refuse your claim, reduce our liability and/or cancel your policies should you fail to fulfil this obligation. Refer to 'Your Duty of Disclosure' on page 15.

### Your Duty of Care

You must exercise all reasonable precautions:

- for the safety and protection of the insured property;
- to prevent personal injury or damage to property;
- to maintain your home and contents in good condition;
- to maintain the security arrangements as part of our agreement; and
- to obey any laws or regulations that safeguard people or their property.

### Policy Matters

#### Alteration of risk

You must notify us as soon as possible in writing of any change affecting the state, condition or use of the property insured or that may increase the risk of loss, damage or liability. Unless and until we agree in writing to cover the alteration of risk and you pay any additional premium required we shall not be liable for the loss, damage or liability caused by or contributed to by such alteration. Where a return premium results from an endorsement, we will refund the amount provided that no event has occurred where liability arises under the policy and provided the return amount is over \$20.

#### Unoccupancy

If your home is not occupied for more than one hundred (100) consecutive days, you must tell us and obtain our written agreement for cover to continue. If you do not

do so, the cover for buildings and contents is limited to lightning, thunderbolt, riot and civil commotion, damage directly caused by impact by a vehicle, aircraft, waterborne craft, space debris, rocket, satellite, branch, tsunami or earthquake for the period in excess of one hundred (100) consecutive days during which you have left the home unoccupied. The period of one hundred (100) consecutive days is calculated from the date when you last occupied the home, regardless of the commencement or renewal date of the policy.

### Transfer of interest

No interest in this policy may be transferred without our written consent.

### Flood waiting period

We will not pay any valid claim for loss or damage arising from flood for the first thirty (30) days from the commencement of this policy or any amended cover subsequently placed. However, we will cover you for claims for loss or damage arising from flood within that period if immediately prior to commencing this policy, another policy covering the same risk expired, without a break in cover.

### Cancellation

#### By you

You may cancel this policy at any time by telling us in writing. We will retain a portion of premium which relates to the period for which you have been insured together with any non-refundable government taxes or charges. We will refund the residue for the unexpired period less any non-refundable government taxes or charges provided that no event has occurred where liability arises under the policy and provided the residue amount is over \$20.

#### By us

We may cancel this policy at any time as allowed by law by notifying you in writing of the date from which cancellation is to take effect. Notification will be delivered to the address last notified to us and cancellation will take effect no earlier than 4.00 pm on the date set out in the cancellation notice. We will retain a portion of the premium which relates to the period for which you

have been insured and we will refund the residue for the unexpired period.

### Instalments

Where you pay your premium by monthly instalments and we have not received an instalment payment, we will send you a notice in writing regarding your non-payment at least fourteen (14) calendar days before any cancellation by us for non-payment.

If after sending the above notice we do not receive the instalment payment, we will send you a second notice in writing, either:

- a. prior to cancellation, informing you that your policy is being cancelled for non-payment; or
- b. within fourteen (14) days after cancellation by us, confirming our cancellation of your policy.

### Subrogation

We have the right on your behalf (and in your name) to conduct any negotiation, settlement or legal proceeding, whether prosecuting or defending. Your full co-operation is required in these matters.

Where you have entered into an undertaking with any other party which prevents or limits your/our right to recover from that party all benefit under this agreement is forfeited unless you have our prior written consent.

### Fraud

All benefit may be forfeited, our liability reduced and/or your policy(ies) cancelled if you or any person acting with your knowledge or consent or on your behalf:

- engages in any dishonest or fraudulent activity as a means to obtain benefit from this policy; or
- willfully causes any loss, damage, or liability.

### Strata title mortgagee

If you have arranged this policy to insure only the interest of a mortgagee in a strata title unit, we pay only that part of the claim that applies to the interest of the mortgagee.

# The Steadfast Extra Care Home and Contents Insurance Policy

## When you are covered

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

We will not cover your buildings and your contents for a period of forty-eight (48) hours from the time of the commencement of your insurance for loss or damage caused by bushfire or grassfire.

We will provide cover however if:

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

## Who is covered under your policy

The person whose name is set out in the schedule is insured and any family member, as long as they normally live with that person named in the schedule. Family member means any of the following:

- the named person's partner;
- children of the named person;
- children of the named person's partner;
- the named person's parents, parents-in-law, grandparents;
- the named person's partner's parents, parents-in-law, grandparents;
- the named person's grandchildren, brothers and sisters including their respective spouse, partner or de facto.

