Home insurance listed events

QBE Insurance (Australia) Limited

Product disclosure statement and
Policy wording

Steadfast
STRENGTH WHEN YOU NEED IT

QBE

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Date of preparation: 1st October 2015
Date effective: 28th December 2015
QM486-1215a

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About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

We may need to update information in this PDS. If we need to do this, we'll either send you a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- Your Steadfast broker. The contact details for your Steadfast broker are set out in the financial services guide they give you.

The section titled 'Claims' at the end of this booklet tells you the full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact:

- Your Steadfast broker.

About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

About Steadfast Group Limited

Steadfast Group Limited (Steadfast) is a public company. It includes a large network of insurance brokerages who operate in Australia as Steadfast Brokers. This policy is available exclusively to you through a Steadfast Broker.

Steadfast Group Limited does not issue, guarantee or underwrite this Policy

Important information about Steadfast's advice

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

Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

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. It is recommended that you use the free, sum insured calculator, available on our website to determine your building sum insured.

It is important that you read the sub-limits in the terms and conditions for items such as works of art, items of jewellery and collections. If you have any of these items that will cost more than the sub-limit to replace, then you will need to nominate them to ensure that they are covered for more than the sub-limit.

For example, there is a sub-limit on jewellery of $5,000 per item, and in total, 25% of the contents sum insured. If it would cost more than this to replace your jewellery as new, then you must specify your jewellery item(s) to ensure that you are covered for your jewellery's full value.

The cost of this Policy

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium we take a number of factors into account, including:

- where the home or contents are located,
- the sum insured, and
- your previous insurance and claims history.

Some rating factors do not affect all components of the premium calculation. For example, age discounts, retiree discounts, no claim bonus and loyalty discounts do not apply to the parts of the premium paid for liability cover or flood cover.

Cooling off information

If you change your mind within 21 days of buying your Policy, you can cancel it and receive a full refund. Naturally, this doesn't apply if you've made or are entitled to make a claim. Even after the cooling off period ends, you still have the right to cancel your Policy. However, we may deduct some costs from any refund, as set out in the Policy Wording under 'Cancelling your Policy'.

To cancel your Policy within the cooling off period, contact your Steadfast broker.

The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

Step 1 – Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

Step 2 – Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

Step 3 – Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

Disputes not covered by the FOS Australia Terms of Reference

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE Customer Care, FOS or the OAIC

How to contact QBE Customer Care	
Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	• complaints@qbe.com, to make a complaint. • privacy@qbe.com, to contact us about privacy or your personal information. • customercare@qbe.com, to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, PARRAMATTA NSW 2124

How to contact FOS Australia	
Phone	1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays)
Email	info@fos.org.au
Online	www.fos.org.au

How to contact the OAIC	
Phone	1300 363 992 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

Financial Claims Scheme

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

More information may be obtained from the Australian Prudential Regulation Authority (APRA).

How to contact APRA	
Phone	1300 558 849 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.apra.gov.au

Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

Our agreement

Your Policy is an agreement between you and us, made up of:

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

Excesses

You must pay any excesses which apply to your claim. The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

How much we'll pay

The most we'll pay for a claim is the sum insured which applies to the cover or section you're claiming under, less any excess.

Paying your premium

The ways you can pay your premium, and the frequency you can pay it, are described below:

- in one (1) annual payment to your Steadfast broker according to their business practices, or
- in monthly instalments by direct debit from your credit card or from your account with your financial institution which facility can be arranged by your financial services provider.

Your premium and the date it's due are shown on your Policy Schedule.

Annual premium

If you pay your premium annually, and it's not paid by the due date or if your payment is dishonoured, this Policy won't operate and there'll be no cover.

Instalment payments

If you pay your premium by instalment, your Policy Schedule will show the date and frequency of your instalments. If your direct debit details change you must tell us no later than seven days before your next instalment is due.

At renewal

If you pay by instalments, and renew your Policy, we'll continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless you tell us to stop your direct debit.

What happens if you miss an instalment

If you miss an instalment we'll contact you to ask you to pay it or arrange to collect it from you. If you don't pay the missed instalment your Policy may be cancelled and we'll write to you to let you know when this will happen.

If you don't pay the missed instalment and a claim arises, then we may refuse to pay your claim.

If your payment details change

If your direct debit details change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date.

Adjustment of premium on renewal

If we agree to renew your Policy and you claim for an incident that happened during a previous period of insurance, you must tell us about it. You agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

This condition doesn't affect any other rights we have at law or under this Policy.

Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

Wen we say	We mean
Excess	the first amount of any claim, which is your responsibility to contribute. We deduct the Excess shown in the Policy Schedule or PDS from the amount of your claim. When a sub-limit is applicable, the Excess will be applied to the claim prior to applying the sub-limit.
Flood	The covering of normally dry land by water that has escaped or been released from the normal confines of any of the following: • A lake (whether or not it has been altered or modified) • A river (whether or not it has been altered or modified) • A creek (whether or not it has been altered or modified) • Another natural watercourse (whether or not it has been altered or modified) • A reservoir • A canal • A dam.
Model aircraft	means a small sized, unmanned replica of an existing or imaginary aircraft which is flown solely for toy, hobby, leisure, sporting or recreational purposes. Model aircraft; • does not include a balloon or kite, • does not include any aircraft used for a purpose other than the purpose for which it was originally designed (for example, it is not a model aircraft if it is used as a weapon), • does not include any aircraft that has a wingspan that exceeds 150 centimetres, • does not include any aircraft that has a total weight in excess of 2 kilograms, including anything in, on or attached to the aircraft (for example, a camera or gimbal),

Wen we say	We mean
	• does not include any aircraft that costs more than $1,500 when new, including anything in, on or attached to the aircraft, • does not include any aircraft that is ever used in connection with or in relation to any commercial purpose or earning any income, • does not include any aircraft that is being used illegally, in breach of any CASA or other laws or regulations, or safety requirements (for example, if it is used in breach of any Council safety rules, or any model aircraft club safety rules then it is not covered by this Policy).
Negotiable instruments	treasury notes, savings certificates, stamps, money orders, gift certificates, stored value cards and any other negotiable instruments.
Occupied	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.
Period of insurance	The period shown in the current Policy Schedule.
Policy Schedule	the document we give you which sets out the details of your cover which are personal to you. It forms parts of the Policy. It shows the cover and any options that you have selected. When your Policy is changed or renewed, we will give you a new Policy Schedule. The information on your Policy Schedule can modify the terms set out in this Policy.
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 AFSL 239545.
Your family	any member of your family who lives permanently with you, including your partner.

Wen we say	We mean
You, your	the person(s), companies or firms named on the current Policy Schedule as the 'Insured'. Family members are also insured as long as they normally live with the insured. Family members include: • the insured's partner; • children of the insured; • children of the insured's partner; • the insured's parents; and • the insured's partner's parents. If the insured noted on the Policy is a company or a trust then "you" also includes the following people if they normally live at the site: • that company's directors or owners or that trust's beneficiaries or trustees, and • their respective family members as listed above. In this policy all these people are called 'you' or 'your'

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 your Policy Schedule including any professional offices or surgeries in the Home.

'Home' includes the following:

(a) outbuildings, fixtures and structural improvements including in-ground swimming pools, tennis courts, in-ground spas, saunas, a fixed solar photovoltaic or hot water system, jetties, wharves, moorings 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,

(e) individual community title units or lots that are legally authorised to be insured by you and that the body corporate, community association or similar body is not required by law to insure.

What 'Home' does not mean

'Home' does not include:

(a) carpets (whether fixed or not), curtains or internal blinds unless you regularly lease out the home on an unfurnished basis,

(b) earth or gravel pathways or driveways or other unpaved surfaces,

(c)
- a hotel, motel, nursing home or boarding house;
- buildings of flats or caravan (whether fixed to the site or not), unless this is expressly endorsed on your Policy Schedule;
- strata title, company title or any common community title property with respect to insuring the building, however we will insure contents contained within these units;

(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 'Contents, specified items'.

What 'Contents' means

'Contents' means, items (a) to (t) 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, curtains and internal blinds), clothing and personal effects, cash, coins and negotiable instruments
(b) articles of special value which you have listed on the Policy Schedule under 'Contents specified items',
(c) if you live in or own a strata title unit, the internal paint work, 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,
(e) any of the following equipment if it does not require registration:
    - golf buggies;
    - motorcycles up to 250cc engine capacity;
    - garden equipment;
    - motorised wheelchairs and mobility scooters;
    - remote controlled model or toy motor vehicles;
(f) model aircraft, canoes, kayaks, surfboards, surfskis or sailboards, and any other watercraft up to:
    - four (4) metres in length, and
    - which does not require registration under state or territory legislation.

