

# Home Cover Prestige

Insurance Product Disclosure Statement  
and Policy Wording

Insurance underwritten by: QBE Insurance (Australia) Limited  
ABN 78 003 191 035 AFS Licence No. 239545



The force in insurance



**Police**  
Credit Union





## About this booklet

**This booklet contains 2 separate sections:  
Part A and Part B.**

### **Part A – Product Disclosure Statement (PDS)**

Part A of this booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. It gives a summary of the significant benefits and risks associated with this product (you should refer to Part B – Terms and Conditions for full details).

The PDS also contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, terms, conditions and obligations attaching to this product. Please read Parts A and B of this booklet carefully.

### **Part B – Policy Terms and Conditions**

Part B of this booklet contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy. It is Part B which forms part of your legal contract with us.

If we issue you with an insurance policy, you will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to your cover and should be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the Policy Schedule we send to you form your legal contract with us so please keep them in a safe place for future reference.

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

## Introduction & Welcome

Thank you for choosing QBE and welcome to the peace of mind and customer service of QBE Insurance. In addition to offering quality products and service, we provide the security of one of the largest Australian owned international insurance companies.

Our insurance contains a number of options that can allow you to choose the cover you need. We aim to provide friendly and helpful customer service from your first call to us to our 24 hour emergency claims service.

The information in this booklet is important and we have aimed to make it as easy to understand as possible. Please take the time to read through it and call us if you need further information.

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## **PART A – PRODUCT DISCLOSURE STATEMENT (PDS) FOR HOME COVER PRESTIGE POLICY**

### **Insurer**

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

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

### **Significant benefits and features**

We believe the most significant benefits of this insurance Policy are that it protects:

- (a) your financial investment in your home and contents on a New for Old basis if they are lost or damaged due to malicious damage, accidental loss or damage. You can choose to cover your home, your contents, or both under this Policy.
- (b) you for your legal liability to third parties if they claim against you for compensation or expenses which you become legally liable to pay for:
  - the death of, or bodily injury to, any person
  - the loss of, or damage to, property.

Optional extensions are available for:

- (a) loss or damage of your valuables:
  - anywhere in Australia or New Zealand, and
  - for up to 90 days, anywhere in the world.
- (b) Workers compensation for your domestic workers (not applicable in NSW, Queensland, Victoria or South Australia)

The Policy provides:

- (a) cover for your home and contents up to their sums insured at the site, during the period of insurance, against:
  - malicious damage
  - accidental loss or damage (including events such as storm, fire, earthquake, and theft) but not loss or damage caused by tenants (their families) or their visitors.

We also cover you against:

- fusion of an electric motor
  - spoilage of food in domestic refrigerators or freezers if your contents are insured.
- (b) legal liability cover up to the limit shown on your policy schedule which includes:-
- liability for you or any member of your family in respect of ownership or occupancy of your home (where your home is insured under this Policy or where your home is a strata title residence and your contents are insured under this Policy)
  - personal legal liability anywhere in the world for you or any member of your family, where your contents are insured under this Policy.

This Policy also provides the following additional benefits:

(a) temporary removal of contents

If this Policy insures your contents in your primary residence then your contents are also insured

- anywhere in Australia or New Zealand
- anywhere in the world for up to 90 days

Some items are not covered. See Part B Terms and Conditions for full details. The maximum we pay under this additional benefit for items of:

- (i) jewellery, gold or silver articles, furs, watches
- (ii) collections of any kind
- (iii) mobile phones, portable electronic equipment

while they are temporarily removed is \$3,000 per item and \$12,000 in total, unless you have specified them under the valuables section and paid any additional premium.

- (b) fees incurred directly in relation to repair or replacement of your home
- (c) removal of debris
- (d) extra costs of reinstatement necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your home
- (f) illegal use of a credit card or financial transaction card up to a maximum of \$5,000

- (g) temporary accommodation up to the highest of \$10,000, or 10% of the sum insured for your home or 10% of the sum insured for contents where the home is so damaged by the insured event that it cannot be lived in
- (h) contents being conveyed to your new residence, where your contents are insured. We insure your contents damaged directly by theft from the conveying vehicle involving the use of violent force, fire on the conveying vehicle, collision and/or overturning of the conveying vehicle while your contents are in transit by road to your new, principal place of residence in Australia up to a total of \$10,000
- (i) monitored alarm attendance after theft, where your contents are insured. We will pay up to \$1,250 for the reasonable costs actually incurred by you for the security firm that monitors your burglar alarm to attend your home during or immediately after an actual or attempted theft from your home
- (k) we insure you against any claims for compensation or expenses which you or any member of your family become legally liable to pay arising out of the use of a vehicle which is not paid for by any statutory compulsory third party scheme.

#### **The Policy does not cover certain things**

Claims may be refused in certain circumstances. Please refer to the Home and Contents Accidental Damage Policy Terms and Conditions which follows this PDS for full details of the terms and conditions of cover and exclusions.

The Policy will not cover loss or damage:

- (a) intentionally caused by you or a member of your family or a person acting with your consent or the consent of a member of your family
- (b) resulting from or caused by:
  - inherent defects, structural defects, faulty workmanship, faulty design or any gradual process
  - wear, tear, rust, corrosion, depreciation or gradual deterioration, mildew, mould or algae
  - any consequential loss other than that specifically provided by this Policy
  - storm or wind damage to gates and fences which have been fitted to the site and constructed of corrugated fibrous materials and do not have a supporting frame except where installed to manufacturers specifications.

- storm or wind damage to retaining and free standing walls if they are not made of steel, brick, concrete or masonry or stone
- water entering the home through an opening made for the purpose of alterations, additions, renovations or repair
- erosion, subsidence, landslide or earth movement other than as a direct result of some specified events
- flood  
‘flood’ means the inundation of normally dry land by water from any watercourse, lake, canal, dam or reservoir
- the action of the sea, high water.

The cover under this Policy will be limited to lightning, thunderbolt and earthquake for any period in excess of 90 consecutive days during which the home has been left unoccupied and you have not obtained our written agreement.

The Policy will not insure you or your family against liabilities arising from:

- (a) any agreement, unless liability would have attached to you or your family if that agreement did not exist
- (b) death or bodily injury to you or to any person who normally lives with you
- (c) damage to property belonging to you or any person who normally lives with you or to your or their employees
- (d) the ownership, custody, or use of any lift, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 4 meters in length (except canoes, surfboards, surf skis or sailboards) or motorised water craft in excess of 10 horsepower
- (e) the conduct of any activity carried on by you or your family for reward except letting the home for domestic purposes or babysitting on a casual basis
- (f) directly or indirectly, out of or in connection with the actual or alleged use or presence of Asbestos
- (g) building work, construction or demolition of a building, including the home if the value of the work exceeds \$50,000
- (h) the ownership or use of any motor vehicle other than the cover given by the additional benefit – Motor Vehicle Liability.

The Policy will not insure you or your family against fines, penalties, or punitive, aggravated, multiple or exemplary damages.

These are only some of the events that are not covered by this insurance. Please read the Home Cover Prestige Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

**The amount of any claim made against the Policy may be reduced**

- (a) where an excess applies (any applicable excesses will be shown in your Policy Schedule). A \$200 excess applies to earthquake and tsunami claims (unless a greater excess is shown on your schedule).
- (b) where you have not requested the insured value of any item to be specifically specified in the Policy and where the value of that item exceeds any applicable sum insured sub limit
- (c) if you do not comply with any Policy condition and this contributes to any loss or damage
- (d) where the claim is for fusion and we apply depreciation because of the age of the motor.