If the named insured shown on your policy schedule is a company, firm, trustee of a trust or body corporate, then 'you, your' refers to:

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

In this policy all these people are referred to as '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 in which section of the policy the meaning is printed.

**Your buildings:** This is in 'What are your buildings' section of the policy.

**Your contents:** This is in 'What are your contents' section of the policy.

**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 in 'Paying Claims' section of the policy.

**Flood:** The covering of normally dry land by water that has escaped or been released from the normal confines of:

- any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or
- any reservoir, canal, or dam.

**Mechanical or Electrical Breakdown:** Any sudden or unforeseen physical loss or damage which may include, but is not limited to:

- fusion of an electric motor. Fusion is the process of fusing or melting together of the windings of an electric motor in an insured item following damage

to their insulating material as a result of overheating caused by an electric current;

- breakdown, seizing, deformation or explosion of any part of the insured item of machinery which is sufficient to prevent the machinery undertaking its normal operation.

**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. The situation also includes all land adjoining the situation that you have a legal right to occupy, if the land adjoining the situation is not subject to any communal or common property conditions (e.g. community title/strata title arrangements). The situation does not include common property unless 'Contents on common property' under 'Additional things we will pay for when you have insured your contents' applies.

**Valuable items:** This is under 'What are your contents' and 'What are valuable items' sections of the policy.

**We, us, our, the insurer:** Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687) (Chubb) who is the insurer/issuer of the policy.

## Section 1

### Buildings and Contents

#### 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, and have insured them under this policy.

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

If you only insure 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 'Cover for your contents away from your situation' section of the policy.

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

- Fire or explosion or implosion.
- Smoke. We will not cover damage that occurs gradually and or out of repeated exposure to smoke or fire.
- Lightning or thunderbolt.
- Earthquake, subterranean fire, volcanic eruption or tsunami. We will only cover loss or damage as a result of an earthquake if the loss or damage occurs within seventy-two (72) hours of the earthquake, subterranean fire or volcanic eruption.
- 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 from any part of your buildings which you share with another person who is not insured under this policy; or
  - 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 refrigerator, freezer, washing machine or dishwasher;
  - an aquarium; or
  - a waterbed, swimming pool or spas, fixed heating or cooling system, water main, fire hydrant or water supply system.

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 fifteen (15) years old or less.



- Power surge. If damage to domestic appliances or domestic equipment occurs as a result of power surge, we will repair, reinstate or replace it. We decide which one we will do. We will only do this if the appliance or equipment is fifteen (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 accidental breakage of glass or ceramic cooking surfaces of any kind, 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 glass, glass or ceramic cooking surfaces or cook-tops, 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, rocket or satellite, or anything dropped or falling 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 or its fitting or mast.
- Impact by any animal or bird that is not kept at your situation, unless the damage is caused by any animal or bird eating, chewing, clawing or pecking. We will also cover destruction, loss or damage caused by an animal (except insects, vermin or rodents) which becomes accidentally trapped inside your home or unit and which does not belong to you or anyone living at the situation.
- Impact by vehicles, trailers or watercraft.
- Storm, tempest, tornado, cyclone, hurricane, rainwater, hail, wind, snow or sleet. This includes storm, tempest, tornado, cyclone, hurricane, rainwater, hail, 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 through an opening made for any building renovation or repair work; or
- where water enters your buildings because of a structural defect, faulty design or faulty workmanship when your buildings were constructed that you knew about (or should reasonably have known about) and did not fix before the loss or damage occurred (e.g. if there are signs that a defect previously caused damage, we will not pay a later claim for further damage from this defect).
- Flood.
- Landslide, subsidence, erosion or earth movement. 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 seventy-two (72) hours of, and as a direct result of, one of the following listed events:
  - storm, storm surge, flood, tsunami, rainwater, hail, snow, wind, tornado or cyclone;

- earthquake, subterranean fire or volcanic eruption;
- explosion; or
- escaping liquid.

### **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 cover your trees, plants, hedges, shrubs or lawns for loss or damage by an insured event other than storm, storm surge or flood. However, if any trees, plants, hedges, shrubs or lawns are destroyed, lost or damaged by storm, storm surge, flood, rainwater, wind, hail, tornado, cyclone, freezing or weight of snow, the most we will pay is \$2,000 for any one (1) event.

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 pay these costs for up to twenty-four (24) months. The most we will pay for these costs is 20 per cent of your buildings sum insured, as listed on your schedule.