This means that if the watercraft is not a canoe, kayak, surfboard, surf-ski or sailboard and it is either longer than four (4) metres, or, it requires registration under state or territory legislation, it is not covered.

A watercraft motor:

- not attached to a watercraft, and
- at the site,

will be treated by us as a watercraft accessory. If the watercraft motor belongs to watercraft that requires registration, then it is not covered by this Policy.

(g) Bicycles and other sporting equipment;

(h) Accessories and spare parts for the following: motor vehicles, motorcycles, bicycles, caravans, trailers, watercraft, golf buggies, ride-on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis, kayaks and canoes.

(i) Swimming pools, saunas and spas that are not permanently installed;

(j) Accessories for any swimming pools, saunas and spas that are not permanently installed;

(k) Jewellery and watches, items that contain gold or silver (this does not include items thinly covered with gold or silver) and collections of stamps, money or medals;

(l) Items thinly covered with gold or silver that are not jewellery or watches;

(m) Paintings and prints, tapestries, Persian or similar rugs, antiques and any other works of art;

(n) Projectors and screens;

(o) Equipment for developing and enlarging photographs;

(p) Processed film, slides and prints.

(q) Tapes, cassettes, cartridges and discs, including software;

(r) Data stored on any computer, computer disk or computer tape (including the cost of restoring the data);

(s) Plants or trees growing in pots or tubs;

(t) 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 plants and trees growing in pots or tubs,

(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 model aircraft noted in point (f)),

(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 while they are being used for earning any income,

(i) Bicycles while they are in use for competitive racing or pace-making;

(j) Sporting equipment while it is being used;

(k) any property:
- illegally in your possession;
- stored in a dangerous and illegal way; or

(l) any equipment connected with growing or creating any illegal substance;

(m) your home or any part of your home.

Section 2: Cover for your Home & Contents – Insured events

What you are insured against, and what you are not

You are insured for loss or damage to your home, contents or both, caused directly by any of the 'Insured events' which occur at the site set out in the left column of the following table (except to the extent indicated in the right column of the table). Whether you have selected cover for your home, contents or both is shown on your Policy Schedule.

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

You are insured against loss or damage caused directly by the following insured events	But not
(a) Fire, smoke or explosion	damage that occurs gradually and /or out of repeated exposure to fire or smoke, for example, from a fireplace.
(b) Storm (including cyclone or hurricane) and/or rain, which may be accompanied by snow, sleet, wind or hail, and flood	Loss or damage caused by: • storm, flood, rainwater or wind to trees, shrubs or plants (other than pot plants), • the action of the sea, high water, or tidal wave, • water entering the home through an opening made for the purpose of alterations, additions, renovations or repair. More than the greater of: • $5,000, or • 8% of your unspecified contents sum insured, for damage to contents in the open air; but this limit does not apply to spas, saunas or swimming pools.
(c) Lightning or thunderbolt	

You are insured against loss or damage caused directly by the following insured events	But not
(d) Earthquake or tsunami. All destruction or damage occurring within a period of seventy two (72) hours of the earthquake or tsunami is regarded as the one (1) insured event.Tsunami means a sea wave caused by a disturbance of the ocean floor or seismic movement.	The first $250 for earthquake or tsunami damage, or the excess amount shown on your Policy Schedule, whichever is greater.

(e) Theft or attempted theft	Loss or damage caused by:
	• theft by any person who is living at the site unless there is evidence that your home has been entered forcibly and violently
	• theft of cash or negotiable instruments, unless there is evidence that your home has been entered forcibly and violently.
	'forcible and violent entry' does not include:
	  • entry through a door or window that has been left open or unlocked,
	  • where the home has been entered with the consent of the owner or occupier of the home.
	
	More than $1,200 for cash and negotiable instruments (but only if there is evidence of forcible and violent entry).
	
	More than the greater of:
	• $5,000, or
	• 8% of your unspecified contents sum insured,

You are insured against loss or damage caused directly by the following insured events	But not
	for theft of contents in the open air.
(f) Malicious acts	Loss or damage intentionally caused by: • you, your family, or your family's visitors, • a tenant, or a tenant's visitors or family, unless we have agreed to extend this cover to include 'Optional cover – malicious damage by tenants, tenant's visitors or family'.
(g) Riots, civil commotions, industrial or political disturbances	
(h) Bursting, leaking, discharging or overflowing of: • fixed basins, shower bases, or other fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid of any kind. • A bath, basin, sauna spa, shower base or shower wall, sink, toilet or tiled floor that has drainage holes • A washing machine, dishwasher, air conditioner, refrigerator or freezer; • an aquarium; • a waterbed. If we accept a claim because damage has occurred as a direct result of the liquid escaping, we will also pay the reasonable costs of locating the cause of the damage, and	Loss or damage which occurs gradually over time. We will not pay for repair or replacement of the apparatus, tank or pipe itself.