You should refer to the General Conditions in Part B of this document for full details of all the General Conditions.

Some General Conditions include:

- you must tell us about changes that increase the risk of this insurance
- you must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

This Policy is issued on the basis that you live in the home and it is NOT let to tenants or used as a holiday home. We do not provide Accidental Damage insurance for tenanted homes or holiday homes or their contents.

If you let the home to tenants or use the home as a holiday home, you must tell us beforehand. Should this occur during the period of insurance, we will cancel this Policy and offer you an alternative, lesser cover under our Home Cover Policy.

If you let the home to tenants or use it as a holiday home and you do NOT tell us, we will not insure you for malicious damage, accidental damage, or certain other events.

- we may agree to insure your home and contents only if certain specified burglary protection devices are installed. The required devices, if any will be noted on your Policy Schedule.
- you must take reasonable care to:
  - protect and maintain the property insured under this Policy
  - prevent damage or injury to others or their property
  - minimise the cost of any claim under this Policy, or
  - comply with all statutory obligations and by-laws or regulations relating to the safety of person or property.

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

## Significant risks

### **This product may not match your expectations**

This product may not match your expectations (for example, because an exclusion applies). You should read the PDS (Part A of this document) and the Policy Terms and Conditions (Part B of this document) carefully. Please ask your Financial Services Provider if you are unsure about any aspect of this product.

This Policy is not suitable for insuring landlord's homes or contents or for holiday homes. A Landlords Cover or Home Cover Policy must be taken. There are limitations on the coverage provided by this Policy if you do not tell us that you let the home to tenants or you use the home as a holiday home.

### **Your sum insured may not be adequate**

The Policy provides replacement or reinstatement conditions for home and contents which means that claims are settled without contribution for age, depreciation or wear and tear. It is important that the sums insured you select cover the cost of replacing your home and contents on a new for old basis. The sums insured that you select must make allowance for structural improvements (such as sheds, pergolas, and fencing), GST and any additional benefits that are included in the sum insured (for example: costs of removal of debris, architect's fees).

It is important that you read the sub-limits in the Terms and Conditions for items such as works of art, antiques, items of jewellery, collections, office equipment and cash. If you have an item or a group of items that will cost more than the sub-limit to replace, then you will need to nominate that item to ensure that it is covered for more than the sub-limit.

For example, there is a sub limit on jewellery of \$3,000 per item, and in total, 20% of the unspecified contents sum insured. If it would cost more than this to replace your jewellery as new, then you must specify your jewellery items to ensure that you are covered for its full value.

This Policy covers your contents at the site and they are also covered under Temporary Removal additional benefit 1. However, there are some additional limits on items while they are temporarily removed from the site. If you wish your portable valuable items including jewellery, and portable electronic equipment valued over \$3,000 per item or \$12,000 in total to be covered while they are away from your home, you must select and pay for optional Valuables cover.

### **Over-insurance**

If your home or contents are damaged beyond economic repair, we will pay no more than the reasonable cost of replacement when new even if you have insured for an amount greater than the reasonable cost of replacement when new. Therefore, there is no benefit to you in over-insuring your property.

### **Overdue premium**

You must pay your premium on time otherwise your Policy may not operate.

If you pay an annual premium and you have not paid by the due date or your payment is dishonoured, or, if you pay your premium by instalments and your first instalment payment is dishonoured, this Policy will not operate and there will be no cover.

If you pay your premium by instalments and any instalment remains unpaid for two or more consecutive instalments:

- we may refuse to pay any claim;
- we may cancel this Policy.

For more detailed information regarding payment options refer to the section headed 'How you can pay your premium' in Part B (Terms and Conditions).

### **A claim may be refused**

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the Policy conditions, if you do not comply with your Duty of Disclosure, or if you make a fraudulent claim.

## The cost of this insurance Policy

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

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

The following factors have a significant impact on the calculation of your premium:

Home and Contents	<ul style="list-style-type: none"><li>• geographic location</li><li>• age of insured (a discount is applied for over 50s)</li><li>• whether or not the insured is retired</li><li>• sum(s) insured</li><li>• whether the domestic workers compensation option is selected</li><li>• how the home is occupied (e.g. owners or tenants)</li><li>• whether a no claim bonus is applicable</li><li>• the level of security in your home, including deadlocks, window locks and alarms</li><li>• the level of excess that you have selected.</li></ul>
Home only	<ul style="list-style-type: none"><li>• whether the Policy is also covering your contents</li><li>• the construction material of the home.</li></ul>
Contents only	<ul style="list-style-type: none"><li>• whether the Policy is also covering your home</li><li>• whether or not the home has an alarm</li><li>• whether the valuables option is selected.</li></ul>

## Duty of Disclosure – What you must tell us

Under the Insurance Contracts Act 1984 (the Act), you have a Duty of Disclosure. The Act requires that before a Policy is entered into, you must give us certain information we need to decide whether to insure you and anyone else to be insured under the Policy, and on what terms. Your Duty of Disclosure is different, depending on whether this is a new Policy or not.

### New business

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

When answering our questions you must be honest.

- **Who needs to tell us**

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

- **If you do not tell us**

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

### Renewals, variations, extensions and reinstatements

Once your Policy is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

- **You do not have to tell us about any matter**

- that diminishes the risk
- that is of common knowledge
- that we know or should know in the ordinary course of our business as an insurer, or
- which we indicate we do not want to know.

- **If you do not tell us**

If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having worked.

## **Privacy**

The Privacy Act 1988 (Cth) (the Act) regulates the way private sector organisations, such as QBE collect, use, protect and disclose personal information. We are committed to safeguarding your privacy and the confidentiality of your personal information.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claims made by you.

Without this personal information we may not be able to issue insurance cover, administer your insurance or process your claim.

We or our authorised agent may disclose your personal information to:

- a mail house, records management company or technology service provider (for printing and/or delivery of mail, including secure storage and management of our records);
- a financier whose name appears on your policy (for the purpose of confirming the currency of your policy or when you have a claim and the insured property is a total loss, to confirm if the financier has a current interest);
- an organisation that provides you with banking facilities (for the purpose of arranging direct debit or other payment transaction or confirming payments made by you to us);
- any person authorised by you;
- a financial services provider or our agent who is arranging your insurance (for the purpose of confirming your personal and insurance details);
- another person named as a co-insured on your policy (for the purpose of confirming if full disclosure has been made to us);
- another insurer (to assess insurance risks or to assist with an investigation) or to another insurer or reinsurer that may be located overseas (for the purpose of seeking recovery from them);
- a dispute resolution organisation such as the Financial Ombudsman Service (for the purpose of resolving disputes between QBE and you or between QBE and a third party);

- a related company that may provide computer hosting and support services that may be located overseas;
- a company to conduct surveys on our behalf for the purpose of improved customer services; and
- an insurance reference bureau (to record any claims you may make upon us).

In addition to the above, in the event of a claim, QBE or our authorised agent may disclose your personal information:

- to a repairer or supplier (for the purpose of repairing or replacing your insured items);
- to an investigator, assessor, state or federal authority or other professional advisers (for the purpose of investigating or assessing your claim);
- to a lawyer or recovery agent (for the purpose of defending an action by a third party against you or recovering our costs including your excess);
- to a witness to a claim (for the purpose of obtaining a witness statement);
- to another party to a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

Personal information may also be obtained about you from the above people or organisations.