We will only pay these costs if your buildings are unable to be lived in after loss or damage has occurred.

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

- you receive any payment for rent from another source; or
- you do not need to rent another property.
- If you are unable to live in your buildings after loss or damage has occurred, we will pay the costs

of alternative accommodation for your pets, and additional living expenses up to \$1,000.

- If you are unable to rent your buildings to tenants after loss or damage has occurred, we will pay you the loss of rent or rentable value if the buildings are tenanted or between tenants at the time the loss or damage occurred.

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.

We do not pay for:

- loss of rent if the buildings have not been tenanted for thirty (30) consecutive days immediately before the loss;
- any rent lost outside the period of untenability.
- We will pay your legal costs to discharge your mortgage if your claim is for a total loss.
- 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.
- 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 the cost of any damage caused to a television/radio antenna, mast or dish.
- If we agree to pay you for loss or damage to your buildings, we will increase your sum insured for your buildings by the amount the Consumer Price Index (all groups) has increased since you took out your policy or last renewed it.

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.

- 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.
- If your buildings have been totally destroyed and we have agreed to rebuild your buildings, we will pay for the cost to install and combination of:
  - rainwater tank facility (including the rainwater tank, water pump and wiring, foundation or tank stand, pipes connecting the roof to the tank);
  - solar power system (including the solar or PV panels, water tank, pump, electrical wiring, foundation or tank stand and water pipes);
  - hot water exchange system (including the heat exchange system, electrical wiring, foundation or tank stand and water pipes);
  - grey water recycling system (including the recycling system, distribution pipes and connectors and outlet housings);

The most we will pay under this additional cover is \$5,000 after deduction of any rebate that you are eligible for under any government or council rebate scheme.

- We will pay up to the greater of \$5,000 or 5 per cent of your buildings sum insured for destruction, loss or damage to a landlord's furniture, fixtures, fittings and carpets if you:
  - lease out your buildings;
  - are not living in your buildings at the time of the destruction, loss or damage;

- the items are in your buildings for your tenant to use; and
  - the tenant is not responsible for the destruction, loss or damage to these items under the lease agreement.
- We will pay the costs to locate the source of liquid escaping or overflowing at the situation and/or to repair and restore the damage to your buildings caused by our exploratory work if the escape of liquid first happens during the period of insurance. We will not cover the cost of repairing the defective item that caused the escape of liquid or that liquid escaped from.
  - If any trees, plants, hedges, shrubs or lawns are destroyed, lost or damaged by a listed event covered by this policy, other than storm, storm surge, flood, rainwater, wind, hail, tornado, cyclone, freezing or weight of snow, we will pay to replace those trees, plants, shrubs or lawns. However, if any trees, plants, shrubs or lawns are destroyed, lost or damaged by storm, storm surge, flood, rainwater, wind, hail, tornado, cyclone, freezing or weight of snow the most we will pay is \$2,000 for any one (1) event.
  - We will pay for the destruction, loss or damage to any unfixed building materials intended to be used for repairs, alterations or additions to your buildings at the situation. The most we will pay under this additional cover is \$2,000 in any one (1) period of insurance.

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.

### **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 or medicine. We will also pay for loss of any frozen or refrigerated food caused by accidental damage to the freezer or refrigerator or by failure of the electricity supply or by contamination of any refrigerant, lubricant, 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 \$7,500 in total to the financial institutions that issued them. We will only pay if you complied with the terms on which the 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 the greater of \$20,000 or 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 the amount we pay you, 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 your buildings are part of a strata title property and you are unable to rent your buildings to tenants after loss or damage has occurred, we will pay you the loss of rent or rentable value if the buildings are

tenanted or between tenants at the time the loss or damage occurred.

We will pay these costs for up to twelve (12) months. The most we will pay for these costs is the greater of \$20,000 or 20 per cent of your contents sum insured, as listed on your schedule, whichever is the higher.

We will reduce the amount we pay you, or stop paying you, if you receive any payment for rent from another source.

We do not pay for:

- loss of rent if the buildings have not been tenanted for thirty (30) consecutive days immediately before the loss;
  - any rent lost outside the period of untenability;
  - any rent lost later than twelve (12) months after the loss or damage occurs.
- 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 twelve (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 under 'What are your contents' section of the policy. 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 instruments 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 road or rail vehicle to a 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.

You must tell us that you are permanently moving to a new situation or that you are placing your contents in a commercial storage facility before you do this and we must have agreed to cover them.