You are insured against loss or damage caused directly by the following insured events	But not
the costs of reinstating the property damaged or disturbed in the course of work.	
(i) Impact by: • a vehicle, a trailer, or a waterborne craft or anything falling from them, • an aircraft or space debris or debris from an aircraft, rocket or satellite, • a falling tree or part of a tree, • a communication or a television or radio aerial, mast, dish, tower or power pole or lines that have broken or collapsed. 'Impact' means a collision of two (2) or more objects.	Loss or damage caused by felling or lopping trees at the site.
(j) Accidental breakage. This cover applies when the item is fractured or chipped. Items covered for accidental breakage are: • If your have insured your home: any fixed glass in your buildings including glass houses and any window tinting or shatter proofing material attached to the glass, shower base, basin, sink, bath, lavatory pan or cistern, chandeliers and pendant lights,	Damage to any property other than the broken glass (except for window tinting or shatter-proofing) or shower base, basin, sink, lavatory pan, cistern or telephone. Any item that is chipped or scratched prior to the breakage. Glass in television sets, radios, VDUs (Visual Display Units) or any other computer or electrical equipment. Glassware, crystal mirrors, crockery or china while they are being used, cleaned or carried by hand.

You are insured against loss or damage caused directly by the following insured events	But not
• If you have insured your contents, mirrors, glassware, crystal, crockery or any glass forming part of an item of furniture, or, domestic telephones,. • If you have insured your contents and you are living in a rented property, you are covered for accidental breakage of fixed shower bases, basins, sinks, spas, baths and toilets. This cover only applies when your rental agreement makes you responsible for these items.	
(k) Fusion of an electric motor: 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. 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	Motors more than fifteen (15) years from the date of purchase when new or more than fifteen (15) years from the date of rewinding. The cost of repair or replacement of additional parts or service items, including worn or broken bearings or switches. Maintenance of refrigerant driers. Lighting elements (for example, light bulbs or fluorescent tubes) or heating elements, solenoids, fuses or protective devices (for example a fuse or circuit breaker). Electrical contact points where sparking or arcing occurs during ordinary use.

You are insured against loss or damage caused directly by the following insured events		But not
	replacement of the refrigerant gas or drier is made necessary because of the fusion.	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. Electronic controllers or other electronics.
(m)	Power surge to domestic appliances or domestic equipment directly caused by an identifiable and verifiable source outside your home including; a lightning strike, an object contacting power lines, the resumption of power following a blackout caused by a storm or unexpected interference with a power company transformer by an animal.	Domestic appliances or domestic equipment more than fifteen (15) years from the date of purchase when new. Any power surges caused at the site.
(n)	Erosion, subsidence, landslide or earth movement but only if it is directly as a result of one (1) of the following insured events; • (a) explosion, • (b) storm or flood, rainwater, hail, snow or wind; • (d) earthquake or tsunami, • (h) escaping liquid, and it occurs no more than seventy two (72) hours after the insured event.	Any other erosion, subsidence, landslide or earth movement event.

You are insured against loss or damage caused directly by the following insured events	But not

(o) Damage caused by animals or birds.	Any damage caused by or resulting from:
	• any animal kept at the site,
	• rodents, vermin or insects, (at any stage of their life cycle),
	• any gnawing, chewing, pecking, clawing, scratching or in any way polluting or soiling;
	  ○ your contents in the open air, or
	  ○ any exterior part of your home, or
	  ○ any part of the interior of your home that is not fully enclosed and secured prior to and at the time of damage.
	  By secured we mean that there is no open door, window or screen that allowed the animal to enter.
	  Provided that this exclusion shall not apply in respect to damage by an animal (excluding insects, vermin or rodents) that gives rise to subsequent loss or damage caused by an insured event to your insured property caused by, for example, a fire, explosion or escaping liquid.
	  ○ any part of the interior of your home if you or the occupier has knowingly permitted an animal to enter your home.