In addition we will:

- give you the opportunity to find out what personal information we hold about you and when necessary correct any errors in this information. Generally we will do this without restriction or charge; and
- provide our dispute resolution procedures to you, should you wish to complain about how we handle your personal information.

Our aim is to always have accurate and up-to-date information. When you receive a Certificate of Insurance or other document from us, you should contact us if the information is not correct. Where reasonably possible, we will correct the information on our systems or held on file. If you have a complaint or want more information about how QBE is managing your personal information, please contact the Compliance Manager using the contact details provided below. For security reasons, any request for details of personal information held by us should be made in writing.



The Compliance Manager  
QBE Insurance (Australia) Limited  
GPO Box 82  
Sydney NSW 2001  
Telephone: (02) 9375-4656  
Email: compliance.manager@qbe.com

## The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice. The Code aims to:

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

## How to make a claim

Please contact QBE to make a claim. We have a 24 hour Claims Hotline that you can contact on 1300 361 516.

You should advise us as soon as possible of an incident which could lead to a claim.

Having the required documentation and possibly photographs of the items will assist in having your claim assessed and settled.

When you make a claim you must:

- return the completed claim form promptly together with all letters, documents, valuations, receipts or evidence of ownership that you have been asked to provide;
- allow us to inspect your home and take possession of any damaged property;
- take all reasonable steps to reduce the loss or damage, and to prevent any further loss or damage;
- inform the police immediately following theft or vandalism; and
- not get repairs done, except for essential temporary repairs, until we give you authority and we reserve the right to nominate the repairer or supplier.

These are only some of the things that you must do if making a claim. Full details of what you must do for us to consider your claim are provided in the 'Claims' section in part B of this booklet.

## Dispute resolution

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to your complaint within 15 working days.

If you would like to make a complaint or access our internal dispute resolution service please contact your nearest QBE office and ask to speak to a dispute resolution specialist.

If you are not happy with our answer, or we have taken more than 15 working days to respond, you may take your complaint to the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body.

FOS resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to you. QBE is bound by the determination of FOS but the determination is not binding on you.

We will provide the contact telephone number and address of the FOS on request.

## Taxation implications


### Goods and Services Tax

The Policy has provisions relating to GST. In summary, they are as follows but please read the provisions in full. They can be found in Part B Terms and Conditions, under the heading 'How Goods and Services Tax affects any payments we make'.

- The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.
- The sum insured and other limits of insurance cover shown on your Policy documentation are GST inclusive.
- When we pay a claim, your GST status will determine the maximum amount we pay.

### Other taxation implications

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend that you seek professional advice.



## **Cancelling your Policy**

### **How you may cancel this Policy**

- You may cancel this Policy at any time by telling us in writing that you want to cancel it. You can do this by giving the notice to your Financial Services Provider.
- Where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

### **How we may cancel this Policy**

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

### **The premium**

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

## **Cooling-off information**

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your Financial Services Provider electronically or in writing within 21 days from the date the Policy commenced.

This cooling-off right does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights however your Financial Services Provider may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

## **Confirming Transactions**

You may contact us in writing or by phone to confirm any transaction under your insurance if you do not already have the required insurance confirmation details.

## **PART B – POLICY TERMS AND CONDITIONS FOR HOME COVER PRESTIGE POLICY**

### **Insurer**

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

### **Our agreement with you**

This Policy is a legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as set out in the Policy, occurring during the period of insurance shown on your Policy Schedule or any renewal period.

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

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

### **Your Policy**

Your Home Cover Prestige Policy consists of Part B (Terms and Conditions) of this booklet and the Policy Schedule we give you.

Please read your Policy carefully, and satisfy yourself that it provides the cover you require.

If you need to contact us or you have any questions or you would like any further information regarding this insurance, refer to our contact details on the schedule or call us on 1300 133 024.

You should keep your Policy Booklet and Policy Schedule together in a safe and convenient place for future reference.

### **Providing proof**

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

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

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

## Other party's interests

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

## How you can pay your premium

You can pay your premium:

- in one annual payment by credit card, or
- in monthly instalments by direct debit from your credit card or from your account with your financial institution.

### Paying your annual premium

You must pay your annual premium by the due date. If we do not receive your premium by this date or your payment is dishonoured this Policy will not operate and there will be no cover.

### Paying your instalment premium

If you are paying your premium for the first time by instalments we will deduct instalments each month on the day of the month that you nominate as your payment date.

If you are renewing your Policy and you paid your previous Policy by instalments, we will continue to deduct instalments for your renewed Policy on the day of the month you previously nominated as your payment date, unless you tell us otherwise.

If your first instalment of premium when you take out your Policy or renew it is dishonoured, this Policy will not operate and there will be no cover.

We will not pay a claim under this Policy if, at the time the claim occurred, any two or more consecutive instalments of premium remained unpaid.

If two or more consecutive instalments of premium remain unpaid, we may cancel this Policy. We will send you a notice giving you details of the action we intend to take and when any cancellation will become effective.

We are entitled to deduct from any amount we pay you under a claim any unpaid premium or instalment of premium.

If you are paying your premium in instalments by direct debit from your credit card or financial institution account, you must tell us if those details change. You must do this no later than 7 days before your next instalment is due.

## Preventing our right of recovery

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

## How Goods and Services Tax affects any payments we make

The premium payable for this policy is subject to GST. When we pay a claim, your GST status will determine the amount we pay.

When you are:

- (a) not registered for GST, the amount we pay is the sum insured/limit of liability or the other limits of insurance cover including GST.
- (b) registered for GST, we will pay the sum insured/limit of liability or the other limits of insurance and where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a damaged item insured under the Policy) we will pay for the GST amount.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number and Taxable Percentage. Your Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

If you don't tell us your correct GST status, any GST liability is your responsibility.

Where the settlement of your claim is less than the sum insured/limit of liability or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

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

## Words with special meanings

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

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

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

Word or Expression	Meaning
Period of insurance	The period shown in the Policy Schedule.
Policy Schedule	The schedule of insurance, or any endorsement schedule we give you.
Site	The address shown on your Policy Schedule where your home is located or your contents are kept.
We, our, us	QBE Insurance (Australia) Limited, ABN 78 003 191 035
Your family	Any member of your family who lives permanently with you, including your partner.
You, your	The person(s), companies or firms named on the current Policy Schedule as the 'Insured'.

## Cover for your Home & Contents – Accidental Damage

This chapter contains the following three sections:

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

### Section 1: What 'Home' and 'Contents' mean

#### Home

Your Policy Schedule indicates whether your home is insured and the sum insured.

#### What 'home' means

Your 'home' is the dwelling used entirely or primarily as a place of residence at the site shown on the Policy Schedule.

'Home' includes the following:

- (a) outbuildings, fixtures and structural improvements including in-ground swimming pools, tennis courts, in-ground spas, saunas, jetties and pontoons all of which are used for domestic purposes
- (b) fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings
- (c) services (whether underground or not) that are your property or which you are liable to repair or replace or pay the cost of their repair or replacement
- (d) landscaping, paved pathways and paved driveways, retaining walls, fences and gates entirely or partly on the site.