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
- that is denting, scratching, chipping or bruising.
- If you insure your contents in a unit, that you own under this policy, we will cover your contents permanently fixed on or to common property of your residential complex. We will not cover destruction, loss or damage:
  - for which your body corporate is liable;
  - to any item not owned solely by you;

- If you cannot access your buildings because of one of the following incidents:
  - damage to a home, strata title property, road or street;
  - burst water main;
  - bomb threat or bomb damage;
  - street riot;
  - lift malfunction at the situation (and you have a medical certificate stating you must use a lift);
  - emergency services refuses you access to your buildings or evacuates you for safety reasons;

then:

- if you own and live in your buildings, we will pay the reasonable temporary accommodation costs for you and your pets that you keep at the situation;
- if you are a tenant, we will pay any reasonable extra rent costs for your temporary accommodation for you and your pets that you normally keep at the situation.

The most we will pay under this cover is up to sixty (60) days accommodation costs. Cover stops when your buildings become accessible.

- We will pay the reasonable costs of removing any contents debris when loss or damage occurs.
- If we agree to pay you for loss or damage to your contents, we will increase your sum insured for your contents by the amount the Consumer Price Index (all groups) has increased since you took out your policy or last renewed it. This increase does not apply to any contents you have insured as specified contents.
- If you have insured your contents in your primary residence under this policy, and your identity is lost and/or stolen by someone knowingly using your personal details without lawful authority, for fraudulent use and/or financial gain, we will pay up to \$5,000 for any one (1) period of insurance for your

costs and expenses incurred to restore your identity from its unauthorized use.

What we will pay under this additional benefit is limited to:

- legal expenses for your defence against a business or its collection agency from which goods or services have been purchased fraudulently;
- legal expenses for removal of any wrongfully recorded civil or criminal prosecutions or to challenge consequent incorrect information available on your consumer credit report;
- loss of your wages that would have been earned but were not, solely because it was necessary for you to rectify records in relation to your true name or identity;
- loan application fees incurred by you as a result of re-applying for loans because you have been allotted incorrect credit information due to the identity fraud;
- costs of notarising affidavits, telephone calls, facsimiles and postage costs to law enforcement and/or financial institutions;
- other reasonable legal fees and court costs, but only if incurred with our approval.

We will not pay any claim where the identity theft:

- is caused by you or with your collusion, your family or with their collusion, an ex-partner, someone who normally lives or has lived with you; or
- arises out of you or your family committing an illegal or dishonest act, you breaching any terms or conditions imposed by any financial institution in relation to the safe keeping of your personal identification number or password, or if you are not an Australian resident, or business interruption in relation to any business.

We will not:

- repay any loans or other amounts fraudulently procured in your name;
  - pay any fines or any infringements or penalties imposed;
  - pay any costs that are or could be reimbursed from another party, for example, a financial institution.
- 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.

### **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 professional fees which you incur, with our consent, in the preparation of your claim. The maximum we pay in any one (1) period of insurance is 20 per cent of your total claim cost or \$5,000, whichever is the lesser.
- 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 for any one (1) audit 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, contents or grounds against an actual fire or other emergency.
- If your buildings are tenanted or are between tenants at the time the destruction, loss or damage has occurred because a government authority denies access to the situation, we will pay any resultant loss of rent or rentable value. The denial of access must be as a direct result of loss or damage to neighbouring premises that would be covered under this policy if it had occurred at your situation.

We will not cover:

- any loss due to cancellation of a lease or agreement, including where your tenant decides to leave without giving proper notice;
- loss of rent if your buildings had been untenanted for sixty (60) consecutive days immediately prior to the destruction, loss or damage;
- any rent outside the period of denied access;
- any rent lost later than twelve (12) months after the destruction, loss or damage occurred.
- If you cannot access your buildings because of one of the following incidents:
  - damage to a home, strata title property, road or street;
  - burst water main;
  - bomb threat or bomb damage;
  - street riot;
  - lift malfunction at the situation (and you have a medical certificate stating you must use a lift);
  - emergency services refuses you access to your buildings or evacuates you for safety reasons;

Then we will pay the reasonable temporary accommodation costs for you and your pets that you normally kept at the situation.

The most we will pay under this cover is up to sixty (60) days accommodation costs. Cover stops when your buildings become accessible.