You are insured against loss or damage caused directly by the following insured events	But not
(p) Deliberate or intentional acts	We will not cover loss or damage as a result of a deliberate or intentional act by you, a tenant or someone with your or a tenant's authority.

How we will pay Home

(a) At our option we will:

- 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.

You may choose to have the home replaced at another site, but we do not pay more than the sum insured.

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.

If part of a home is damaged by an insured event 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, eight (8) bathroom wall tiles are damaged. We would pay only the reasonable cost to repair or replace the eight (8) damaged tiles to a condition substantially the same as when new.

(In addition, we would pay for damage sustained in locating the leak under Insured event (h) in the table under the heading 'What you are insured against, and what you are not'.)

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.

Where materials that are required to settle a claim that we agree to pay are not commercially available in Australia, at our option, we will:

- replace the material with the nearest equivalent or similar new materials available in Australia or overseas, or
- pay the cost to replace the material with the nearest equivalent or similar new materials available in Australia or overseas.

Special benefit – Home sum insured safeguard

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

- 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.

This Special benefit applies only if:

(A) this Policy insures your home, and

(B) your home is so damaged by an event that is insured by this Policy that it is considered by us to be a total loss, and

(C) the cost to repair or replace your home is greater than your home sum insured because either,

  (i) the increased cost of repairing damage to your home was caused directly by a Catastrophic event, or

  (ii) you correctly used the QBE Home Building Sum Insured Calculator on the QBE Website located at www.qbe.com.au/isc to calculate your Home sum Insured and the calculator estimated an inadequate sum insured for your home, provided;

    - that you can demonstrate that you correctly used the QBE Home Sum Insured Calculator to determine your home sum insured, and
    - your home is substantially the same as when you used the QBE Home Sum Insured Calculator (for example, you have not added to nor extended your home), and
    - you have not reduced any sum insured that we have offered on any renewal invitation since you used the QBE Home Sum Insured Calculator.

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

This Special benefit only relates to the home. It does not apply to any other insured property, Policy section, Additional benefit or other Policy feature.

How we will pay Contents

(a) At our option we will:

- 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 them 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) **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.

(f) **Pairs and Sets**

A 'pair or set' means two (2) or more articles, the collective value of which exceeds the sum of their individual values. In the event of a total loss of any article or articles which are part of a pair or set, we agree to pay you - at your option, exercisable after the loss - the full amount of the value of such pair or set, and you agree to surrender the remaining article or articles of the pair or set to us.

If you elect not to surrender the remaining article(s) of the pair or set to us, then 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.

We will only pay the cost of replacing the item even though the pair or set to which it belongs is less valuable because it is incomplete.

(g) The maximum we pay on the following contents items is shown in the table below. You may obtain higher limits (except for cash) by having any of these items specified on your Policy Schedule. Additional conditions may be imposed, for example, it may be required to keep items in a safe when not being used. We will pay up to the amount specified for each item.

Contents where a maximum limit applies	Maximum limit
(a) Items of jewellery, gold or silver articles, furs, watches.	$5,000 per item and in total 25% of the sum insured for contents.
(b) Collections of stamps, money or medals.	$10,000 per collection and in total 25% of the sum insured for contents.
(c) Equipment, including business stock kept temporarily in the home, used by you or your family for earning income in your or their own business in the home other than equipment used as part of an office or surgery	$5,000
(d) 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	$1,500 per item up to $2,500 in total.

Contents where a maximum limit applies	Maximum limit
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 re-coding of devices or changing of vehicle locks.	
(e) Cash, coins, negotiable instruments or bullion.	$1,200 in total.
(f) Storm or flood damage to or theft of contents in the open air. Open air is restricted to the site and includes: • any area without a fixed covering such as a ceiling or roof that entirely covers a fully enclosed and lockable area or lockable structure, and • non lockable parts of the home. For example, the back yard would be considered the open air even if it is surrounded by a fence and has locked gates because it has no roof or ceiling.	The greater of: • $5,000, or • 8% of your unspecified contents sum insured, but this limit does not apply to spas or above-ground swimming pools saunas or spas.

Note:

Where an item could be classified under more than one (1) of the above maximum limits, (a) through to (f), the lower or lowest limit applies. For example, a piece of gold jewellery may be considered to be a work of art, however the jewellery sub-limit would be applied.

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. Premium is 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 a current valuation of $11,000. To replace the item with the closest, similar new item would cost $2,100. At the time of the loss, our enquiries 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.

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 personal 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.