#### What 'home' does not mean

'Home' does not include:

- (a) carpets (whether fixed or not), curtains or internal blinds
- (b) earth or gravel pathways or driveways or other unpaved surfaces
- (c) a hotel, motel, nursing home, boarding house, buildings of flats, strata title unit or caravan (whether fixed to the site or not)
- (d) any building used for any business or trade, except a dwelling used principally as a place of residence that also contains an office or surgery

- (e) a building in the course of construction
- (f) a building in the course of being demolished, or that is vacant pending demolition
- (g) a temporary building or structure
- (h) trees, shrubs and any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch.

## Contents

Your Policy Schedule indicates whether your contents are insured and the sums insured.

The total contents sum insured consists of:

- a sum insured for unspecified contents, and
- a sum insured for specified contents.

Specified contents are items of particular value that you have individually listed as specified items and that are listed on the Policy Schedule under 'Specified contents'.

### What 'contents' means

'Contents' means, items (a) to (g) below, while they are at the site, and which belong to you or your family or for whose loss or damage you or your family are legally liable.

Contents are:

- (a) all household goods (including carpets whether fixed or not), personal effects, cash, coins and negotiables  
 Negotiables means treasury notes, savings certificates, stamps, money orders, gift certificates and any other negotiable instruments.
- (b) articles of special value which you have listed on the Policy Schedule under 'contents specified items'
- (c) if you live in a strata title building, the internal paintwork, wallpaper and any fixture or structural improvement within or attached to that residence which the Body Corporate is not required by law to insure
- (d) if you are a tenant, landlord's fixtures and fittings for which you are legally liable and fixtures and fittings installed by you for your own use

## Section 1

- (e) any of the following equipment if it does not require registration:
- golf buggies
  - motorcycles up to 125cc engine capacity
  - garden equipment, or
  - motorised wheelchairs.
- (f) canoes, surfboards, surfskis or sailboards, and any other watercraft up to:
- 4 metres in length, and
  - 10 horsepower.

This means that if the watercraft is not a canoe, surfboard, surf-ski or sailboard and it is either longer than 4 metres, or, is powered by a motor or engine that is greater than 10 horsepower, it is not covered.

A watercraft motor:

- no more than 10 horsepower, and
- not attached to a watercraft, and
- at the site

will be treated by us as a watercraft accessory. If it is over 10 horsepower, it is not covered by this Policy.

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

### **What contents does not mean**

'Contents' does not include:

- (a) fish, birds or animals of any description
- (b) trees, shrubs and any other plant life including grass or lawns, or soil, bark or mulch (other than pot plants)
- (c) any caravan or trailer
- (d) motorised vehicles other than those listed in point (e) under the heading 'What contents means'
- (e) watercraft other than those listed in point (f) under the heading 'What contents means'
- (f) aircraft or their accessories (other than a non-pilotable model aircraft)
- (g) accessories or spare parts, keys or remote locking or alarm

- devices of motor vehicles (including motorcycles and motor scooters), caravans, trailers, aircraft or watercraft while they are in or on the motor vehicle, caravan, trailer, aircraft or watercraft
- (h) photographic and video equipment and musical instruments or musical equipment used for earning any income
  - (i) any property:
    - illegally in your possession
    - stored in a dangerous and illegal way, or
    - any equipment connected with growing or creating any illegal substance.
  - (j) commercial or retail trade stock
  - (k) your home or any part of your home.

## Section 2: Cover for your Home & Contents – Accidental Damage

### What you are insured against, and what you are NOT

You are insured against malicious damage, accidental loss or damage (including the Specified Events listed below) to your home, contents or both at the site during the period of insurance.

There is also some extended cover provided for your contents under additional benefit 1 - Temporary Removal, for when your contents are away from the site.

### Specified Events

**'Specified Events'** means loss or damage directly caused by the following events (a) to (r):

- (a) fire
- (b) lightning
- (c) thunderbolt
- (d) explosion
- (e) implosion
- (f) earthquake or tsunami

tsunami means a sea wave caused by a disturbance of the ocean floor or by seismic movement

- (g) subterranean fire

## Section 2

- (h) volcanic eruption
- (i) impact ('impact' means a collision of two or more objects)
- (j) aircraft and/or other aerial devices and/or articles dropped from them
- (k) sonic boom
- (l) theft
- (m) breakage of glass
- (n) the acts of persons taking part in riots or civil commotion or of strikes or of locked-out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising
- (o) falling objects
- (p) water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes
- (q) storm, tempest, rainwater, wind, hail, tornado, cyclone or hurricane, freeze or weight of snow
- (r) power surge.

You are NOT insured against loss or damage caused by tenants or tenant's visitors or a tenant's family.

Whether you have selected cover for your home, contents or both is shown on your Policy Schedule.

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

In addition, you are insured for loss or damage to your home, contents or both at the site, caused directly by any of the events set out in the left column of the following table (except to the extent indicated in the right column of the table).

You are insured against	But not
<p>(a) Fusion of an electric motor:</p> <p>Fusion is the process of fusing or melting together of the windings of an electric motor following damage to their insulating material as a result of overheating caused by an electric current.</p> <p>We will pay the cost of rewinding the motor, or at our option, replacing it. For refrigerators and air conditioning units, we pay for the replacement of refrigerant gas and refrigerant driers, only if replacement of the refrigerant gas or drier is made necessary because of the fusion.</p> <p>You will have to contribute towards the total cost of repair or replacement including labour charges as follows:</p> <ul style="list-style-type: none"> <li>- motors up to 10 years from the date of purchase when new or rewinding - no contribution</li> <li>- for each additional year - 20% per year. In no case will your contribution exceed 90% after applying the excess.</li> </ul>	<p>Motors more than 15 years from the date of purchase when new or more than 15 years from the date of rewinding.</p> <p>The cost of repair or replacement of additional parts or service items, including worn or broken bearings or switches.</p> <p>Leakage of refrigerant gas and maintenance of refrigerant driers.</p> <p>Lighting elements (for example, light bulbs or fluorescent tubes) or heating elements, solenoids, fuses or protective devices (for example a fuse or circuit breaker).</p> <p>Electrical contact points where sparking or arcing occurs during ordinary use.</p> <p>The cost of retrieving, removing or replacing the pump section of pool or pressure pumps or the cost of retrieving submersible pumps or their driving motors.</p> <p>Electronic controllers or other electronics.</p>

You are insured against	But not
<p>(b) Spoilage of food</p> <p>If this Policy insures your contents, we also pay for spoilage of food in domestic refrigerators or freezers at the site caused by:</p> <ul style="list-style-type: none"> <li>- breakdown of the refrigerator or freezer</li> <li>- failure of the electricity supply to the home.</li> </ul>	<p>Spoilage as a result of:</p> <ul style="list-style-type: none"> <li>- strikes</li> <li>- switching off or disconnecting the electricity supply.</li> </ul>

## How we will pay

### Home

(a) At our option we:

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

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

- (b) You may choose to have the home replaced at another site, but we do not pay more than the sum insured.
- (c) If your home is damaged beyond economic repair and you do not commence rebuilding within 6 months of the damage occurring, (or any other period which we agree with you in writing) you may have to pay any increase in cost caused by your delay.

- (d) If part of your home is damaged and we agree to pay your claim, we pay only for the part or parts of the home that actually sustained damage. We do not pay to replace any undamaged materials.

However, if:

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

then we will replace both the damaged and undamaged material.

### Example 1

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

(In addition, we would pay for damage sustained in locating the leak-Additional benefit 24).