However, we will not cover any costs:

- if you were not living in your buildings at the time of the prevented access;
  - if you do not need to pay for temporary accommodation;
  - caused by the threat of, or damage by, a nuclear or biological bomb.
- We will pay reasonable expenses to protect your buildings or contents from further damage following damage from a listed event.
  - We will pay up to \$1,000 for veterinary expenses if your pet is injured or killed as a result of a road accident, fire, lightning, earthquake, burglary or attempted burglary.
  - If your refrigerators, freezers, washing machines, clothes dryers or dishwasher with less than a three (3) star energy rating are lost or damaged and we have agreed to replace them, we will replace them with items that have at least a three (3) star energy rating.
  - If your building(s) is insured by this policy as your primary residence or this policy insures your contents in your primary residence, and you or a member of your family require counselling as a direct result of an insured event at the situation, we will pay a lump sum benefit of \$1,500. We do not insure you or your family for any payment that would contravene any legislation, including but not limited to, the *National Health Act 1953* (Cth) and the *Private Health Insurance Act 2007* (Cth).
  - If a member of your family normally living with you is permanently and totally disabled as a direct result of an insured event occurring at the situation, we will pay for the cost incurred by you in modifying your buildings or in relocating you to suitable buildings if you are a tenant. The most we will pay under this additional cover is \$25,000.

- We cover damage to and/or soiling of your:
  - buildings if you have insured your buildings;
  - contents if you have insured your contents;as a result of:
  - physical assault or death whether natural, suicide or murder;
  - forensic or police investigations into the above.

Also included are the costs of:

- specialist forensic and other cleaning services;
- removal of bio-hazard materials.

The most we will pay for any one (1) incident is \$15,000.

However, we do not cover:

- damage or soiling caused by incidents which are not the result of physical assault or death;
  - odour removal.
- We pay to replace, repair or alter locks, cylinders and/or keys, or remote control devices if:
    - locks to your buildings or vehicle are damaged; or
    - keys to your buildings or vehicle are lost, damaged or are stolen from anywhere in Australia; or
    - you have reason to believe that the keys to your buildings or vehicle have been duplicated.
  - 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, or attempted burglary, or your monitored burglar alarm system is activated by malicious damage or an act of vandalism.

We will not however pay these costs when there is a false alarm or when there is no evidence of attempted burglary, malicious damage or an act of vandalism.

The most we will pay under this additional cover is \$1,500.

- If you or a member of your family normally living with you dies or suffers paraplegia, quadriplegia or permanent total disablement 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 or to the person who suffered the paraplegia, quadriplegia or permanent total disablement.

The most we will pay for any one (1) event is \$15,000.

- 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 (1) 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, custody or 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, mini-bike, 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;
- any matter arising out of an incident where there is insurance required by law that provides cover 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.

### Accidental Damage

We will pay this Accidental Damage additional benefit as part of and not in addition to your sum insured.

If you have insured your buildings or your contents or both under this policy, we will cover your buildings and/or your contents for destruction, loss or damage caused by Accidental Damage (as defined below).

'Accidental Damage' means destruction, loss or damage that is accidentally, suddenly, unintentionally and unexpectedly caused by an identifiable event (other than by a listed event under 'What is covered' or any event excluded by this policy). 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 provide cover for:

- 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 software 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;
- your contents destroyed, lost or damaged outside the home;
- any theft, destruction, loss or damage caused by your tenants or boarders;
- any destruction, 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 destruction, 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; or
- any exclusion under the section 'General Exclusions'.

### 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 your 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 destruction, 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 Damage cover for portable contents outside the home, you should select cover under Section 2 for Valuable Items.

### What are your buildings

- Residential buildings you live in including any professional offices or surgeries in those buildings.
- Residential buildings you lease to a tenant.
- 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;
  - you regularly lease the buildings on an unfurnished basis in which case these items will be deemed buildings and included as part of the buildings sum insured.
- Infrastructure for services (whether underground or not), including infrastructure for the supply of electricity, gas, drainage and sewerage, water, the internet and telephone that are your property or which you are liable to repair or replace or pay the cost to repair or replace.
- 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, free standing walls, retaining walls, fences and gates entirely or partly on the site.
- Jetties, wharfs, pontoons and moorings used for domestic purposes.
- Anything permanently built, permanently constructed or permanently installed on your property for domestic purposes, including tennis courts, in ground

swimming pools, in ground spas and saunas and fixed photovoltaic or hot water systems.

### What are not your buildings

- Plants, hedges, 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 \$10,000 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.
- 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.

We will pay up to 25 per cent in total of the contents sum insured listed on your schedule for valuable items.