Under 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 personal 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, personal injury or loss or damage to property arising from one (1) original source or cause as one (1) occurrence.

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

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

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

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

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

Additional benefits – Liability

The 'Motor vehicle liability' and 'Committee member of a social or sporting club' 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 personal 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,

We also insure you or any member of your family against claims for:

- death or personal injury caused by you or your family solely as a result of you or your family being passengers in a registered vehicle,
- death or personal injury caused by any registered vehicle if the occurrence causing the death or personal 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 1984* (Cth)).

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 exceeding $1,000 per year for holding the position.

The most that we will pay under this additional benefit in any one (1) 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.

Liability cover for the site continues following a home total loss

If your home is a total loss as the result of an insured event and your home Policy comes to an end, we will continue to provide you with this liability cover in relation to the site that your home formerly occupied until the earliest of:

- any construction commencing at the site,
- the sale of the site or any part of it,
- another Policy that includes liability cover being taken out in relation to the site,
- the commencement of construction of a home to replace the insured home at another site, or
- six (6) months from the date of the damage that caused the total loss, or, the Policy expiry date, whichever occurs later.

Expenses incurred in attending court

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

If you are:

• self employed or a working director, then 'income' means the gross daily income from such personal exertion after allowing for the costs and expenses incurred in deriving that income;

• an employee, then 'Income' means the gross daily income from personal exertion, excluding overtime payments, bonuses, commissions or allowances.

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

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, or unless the agreement is a lease agreement for your residential tenancy that complies with the relevant *Residential Tenancies Act* or similar,

(b) death of or personal injury to you or to any person who normally lives with you.

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

- has lived with you in your home as their primary residence for sixty (60) days or more out of any ninety (90) consecutive day period (irrespective of the commencement date of the Policy) during which there is an occurrence, or
- has lived with you in your home and intends or intended to use your home as their primary residence for sixty (60) days or more out of any ninety (90) consecutive day period (irrespective of the commencement date of the Policy) during which there is an occurrence,

(c) death of or personal 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 (other than a lift that exclusively services your home provided that your home is freestanding and solely occupied by you and your family), aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding four (4) metres in length (except canoes, kayaks, surfboards, surf skis or sailboards) or motorised watercraft that require registration in your state or territory,or, personal water craft (for example, Jet Skis),

(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,

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

- the garage sale is held at the site,
- the goods sold belong to you or your family or immediate family members that do not live with you,
- the goods sold are second hand domestic goods sold in domestic quantities,
- the sale does not form part of any business, trade or profession,
- the goods sold at the garage sale by you or your family have not been purchased for the sole purpose of re-sale, and
- you do not hold more than one (1) garage sale per period of insurance. (A garage sale over one (1) weekend would be considered as one (1) garage sale.),

(h) building work, construction or demolition of a building, including the home if the value of the work exceeds $100,000,

(i) death or personal injury to any person arising out of pregnancy or the transmission of any communicable disease by you or your family,

(j) the ownership of land, buildings or structures other than the home. 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,

(k) 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 unless the action was reasonable and to prevent or reduce loss, damage or injury to property or persons,

(l) the lawful seizure, confiscation, nationalisation or requisition of the property insured,

(m) destruction of or damage to property by any government or public or local authority,

(n) the ownership or use of any motor vehicle other than under the cover given by the 'Additional benefit – Motor Vehicle Liability',

(o) 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

(p) Gaining a personal profit or advantage that is illegal.

(q) A conflict of duty or interest..

What we will pay

(a) We pay up to $30,000,000 for any one (1) 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.

Section 4: 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.

The additional benefits will be paid in addition to the sum insured as listed on your Policy Schedule.

1. **Temporary removal of your contents**

If this Policy insures your contents in your primary residence, we also insure them:

- in a bank or safe deposit, or
- for a period of up to 180 consecutive days while you or any member of your family is residing in any dwelling or residential flat, boarding house, boarding school, hotel, motel, residential club, nursing home or hospital, anywhere in Australia;
- if they are sporting equipment which is stored within a club room
- if they are your or your family's student personal belongings including sporting equipment whilst you or your family are away from home attending school, college or university.

We also insure the unspecified contents that you temporarily entrust to someone else for no more than sixty (60) days, only for personal use at their address. We will not pay for claims:

- to contents that have been entrusted for more than sixty (60) days, or
- for cash, negotiable instruments,
- contents for which we impose a sub-limit under, 'How we will pay – Contents', or
- portable electronic equipment (such as portable computers or mobile phones) that have been entrusted.