### Example 2

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

- (e) Where materials that are required to settle a claim that we agree to pay are not commercially available in Australia, at our option, we:
- replace the materials with the nearest equivalent or similar new materials available in Australia or overseas, or
  - pay the cost to replace the materials with the nearest equivalent or similar new materials available in Australia or overseas.

### Contents

(a) At our option we:

- repair the damaged items, or
- replace the items with items substantially the same as, but not better than when new, or
- pay the reasonable cost of repair or reinstatement to a condition substantially the same as, but not better than when new, or
- pay up to the sum insured shown on your Policy Schedule.

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

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

- (e) The maximum we pay on the following contents items is shown in the table below. You may obtain higher limits for (a), (b), (c), (f) or (g) by having any of these items specified on your Policy Schedule. We will pay up to the amount specified for each item.

Contents where a maximum limit applies	Maximum Limit
(a) Works of art, pictures, tapestries, rugs, antiques	\$25,000 per item and in total 25% of the sum insured for unspecified contents
(b) Items of jewellery, gold or silver articles, furs, watches	\$3,000 per item and in total 25% of the sum insured for unspecified contents
(c) Collections of any kind	\$7,500 per collection and in total 25% of the sum insured for unspecified contents
(d) Office or surgical equipment used by you or your family in your or their own business in the home	\$15,000 in total
(e) Other equipment used by you or your family for earning income	\$5,000 in total
(f) Accessories, or spare parts of motor vehicles (including motor cycles and motor scooters), caravans, trailers and watercraft, NOT in or on the motor vehicle, caravan, trailer or watercraft. We include motor vehicle keys, remote locking or alarm devices as accessories while they are not in or on the motor vehicle, but we do not pay for any recoding of devices or changing of vehicle locks	\$1,000 per item and \$2,000 in total
(g) Bicycles	\$2,000 per bicycle
(h) Cash, coins, negotiables or bullion	\$1,000 in total
(i) Goods used for earning an income (tools of trade)	\$5,000 in total

### **Note:**

Where an item could be classified under more than one of the above maximum limits, (a) through to (h), the lower or lowest limit applies. For example, if an item of unspecified, antique jewellery worth \$5,000 was stolen from the home and we agreed to pay the claim, the maximum limit of \$3,000 for jewellery would apply rather than \$25,000 for antiques. If the item has been specified for \$5,000, then we would pay up to \$5,000 to replace the item. The sum we pay you would be subject to any applicable excess.

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

### **Antiques**

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

### **For example:**

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

#### **(f) Floor and Wall Coverings, Blinds and Curtains**

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

**(g) Pairs and Sets**

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

If any item lost or damaged is part of a pair or set, we pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a pair or set, or for any reduction in value of the remaining part or parts.

**Section 3: Cover for your Legal Liability****What you are covered against****If this Policy covers your home**

If this Policy covers your home or, if the home is a strata titled residence and your contents are insured under this Policy, we insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for:

- (a) the death of, or bodily injury to, any person
- (b) the loss of, or damage to, property

resulting from an occurrence during the period of insurance, arising out of the ownership of the home or occupancy of the home.

In this section we include land, trees, shrubs and other plant life on the site as part of your home.

**If this Policy covers your contents**

If this Policy covers your contents and, the home is your primary residence, we insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for:

- (a) the death of, or bodily injury to, any person
- (b) the loss of, or damage to, property

resulting from an occurrence during the period of insurance, anywhere in the world that is not related to the ownership of your home.

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

### Additional benefits – Liability

These additional benefits apply only when you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence.

#### Motor Vehicle Liability

##### What we insure you against:

- (a) We insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for:

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

arising from the ownership, custody, or use of:

- any vehicle which is a type that is not required to be registered by law
- any motorised wheelchair
- any domestic trailer not attached to any vehicle

resulting from an occurrence during the period of insurance.

- (b) We also insure you or any member of your family against claims for:

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

during the period of insurance.

##### When we do not insure you or your family

We do not insure you or your family:

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

## **Committee Member of a Social or Sporting Club**

### **What we insure you against:**

We insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable in Australia to pay for an alleged or actual act or omission arising out of your position as a committee member of a sporting club or social club.

We will not pay if you receive any payment or remuneration of any kind for holding the position.

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

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

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

## **What you are NOT covered against**

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

### **When we do not insure you or your family**

We do not insure you or your family:

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

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

- (a) any agreement, unless liability would have attached to you or your family if that agreement did not exist
- (b) death of or bodily injury to you or to any person who normally lives with you.

## Section 3

In this exclusion we consider that a person normally lives with you, if that person:

- has used your home, or
- is living with you and intends or intended to use your home

as their primary residence for 60 days or more out of any 90 consecutive day period (irrespective of the commencement date of the Policy) during which there is an occurrence.

- (c) death of or bodily injury to anyone employed by you or by someone who lives with you if the death or injury arises out of their employment
- (d) damage to property belonging to you or any person who normally lives with you or to your or their employees
- (e) any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme
- (f) the ownership, custody, or use of any lift, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 4 metres in length (except canoes, surfboards, surf skis or sailboards) or motorised watercraft in excess of 10 horsepower
- (g) the conduct of any activity carried on by you or your family for reward except for letting the home for domestic purposes or babysitting on a casual basis

Babysitting cannot be considered to be on a casual basis where:

- the babysitting is not of a casual nature
  - any licence or other permission is required by any government body or public authority in order to legally conduct the babysitting
  - the income derived from babysitting is the primary or only source of the household's income
  - there is a registered business associated with the babysitting.
- (h) vibration or the weakening of, removal of or interference with support to land, buildings or other property
  - (i) building work, construction or demolition of a building, including the home if the value of the work exceeds:
    - \$25,000 where you are an owner builder; or
    - \$100,000 where a registered builder is doing the work.

- (j) death or bodily injury to any person arising out of pregnancy or the transmission of any communicable disease by you or your family
- (k) the ownership of land, buildings or structures other than the home insured by this Policy. If you have insured your contents only, then you are not covered for any legal liability arising from the ownership of any land, buildings or structures
- (l) loss, damage or injury intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family
- (m) the lawful seizure, confiscation, nationalisation or requisition of the property insured
- (n) destruction of or damage to property by any government or public or local authority
- (o) the ownership or use of any motor vehicle other than under the cover given by the 'Additional benefit – Motor Vehicle Liability'
- (p) any act or omission that is knowingly illegal, dishonest, fraudulent, wilful, malicious or done with reckless disregard for their consequences by you, your family or a person acting with the consent of you or your family.

### **What we will pay**

- (a) We pay up to the limit shown in the schedule for any one occurrence.
- (b) We do not pay more than this amount in total under all policies we have issued to you which cover the same liability.
- (c) In addition to this amount, we pay legal costs for which we have provided prior written approval.

## Additional benefits

We give you the following additional benefits. For any additional benefits to be payable, you must suffer or incur the relevant loss, liability or damage during the period of insurance.

**We pay additional benefits 1 to 17 as part of the sums insured for home or contents, depending on the type of cover you have chosen:**

### 1. Temporary removal of your contents

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

We insure your contents anywhere:

- in Australia or New Zealand while you have temporarily removed them from the site, and
- in the rest of the world while you have temporarily removed them from the site, for a period of up to 90 days, in any one period of insurance.