The most we will pay for any one item, pair, set, collection or system of valuable items is \$5,000.

You can increase the level of cover for valuable items and add items as specified valuable items by choosing

additional cover for valuable items under Section 2 Valuable Items.

- 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 disks, 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, mini-bikes, caravans, trailers, watercraft, golf buggies, ride-on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis and canoes. We will pay up to \$1,500 in total for these items.

We will not pay if the accessories and spare parts are in, or on, motor vehicles, motorcycles, mini-bikes, caravans, trailers, watercraft, golf buggies, ride on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis and canoes.

- If you are a tenant, landlords' fixtures and fittings that you are liable for under the terms of a rental agreement and fixtures and fittings that you have installed for your own use.

- If you are the owner of a strata title unit your fixtures and fittings (including but not limited to, internal paintwork, wallpaper and any fixture or structural improvement within or attached to your 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, garden equipment, mobility scooters, wheelchairs and motorcycles up to 250cc capacity and which do not require registration.
- Surfboards, sailboards, surf skis and canoes.
- Remote controlled model or toy aircraft with a wingspan up to 1.5 metres.
- Specified 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 250cc capacity, motorised go-karts, caravans, trailers or aircraft other than model or toy aircraft.
- Motorcycles or mini-bikes 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.
- 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, storm surge, rainwater, wind, hail or are stolen, we will pay up to \$5,000 or 8 per cent of the sum insured for your contents, whichever is the 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 or New Zealand whilst temporarily removed, or anywhere in the rest of the world for up to one hundred and eighty (180) consecutive days after you leave Australia.

This cover also applies to any items that you have purchased in Australia or overseas provided that:

- you intend to take the items to your situation; and
- the items would be contents as defined under 'What are your contents' once they are at your situation.

Your contents are not covered 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 or deposit box;
  - students' 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:

- the contents are where you are staying in a residential building, boarding house, motel, hotel, club, nursing home or hospital; or
- the contents are 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:

- the contents are where you are staying in a residential building, boarding house, motel, hotel, club, nursing home or hospital; 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 on in 'What are your contents' section of the policy.

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, ride-on mowers, mobility scooters, wheelchairs, surfboards, sail boards, surf skis and canoes;
- goods that you use for earning your income; or
- 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 forty-five (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 forty-five (45) days from the day you first start to move.

### **Strata title mortgagee protection**

This benefit only applies if your buildings are part of a strata title development, and you have a mortgage loan in respect of your buildings.

If the body corporate of the strata title development in which your buildings are located:

- has failed to insure the buildings in the strata title development; or
- has taken out insurance for an amount which is insufficient to pay the cost of rebuilding the buildings in the strata title development;

and during the period of insurance your buildings are damaged by an event covered by this policy, we will pay the lesser of:

- the unpaid balance of your mortgage loan at the date of loss or damage; or
- the sum insured for contents shown in your current schedule.

We will pay this to your mortgagee when you are required to repay your mortgage in full following loss or damage to your buildings.

## 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.

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 increased by \$200 for any claim for loss or damage arising from an earthquake, subterranean fire, volcanic eruption or tsunami. All destruction, loss or damage occurring within a period of seventy-two (72) consecutive hours of the earthquake, subterranean fire, volcanic eruption or tsunami is one (1) event.

If you claim under the Accidental Damage additional benefit, the excess is \$5,000.

Your excess will be increased by \$2,000 for any claim for loss or damage arising from flood.

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.

### 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 contents’.

There are some contents items that we will only cover up to a certain amount. See ‘What are your contents’ section of the policy 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.

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 loss or damage occurring (or any other period which we agree with you), you may have to pay any increase in cost caused by your delay.

If you choose to have your buildings replaced at another site, and we agree, we will not pay more than the sum insured, as shown in your policy schedule, applicable to your buildings at your insured situation.

We guarantee that if a defect arises in the lifetime of your buildings as a result of poor quality workmanship or use of incorrect or poor quality materials, when we replace, repair or rebuild your buildings, provided that we:

- have directly authorised the replacement, repairs or rebuilding;
- have arranged the replacement, repairs or rebuilding; and
- have paid, or have a legal liability to pay, the supplier, repairer or builder directly for this work;

then we will rectify the problem by arranging, directly authorising and paying for further replacement, repair or rebuilding.