We also insure your contents when they are being carried by you or your family anywhere in Australia, excluding any cover for theft (apart from any cover under 'Additional benefit 2 – Robbery away from home').

Under this additional benefit we do not pay for any loss or damage to:

(a) contents in a vehicle, caravan, tent, watercraft or aircraft as a result of storm, flood, rainwater, wind or impact by a vehicle;

(b) property used in connection with a profession, trade or business

(c) accessories and spare parts for motor vehicles, motor cycles, mini-bikes, caravans, trailers, watercraft, golf buggies, mobility scooter, surfboards, sail boards, surf skis, kayaks and canoes.

We pay up to 25% of the sum insured under contents on the Policy Schedule, however the sub-limits will also apply as set out in the table under 'How we will pay – Contents' point (g). (Contents temporarily entrusted are not insured if a sub-limit applies).

Contents are not covered for loss or damage if you have permanently removed them from the home, other than as provided under 'Additional benefit 9 – Change of site'.

2. **Robbery away from home**

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

We will insure your handbag and/or wallet and personal effects contained in them if you are assaulted and robbed of your handbag and/or wallet while you are away from your home, if:

(a) you (or if you are hospitalised, you or someone on your behalf) report the incident to police as soon as possible, or in any event within twenty four (24) hours of the assault, and

(b) you can demonstrate evidence of an assault.

The maximum we will pay under this additional benefit is:

(a) for the handbag or wallet, up to $300 each,

(b) for personal effects contained in the handbag or wallet, excluding cash and negotiable instruments, up to $300,

(c) for cash or negotiable instruments contained in the handbag or wallet, up to a maximum of $400,

(d) a total of $1,000 in any period of insurance.

3. **Fees**

If this Policy insures your home, and:

- it is damaged as a result of an insured event, 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.

4. **Removal of debris**

If this Policy insures your home, and:

- it is damaged as a result of an insured event, 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 is caused directly by a fallen tree that has, as a result of the insured event, become 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:

(a) we agree that the remaining tree or branch is unsafe,

(b) the remaining tree or branch only became unsafe as a direct result of the insured event causing damage to the tree, and

(c) 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:

(a) 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

(b) not removing the stump would interfere with repairing or replacing the damaged part of the home required to settle your claim.

We will also pay the cost of removing and disposing of the fallen tree or parts and treatment of the stump to prevent regrowth.

If this policy insures your contents, we pay the reasonable costs of removal of contents debris from the site to the nearest authorised facility.

5. **Extra costs of reinstatement**

If this Policy insures your home, and it is damaged as a result of an insured event 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.

The most we will pay is $25,000. In addition, if you have not exhausted the sum insured, we will pay up to the remaining balance of the sum insured.

6. **Illegal use of credit card or financial transaction card**

If this Policy insures your contents in your primary residence and a credit, debit, stored value card or financial transaction card or mobile SIM card is lost or stolen, or used fraudulently on the internet 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.

7. **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 guests, employees, exchange students or visitors temporarily living with you at the site if they are lost or damaged.

If this Policy insures your contents in your primary residence we also insure money or negotiable instruments up to $1,000 in total belonging to any guests, employees, exchange students or visitors temporarily living with you at the site if they are lost or damaged.

We do not pay for visitors' contents that are insured under another Policy taken out by someone other than you or your family.

8. **Replacement of locks and keys**

We pay up to $1,500 to replace/alter locks or keys, if:

- locks to your home are damaged, or
- keys to your home are stolen or you have reason to believe that they have been duplicated.

9. **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 sixty (60) days. The most we will pay in total is the sum insured shown on your schedule.

You must tell us of your new address within sixty (60) days of first moving to it. If you wish to insure your contents at your new address after that sixty (60) days we must agree to insure them at that address.

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 if they are 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,
- flooding of the conveying vehicle,

while your contents are in transit by land to:

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

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,
- outside Australia.

11. Contracting purchaser

If you have entered into a contract to sell your home, we will extend your home cover under the Policy to the purchaser until:

- the contract settlement date; or
- the purchaser insures the home;

whichever happens first.

This cover will stop immediately if:

- the sale contract is terminated;
- your home insurance comes to an end.

12. Trees, shrubs and plants

If this Policy insures your home, we pay up to $1,000 for loss or damage to any one (1) tree, shrub or plant up to $5,000 in total in any one (1) period of insurance caused directly by an insured event other than storm or flood, or other events connected to the weather.