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

(a) the following items:

- contents in transit during a permanent removal from the site (other than as described in Additional benefit 10 – Contents being conveyed to your new residence)
- contents permanently removed from the home (other than as provided in Additional benefit 8 - Change of Site)
- aircraft, aerial devices or equipment normally associated with them
- property used in connection with a profession, trade or business
- motor vehicles (including motor cycles and scooters), caravans and trailers and their spare parts and accessories.

or

(b) the following items and their accessories or spare parts while they are contained in or on or attached to a tent, vehicle, watercraft, aircraft or in the open air:

- canoes, surfboards, surf skis & sailboards or other watercraft
- ride on golf buggies and ride on mowers.

‘Open air’ includes non lockable structures and non lockable parts of structures not at the site.

The maximum we pay for items of:

- (i) jewellery, gold or silver articles, furs, watches
- (ii) collections of any kind, or
- (iii) mobile phones, portable electronic equipment

while they are temporarily removed from your site, is \$3,000 per item, and \$12,000 in total, unless you have specified them and they appear on your Policy Schedule under the Valuables option and you have paid any additional premium.

For items other than (i), (ii) and (iii) above, the maximum amount we pay for items while they are temporarily removed from your site is subject to the limits described under 'How we will pay'.

## 2. Fees

If this Policy insures your home, and

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

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

## 3. Removal of debris

If this Policy insures your home, and

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

we pay the reasonable costs of demolition and removal of debris from the site to the nearest authorised facility.

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

- we agree that the remaining tree or branch is unsafe
- the remaining tree or branch only became unsafe as a direct result of the event covered under this Policy causing damage to the tree, and

- all necessary approvals have been obtained and removal of the tree or branch would not result in a breach of any laws, by-laws, regulations or contractual obligations.

We will remove a stump that formed part of the tree that caused the insured damage only if:

- all necessary approvals have been obtained and removal of the stump would not result in a breach of any laws, by-laws, regulations or contractual obligations, and
- not removing the stump would interfere with repairing or replacing the damaged part of the home required to settle your claim.

If this Policy insures your contents, and

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

we pay the reasonable costs of removal of contents debris from the site to the nearest authorised facility.

#### **4. Extra costs of reinstatement**

If this Policy insures your home, and it is damaged as a result of an event insured under this Policy, and we agree to pay a claim, we pay the extra costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your home at the site.

If only part of your home is damaged, we pay only the extra costs you incur in repairing that part.

We do not pay any extra costs which resulted from any notice which a statutory authority served on you before your home suffered loss or damage.

#### **5. Illegal use of credit card or financial transaction card**

If this Policy insures your contents in your primary residence and a credit card or financial transaction card is lost or stolen, we pay up to \$5,000 towards any legal liability you incur from its unauthorised use.

We do not pay if:

- the card does not belong to you or your family
- you have not complied with the card issuer's requirements
- the unauthorised user of the card is someone living at the site.

## 6. Visitors' contents

If this Policy insures your contents in your primary residence we also insure contents up to \$5,000 in total belonging to any visitors temporarily living with you at the site for up to 30 consecutive days.

We do not pay:

- for visitors' contents that are insured under another policy taken out by someone other than you or your family
- for any cash or negotiable instruments.

## 7. Replacement of locks and keys

We pay up to \$2,500 to replace or alter locks and/or keys, if:

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

## 8. Change of site

If this Policy insures your contents and you are moving into a new home within Australia, we insure your contents at both sites for a maximum of 30 days. The maximum we pay at each site will be the proportion of the sum insured that the value of the contents at that site bears to the total value of the contents at both sites.

You must tell us of your new address within 30 days of first moving to it. If you wish to insure your contents at your new address after that 30 days we must agree to insure them at that address.

You must pay us any additional premium we ask for and comply with any conditions we impose.

## 9. Contracting purchaser

If this Policy insures your home, and you have entered a contract to sell the home, this Policy insures the purchaser from:

- when they become liable for any damage to the home until the contract is settled or terminated, or
- until the purchaser insures the home

whichever happens first.

### 10. Contents being conveyed to your new residence

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

We insure your contents damaged while they are in a vehicle being used to convey your contents. The damage must occur directly as a result of:

- theft from the conveying vehicle involving the use of violent force
- fire on the conveying vehicle
- collision and/or overturning of the conveying vehicle

while your contents are in transit by road to:

- your new, principal place of residence, or
- a storage facility at which your contents or some of your contents will be temporarily located pending conveyance to your new principal place of residence

within Australia.

We do not insure your contents:

- for removal to any residence other than one intended to be occupied by you as your principal residence
- for damage to china, glass, earthenware or any other item of a brittle nature
- for damage caused by scratching, denting, bruising or chipping
- any more than \$10,000 in any one period of insurance
- outside Australia.

### 11. Trees, shrubs and plants

If you occupy the home insured by this Policy as your primary residence, we pay up to \$500 for loss or damage to any one tree, shrub or plant up to \$3,000 in total in any one period of insurance caused directly by malicious damage or any Specified Event (a) through to (p), listed under Section 2 'What you are insured against, and what you are NOT'. We do not insure grass or lawn. We do not insure you for damage caused by storm or any weather event included in Specified Event (q), or any event that is not sudden, accidental and unforeseen. We only repair or replace trees, plants or shrubs, that are so damaged that they die, are permanently disfigured or not recovered after being stolen.

## 12. Veterinary expenses for domestic cats and dogs

If you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence, we pay the reasonable veterinary expenses incurred by you if your domestic cat or dog, normally kept at the site, is accidentally injured as a result of a road accident, fire, lightning or earthquake.

We will not pay:

- more than \$750 in total in any one period of insurance
- costs or expenses resulting from the physical loss, theft or death of an animal including but not limited to post mortem, disposal, burial or cremation
- routine elective or preventative veterinary treatment such as vaccinations, spaying or heartworm testing
- for treatment of any pre-existing condition
- for treatment of injury or illness arising from or connected with a sporting event, cat or dog show, business, occupation or commercial activity, including but not limited to guard dog services, commercial breeding, hire or renting out of the animal, or
- if the injured cat or dog was not registered and/or micro-chipped as required by any law or regulation made by any government or public authority.

## 13. Taxation audit

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

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

We do not pay or reimburse you for:

- any fines, penalties or shortfall in the amount of tax payable
- any audit conducted in relation to criminal activity
- any audit not commenced during the period of insurance
- any fees incurred outside any statutory time limit

## Additional benefits

- any fees incurred as a result of any fraudulent act or fraudulent admission or any statement made by you or on your behalf to a taxation officer which:
  - is false or misleading in a material particular, and
  - can be attributed to deliberate evasion or recklessness as stipulated in income tax ruling IT2517.
- any audit conducted in relation to any facts or circumstances of which you were aware, or ought to have been aware, prior to the commencement of this Policy which were likely to lead to your making a claim under this Policy, or
- any fees incurred in relation to any enquiries from the Australian Taxation Office which are not related to an identified intention to conduct an audit.

### 14. Legal defence costs

If you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence, we will pay or reimburse you for your legal fees, costs, and expenses which you reasonably incur in legal proceedings initiated against you by a third party (and defended by you) but only where the proceedings are commenced in Australia during the period of insurance.