This guarantee does not apply to:

- any building replacement, repairs or rebuilding that you arrange, authorise or make yourself (this applies even if we give you or a supplier, repairer or rebuilder a cheque for all or part of the replacement, repair or rebuilding costs);
- loss, damage or failure of any electrical or mechanical appliances or machines that form part of your buildings; or
- wear and tear consistent with normal gradual deterioration of your buildings (e.g., paint peeling off as part of its normal life cycle, wood rotting from moisture in the air or ground, roofs weathering or a hot water system leaking as a result of normal gradual deterioration).

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.

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.

### **Buildings sum insured safeguard**

If we determine that the cost to repair or replace your buildings is greater than the sum insured for buildings, then we will pay up to 30 per cent more than your sum insured for your buildings to:

- repair your buildings to the condition it was in at the time immediately before it was destroyed, lost or damaged; or
- replace your buildings; or

- pay the reasonable cost of your buildings' repair or replacement.

We will decide which one we will do.

This 'Buildings sum insured safeguard' applies only if:

- you have insured your buildings under this policy; and
- your buildings are destroyed or are so extensively damaged by a listed event covered by this policy and we consider the loss or damage to be a total loss; and
- the cost to repair or replace your buildings is greater than your sum insured for your buildings because either:
  - the increased cost of repairing damage to your buildings was caused directly by a Catastrophic Event; or
  - you, or your Steadfast broker, can demonstrate that you provided all information required by your Steadfast broker to correctly use the Steadfast Home Sum Insured Building Calculator (which is available to all Steadfast brokers) to calculate your sum insured for your buildings; and
    - your buildings are substantially the same as when your Steadfast broker used the Steadfast Home Sum Insured Building 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 your Steadfast broker used the Steadfast Home Sum Insured Building Calculator.

### 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, system 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, system or collection. We will only pay the cost of replacing the item even though the pair, set, system 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;
  - 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;
  - 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;
  - 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;
  - 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, death, sickness, disease, disability, shock, fright, mental anguish and/or mental injury including resultant loss of consortium or services, 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.

'Damage to property' means:

- physical damage to or loss or destruction of tangible property, including the loss of its use;
- loss of use of tangible property, which has not been physically damaged, lost or destroyed provided the loss of use is a direct result of an occurrence.

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.

'Occurrence' means:

An event including continuous or repeated exposure to substantially the same general conditions which results in personal injury and/or damage to property that is neither expected or intended from your standpoint. We regard all personal injury and/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 \$20,000,000 for any one occurrence.

### **Additional benefits**

If your policy covers your buildings or contents, or both, 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 pay or 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 (where no court appearance expenses will be paid) 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 on the day of the court appearance.

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; or
- 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.

If your policy covers your contents, your liability cover includes the following additional benefits:

### **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:

- motorcycles up to 250cc 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 \$20,000,000.

In addition to the limit of your liability cover, if we agree 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;
- while any vehicles are used for competitive racing or pacemaking.

### **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 or surf ski;
    - watercraft no more than four metres long and that does not require registration under state or territory legislation. This does not include 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 or unless the agreement is a lease agreement for your residential tenancy.
- Injury arising, directly or indirectly, out of inhalation of, or fears of the consequences of exposure to or inhalation of, asbestos, asbestos fibres or any derivatives of asbestos.
- That part of any loss, cost or expense for the cost of cleaning up, or removal of, or damage to, or loss of use of, property arising out of any asbestos, asbestos fibres or any derivatives of asbestos.

- Gaining a personal profit or advantage that is illegal.
- A conflict of duty or interest.
- Any act or omission that is knowingly dishonest, fraudulent, criminal, willful or malicious by you or a person acting with your consent.
- 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 communicable 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 or community organisation provided that you do not receive more than \$1,000 per year for holding this position.

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

- the garage sale is held at your situation;
- the goods belong to you or any member of your family who normally lives with you or immediate family members that do not live with you;
- the goods sold are second hand domestic goods sold only in domestic quantities;
- the sale does not form part of a business, trade or profession;
- the goods sold have not been purchased for the sole purpose of re-sale; and
- you do not hold more than one garage sale per period of insurance.

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 Buildings and Contents and Section 2 Valuable Items also apply to your liability cover and additional benefits.

## Section 2

### Valuable Items

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

Contents are automatically covered while temporarily removed in accordance with 'Cover for your contents away from your situation' section of the policy however limits apply. If cover for higher amounts is required please select this cover.

#### What are valuable items

Valuable items include those items defined as 'valuable items' in 'What are your contents' section of the policy:

- 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.