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

We do not pay or reimburse for proceedings or claims:

- for or relating to fines, penalties, punitive damages
- by family members including spouse, ex-spouse, partner, or ex-partner
- for or relating to divorce, separation, child visiting, maintenance, property disputes
- for or relating to dishonesty, intentional violence, or misconduct
- for or relating to defamation or slander
- relating to facts or occurrences, occurring prior to the commencement of the Policy which you knew or ought to have known at the time of commencement of this Policy, would, or might, give rise to a claim
- initiated, threatened or commenced prior to the commencement of this Policy

- under or relating to any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme or compulsory third party insurance
- which could have been made under Section 3 'Your legal liability' if you had chosen to insure your home (if you own it) or your contents.

#### **15. Waiver of excess if your property is a total loss**

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

#### **16. Monitored alarm attendance after theft**

If this Policy insures your contents in your primary residence, we will pay up to \$1,250 for the reasonable costs actually incurred by you for the security firm that monitors your burglar alarm to attend your home during or immediately after an actual or attempted theft from your home if:

- there is evidence of forcible or violent entry
- the theft or attempted theft is not committed by any person who is living at the site, and
- you report the incident to police as soon as possible and in any event, no more than 24 hours after the theft or attempted theft occurred.

We do not pay:

- for any false alarms, or
- where there is no evidence of a theft or an attempted theft, or
- more than \$1,250 in any period of insurance.

#### **17. Replacement of documentation**

If this Policy insures your contents in your primary residence we will pay up to \$1,000 for the reasonable costs to replace the following documentation directly damaged by a specified event that has caused a claim that we agreed to pay:

- Title Deeds
- Birth Certificates
- A Marriage Certificate
- Passports
- Drivers Licences
- Proof of Age Card

We pay additional benefits 18 to 24 over and above your sum insured for home or contents, depending on the type of cover you have chosen.

### 18. Temporary accommodation

If home is so damaged by an event for which we agree to pay a claim that it cannot be lived in, we pay up to:

- \$10,000, or
- 10% of the sum insured for your home
- 10% of the sum insured for your contents

whichever is the highest, for the additional cost of reasonable temporary accommodation and emergency storage of your contents up to a maximum of 12 months where the home is your principal place of residence.

### 19. Automatic reinstatement of sum insured

This benefit applies to the sums insured for home and unspecified contents as shown on your Policy Schedule.

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

- you request otherwise
- we tell you otherwise.

### 20. Inflation adjustment

This benefit only applies to your home and contents sums insured as shown on the Policy Schedule.

During each period of insurance we increase the home and contents sums insured by 0.40 of 1% of the relevant sum insured shown on your current Policy Schedule per month until the next renewal date.

### 21. Compensation for death

If this Policy insures your contents in your primary residence:

- we pay to the legal representative of the deceased person up to \$10,000 in the event of death of you or a member of your family normally living with you
- as a direct result of physical injury caused by an event at the site

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

We do not pay in any one period of insurance more than \$10,000 in total under this additional benefit.

## 22. Modifications to the home

If you occupy the home insured by this Policy as your primary residence, or this Policy insures your contents in your primary residence, and as a direct result of an event occurring at the site for which we agree to pay a claim:

- you, or
- a member of your family normally living with you

permanently become a paraplegic or quadriplegic, we pay up to \$10,000 for the cost incurred by you in modifying your home or in relocating you to a suitable home.

By the terms 'paraplegic' and 'quadriplegic', we mean paraplegia and quadriplegia that continues for a period of twelve months and for which there is a prognosis made by a qualified and registered medical practitioner that it will continue for an indefinite period.

## 23. Legal costs

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

## 24. Location costs - escaping liquid

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

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

## 25. Building Materials

If this policy insures your building, we will pay up to \$2,000 in any one period of insurance if your unfixed building materials are lost or damaged at the site due to an insured event covered by this policy. Cover only applies to building materials intended to be used for repairs, alterations or additions to your building at the site.

We will not pay for loss or damage caused to:

- Soil;
- Sand;
- Gravel;
- Bark or
- Mulch or similar materials

We will not pay for any loss or damage cause to any gas or electrical appliances unless they are in a locked and fully enclosed building at the site where those items are not visible from the outside of the building.

### 26. Identity Fraud

If this policy insures your contents and your identity is 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 per period of insurance for your costs and expenses incurred to restore your identity from its unauthorized use. Our liability under this Additional benefit is limited to:

- Legal expenses for defence against a business or its collection agency from which goods or services have been purchased fraudulently.
- Legal expenses for removal of any wrongfully recorded civil or criminal prosecutions or to challenge consequent incorrect information available on your consumer credit report.
- Loss or wages up to \$2,000 per week up to \$5,000 in total; that would have been earned but were not, solely because it was necessary for you to rectify records in relation to your true name or identity.
- Loan application fees incurred as a result of re-applying for loans because you have been allotted incorrect credit information due to fraud.
- Costs for notarizing affidavits, telephone calls and certified mail expenses to law enforcement and/or financial institutions.
- Reasonable legal fees and court costs, if incurred with our approval.

We will not pay any claim where the identity theft is caused by;

- You or your collusion,
- Your family or their collusion,
- An ex-partner,
- Someone who normally lives with you,

Which arises out of;

- You or your family committing an illegal or dishonest act
- You breaching any security requirements or conditions imposed by any financial institution, such as in relation to your password or personal identification number or personal access number.

- We will not pay any claim for any of business interruption in relation to any business.

Claims are only payable under this additional benefit if;

- You are an Australian resident;
- The identity fraud occurs within Australia and
- All losses and expenses are incurred within Australia.

We do not re-pay any loans or other amounts fraudulently procured in your name.

We do not pay any fines or for any infringements or penalties imposed.

We do not pay any costs that are or could be reimbursed from another party, for example, a financial institution.

## **27. Forced Evacuation by Government Authority**

If your building cannot be lived in because a Government Authority prohibits you from using it, we will pay any increase in your living expenses for up to 60 days that is necessary and reasonable to maintain your household's normal standard of living. The Government's prohibition must be as a direct result of damage to neighbouring premises that would be classed as insured damage under this policy.

## **Options you can choose for additional premium**

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

1. Valuables
2. Domestic Workers Compensation

### **1. Valuables**

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

- anywhere in Australia or New Zealand, and
- for up to 90 days in any one period of insurance, anywhere in the world

against loss, theft or damage to specified valuables items including:

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

## Additional benefits

- (iii) mobile cellular telephones, portable electronic equipment (including portable computers).

This Policy automatically covers these items (i), (ii) and (iii) while they are temporarily removed from the site under additional benefit 1., up to \$3,000 per item and a total of \$12,000. However, if you wish to insure items while they are temporarily removed from the site for amounts greater than this, then you need to select and pay for this Specified Valuables option.

You can also select valuables cover for other portable items that have sub-limits in the table in the section 'How we will pay' (for example, bicycles valued over \$2,000).

Your Policy Schedule indicates whether you have chosen this Valuables option. If you select specified valuables, then you must specify each item you wish to insure as a specified valuable and provide valuations and/or receipts, unless we tell you that a valuation is not required.

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

### What we do not insure

The following items are not covered under this Valuables option:

- cash, negotiables or financial transaction cards
- unset precious or semi-precious stones
- items being cleaned, repaired, restored, or on exhibition away from the site.

### How much we will pay for loss or damage

(a) At our option we:

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

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

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

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

If any item lost or damaged is part of a pair or set, we pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a pair or set, or for any reduction in value of the remaining part or parts.

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

## 2. Domestic Workers Compensation

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

If you have chosen this option it will be shown on your Policy Schedule.