In addition, this section extends cover to the following items:

- clothing, apparel and accessories;
- cameras, photographic and video equipment;
- musical instruments and associated audio equipment;
- spectacles and sunglasses;
- sporting equipment – while not in use;
- bicycles – while not in use;
- tools and equipment – while not in use;
- mobile telephones;
- computers, associated computer equipment and computer software;
- portable electronic appliances;
- any other personal items agreed by us and which are listed on your schedule as specified valuables.

### What are not valuable items

- Unset precious and semi-precious stones.
- Money, negotiable instruments or bullion.
- Items located in an unlocked motor vehicle.
- Tools and equipment used for your occupation or business.
- Mobile phones used for your occupation or business.
- Computers, associated computer equipment and computer software used for your occupation or business.
- Cameras, photographic equipment and video equipment used for your occupation or business.
- Musical instruments and associated audio equipment used for your occupation or business.
- Sporting equipment while in use.
- Cameras, photographic equipment and video equipment while being used under water.
- Medical, dental, ocular or aural prostheses of any kind.
- Parachutes, hang gliders, sailboards or any craft designed for use on or in water or the air, including motors and any of their spare parts or accessories.
- Motor vehicles, motorcycles, mini-bikes, caravans, trailers, aircraft or accessories or spare parts of any of these items.

### 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 one hundred and eighty (180) 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. However, we will pay for any resultant destruction, loss or damage to your valuable items that is caused directly by any other event not otherwise excluded by this policy.
- 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 fusion of an electric motor. We will pay for any resultant destruction, loss or damage following mechanical or electrical breakdown.

## Pairs and sets

This optional cover under Section 2 Valuable Items of the policy only applies when each pair, set or collection is listed as a specified valuable item in your policy schedule.

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

## 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, system 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, system or collection. We will only pay the cost of replacing the item even though the pair, set, system 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

Unless you have chosen the optional cover for 'Pairs and sets' the most we will pay for any one item, pair, set, collection or system is \$5,000 for valuable items.

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

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.

## General Exclusions

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

- war or warlike activity. War does not have to be declared. We do not provide cover for theft following this;
- hostilities, rebellion, insurrection or revolution. We do not provide cover for theft following these events;
- contamination by chemical and/or biological agents, which results from an act of terrorism. Terrorism is any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public;
- lawful destruction or confiscation of your property;
- anything nuclear or radioactive;
- damage to a heating element. We will pay for any resultant damage following damage to a heating element;
- mildew, atmospheric or climatic conditions (other than storm, storm surge, flood, rainwater, wind, hail, tornado, cyclone, freezing or weight of snow);
- mould or fungi;
- damage, loss or injury that you or anyone acting for you deliberately caused unless it was reasonably necessary to reduce loss, damage or injury that otherwise would have occurred;
- the action of the sea, tidal wave, high water, unless the destruction, loss or damage is as a result of tsunami;
- erosion, earth movement, landslide or subsidence except as detailed in 'What is covered' under Section 1 Buildings and Contents;

- any event that does not occur within the period of insurance;
- failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by this policy, however we will not cover resultant loss or damage to any frozen food, computer equipment or computer software;
- flood for the following items:
  - retaining walls, garden borders and free standing walls;
  - the surface of a tennis court;
  - wharf, jetty, pontoon or sea wall;
  - swimming pools or spas or their liners or covers;
  - the cost of clearing mud or debris out of swimming pools or spas as a result of flood;
  - gates, fences or wall fences that were in a state of disrepair before the flood damage occurred.

We shall not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Chubb, or its parent to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of Australia, the European Union, United Kingdom, or United States of America.

## How to Make a Claim

Please contact your Steadfast broker or us when something happens that you believe you can claim for.

You may contact us by:

- telephoning 1300 880 037; or
- writing to our Claims Department, Chubb Insurance Australia Limited, PO Box 7704, St Kilda Road, Melbourne VIC 3004.

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

You must make your claim as soon as possible after you suffer a loss.

If there exists to your knowledge any other insurance covering loss, damage or liability insured by your policy, you must notify us and provide us with details of such other insurance.

You must also:

- take all reasonable steps to prevent or minimise further loss, damage or liability;
- advise the nearest police station if your property is lost, 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;
- complete and submit a claim form with full details of your loss, damage or liability;
- tell us about any prosecution or inquest that may be held;
- send us any document relating to your claim within seventy-two (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.

Chubb Insurance Australia Limited  
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Sydney NSW 2000  
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[www.chubb.com/au](http://www.chubb.com/au)

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