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

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

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

QBE Insurance (Australia) Limited ABN 78 003 191 035.

### What you must pay if you make a claim – Excess

'Excess' means the first amount you must contribute to any claim you make under this Policy.

We deduct the excess shown in the Policy document or on the current Policy Schedule from the amount of your claim.

Where a sub-limit is applicable, the excess will be applied to the claim prior to applying the sub-limit. For example, if a ring worth \$5,000 was stolen from the home and it has not been specified, the \$3,000 per item jewellery sub-limit would apply.

If a \$100 excess was applicable, this would be applied to the \$5,000 claim, rather than the \$3,000 sub-limit. Therefore, \$3,000 would be payable. If the ring had been specified for \$5,000, we would pay \$4,900 – the \$5,000 claim less the \$100 excess. If the stolen ring was worth only \$1,000, we would pay \$900 – \$1,000 less the \$100 excess.

For earthquake claims the excess is \$200, or the amount shown on your Policy Schedule, whichever is greater.

All loss, destruction or damage occurring within a period of 48 hours of the earthquake is regarded as the one event.

### When you will NOT have to pay an excess

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

## When you are not covered

### General exclusions applying to this Policy

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

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

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

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

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

### Additional exclusions applying to this Policy

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

This Policy does not cover:

- (a) loss or damage intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family
- (b) loss or damage resulting from or caused by:
  - the lawful seizure, confiscation, nationalisation or requisition of the property insured
  - destruction of or damage to property by any government or public or local authority
  - storm, rainwater or wind, to:
    - retaining and free standing walls, not constructed of steel, brick, concrete, masonry or stone,
    - gates and fences which have been fitted to the site and constructed of corrugated fibrous materials and do not have a supporting frame except where installed to manufacturers specifications.
  - flood  
‘flood’ means the inundation of normally dry land by water from any watercourse, lake, canal, dam or reservoir
  - erosion, subsidence, landslide or earth movement other than as a direct result of:
    - storm
    - earthquake
    - explosion
    - escaping liquidand occurring no more than 72 hours after the event
  - the action of the sea, high water, tidal wave,
  - water seeping through a wall or floor
  - water entering the home through an opening made for the purpose of alterations, additions, renovations or repair

- inherent defects, structural defects, faulty workmanship, faulty design or any gradual process
- wear, tear, rust, corrosion, depreciation or gradual deterioration
- mildew, mould, algae, atmospheric or climatic conditions (other than storm)
- settling, shrinkage or expansion in buildings, foundations, walls or pavements
- the removal or weakening of supports or foundations for the purpose of alterations additions, renovations or repair
- damage to swimming pools or similar structures caused by hydrostatic pressure
- mechanical, electrical or electronic breakdown with the exception of fusion to electric motors as described under event (a), What you are insured against, and what you are NOT, or if a claim is payable as the result of a lightning strike
- any consequential loss other than that specifically provided by this Policy
- any process of cleaning involving the use of chemicals
- rodents, vermin, birds, wildlife or insects gnawing, biting, chewing, pecking, clawing, scratching or in any way polluting or contaminating your home or contents.

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

- an animal kept by you or your family
  - the deliberate application of heat (for example, this would include where an element under or forming part of a ceramic cooktop causes damage to the cooktop)
  - tree roots.
- (c) loss or damage to:
- sporting equipment while in use or play
  - bicycles while they are being ridden
  - items for sale on consignment
  - electronic data unless the loss or damage is caused by a Specified Event (a) through to (r) listed under 'What you are insured against, and what you are NOT'.

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

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

## General conditions

### Changing your Policy

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

- we agree to it , and
- we give you a new Policy Schedule detailing the change.

### Other interests

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

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

### Cancelling your Policy

#### How you may cancel this Policy

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

#### How we may cancel this Policy

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

#### The premium

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

## Notices

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

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

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

## Changes

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

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

- you no longer are the owner occupier of the home, because you now let the home to tenants or use the home as a holiday home
- you are having renovations undertaken
- the home is left vacant or unoccupied for a period exceeding 90 days
- the home falls into a state of disrepair
- your home is opened up to the public for an exhibition or similar event (including if it is not for reward), or
- you are participating in a public exhibition (including if it is not for reward).

## If you ever let the home to tenants or use it as a Holiday Home

This Policy is issued on the basis that you live in the home and it is NOT let to tenants or used as a holiday home. We do not provide Accidental Damage insurance on tenanted homes or holiday homes or their contents.

If you let the home to tenants or use the home as a holiday home, you must tell us beforehand. Should this occur, we will cancel this Policy and offer you an alternative, lesser cover under our Home Cover (insured events policy).

If you let the home to tenants or use it as a holiday home and you do NOT tell us, we will not insure you for malicious damage, accidental damage, or any of the following Specified Events:

- (a) implosion
- (b) subterranean fire
- (c) volcanic eruption
- (d) impact (impact means a collision of two or more objects)
- (e) sonic boom
- (f) falling objects.

### Unoccupancy

If your home is unoccupied for more than 90 consecutive days, you must tell us and obtain our written agreement for cover to continue.

If you do not do so, the cover for home and contents is limited to lightning, thunderbolt and earthquake for the period in excess of 90 consecutive days during which the home has been left unoccupied.

The period of 90 consecutive days is calculated from the date when the home was last occupied regardless of the commencement or renewal date of the Policy.

‘Occupied’ means that the home is furnished such that it is comfortably habitable and you, your family or someone with your consent has resided in the home overnight.

To be occupied the home must:

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

### Salvage

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

## Care and maintenance

If you do not take reasonable care to:

- protect and maintain the property insured
- prevent damage or injury to others or their property
- minimise the cost of any claim under this Policy, or
- comply with all statutory obligations and by-laws or regulations relating to the safety of person or property

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

## Adjustment of premium on renewal

If a claim occurs in the previous period of insurance and you do not notify us until after the premium for the current period of insurance was calculated, then you must pay any additional premium that would have been calculated had you told us about the claim on the day that the claim occurred. This condition does not affect any other rights that we have, including the rights that we have under 'Your Duty of Disclosure'.

## Claims

### What you must do

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

- take all reasonable precautions to prevent further loss, damage or liability
- notify the police immediately if any of your property is lost, stolen, or maliciously or intentionally damaged
- tell us or your Financial Services Provider as soon as possible. You will be provided with a claim form and advice on the procedure to follow
- supply us with all information we require to settle or defend the claim
- notify us of any other insurance covering the same loss, damage or liability
- co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person.

Please contact QBE to make a claim. We have a 24 hour Claims Hotline that you can contact on 1300 361 516.

If in doubt at any time, ring us or your Financial Services Provider for advice.

### What you must not do

You must not:

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

### What we do

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

### What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy Terms and Conditions or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of your Duty of Disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

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

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

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

## Need more information?

Visit your local branch,  
call 1300 131 844  
or logon to [policecu.com.au](http://policecu.com.au)

## Need to make a claim?

Call 1300 361 516  
to access QBE's prompt and  
efficient 24/7 claims service



Police Credit Union Limited  
ABN 30 087 651 205 AFS Licence No. 238991



Insurance underwritten by:  
QBE Insurance (Australia) Limited.  
ABN 78 003 191 035 of 82 Pitt Street, Sydney NSW 2000  
AFS Licence 239545  
PW 08/09 PDS 08/09  
Preparation Date: 31.08.09