13. Veterinary expenses for domestic cats and dogs

If you have insured your buildings and/or contents, we pay the reasonable veterinary expenses incurred by you if your pet, normally kept at the site, is accidentally injured or killed as a result of a road accident, fire, lightning, earthquake, burglary or attempted burglary.

We will not pay:

- more than $1,000 in total in any one (1) period of insurance,
- costs or expenses resulting from the physical loss or theft of an animal,
- 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 business, occupation or commercial activity, including but not limited to guard dog services or commercial breeding, 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.

14. Taxation audit

If you have insured your buildings and/or contents, we will pay or reimburse you for accountants 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 (1) 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,
- any fees in relation to any Self Managed Superannuation Fund (SMSF) audits
- 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 leading to a tax shortfall penalty or imposition of additional tax exceeding 25%

15. Legal defence costs

If you have insured your buildings and/or contents, we will pay or reimburse you for your legal fees, costs, and expenses which you reasonably incur in legal proceedings initiated by you or 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 most we will pay during any one period of insurance is $5,000. This limit does not apply to legal costs which are payable under the Legal Liability section of this policy.

We do not pay or reimburse for proceedings or claims:

- for or relating to fines, penalties, punitive damages,
- any award of damages against you,
- any matter arising out of your business or profession or the conduct of any activity carried on by you or your family for reward except letting the home for domestic purposes or babysitting on a casual basis,
- any alleged or actual road traffic offence or boating offence committed by you,
- any criminal charge or prosecution brought against you,
- 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, misconduct,
- for or relating to defamation or slander,
- 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.

16. 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.

17. 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 or malicious damage or acts of vandalism from your home if:

- there is evidence of forcible or violent entry, or there is evidence of malicious damage or acts of vandalism
- 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 twenty four (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.

18. Replacement of documentation

We will pay to reinstate, reproduce or restore your documents and the information contained in them if the documents are destroyed or damaged while contained at the site or in a security vault. This includes the information contained in the documents.

19. New replacement residence – Temporary cover

If this Policy insures your home, we will provide cover for the carpets, curtains and internal blinds and other contents items included in the contract for the purchase of an additional residential building when you purchase it, for a maximum of forty two (42) days from the date you sign a contract of purchase. The amount of cover provided is limited to the sum insured on your home shown on your Policy Schedule. We only provide this cover when the residential building is replacing the home on your Policy Schedule as your primary residence.

If this Policy insures your home, we will provide cover for the carpets, curtains and internal blinds and other contents items included in the contract for the sale of the home when you are selling it, for a maximum of forty two (42) days from the date you sign a contract of sale. The amount of cover provided is limited to the sum insured on your home shown on your Policy Schedule.

20. Building materials

If this Policy insures your home, which is your primary residence, we will pay up to $2,000 in any one (1) 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 home at the site. (We do not insure soil, sand, gravel, bark or mulch or any similar materials.) We do not cover any gas or electrical appliances unless they are in a locked and fully enclosed building where those items are not visible from the outside of the building.

21. Accidental damage extension for your home and contents in the home

If you have insured your buildings and/or contents, we insure you for physical loss or damage caused by accidental damage to your home, contents or both, depending which you have insured, that is not insured under the insured events (a) to (p) listed under, 'Section 2: Cover for your Home & Contents – Insured events'. Your contents, if you have insured them, are only insured under this additional benefit whilst they are contained inside the home.

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

Under this 'Accidental damage' additional benefit, we do not insure;

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

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

How we will pay

For this additional benefit, we will pay on the same basis as under 'Section 2 – How we will pay', however, we will not pay the first $5,000 for each occurrence for accidental damage. (Under this additional benefit, occurrence means all accidental damage caused by any original source or cause.) You must pay the first $5,000 of each claim that we agree to pay for any accidental damage. The excess will be applied to each and every claim, whether or not separate instances of loss or damage are submitted at the same time.

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

22. **Loss of rent or temporary accommodation**

We pay the following benefit if your home is so damaged by an insured event that it cannot be lived in or let to tenants:

If this Policy insures your home

Where the home is your principal place of residence we pay up to $20,000 or 20% of the sum insured for your home, whichever is the higher, for:

(a) loss of rent or rentable value if the home is tenanted or is between tenants at the time the loss or damage occurred,

(b) additional cost of:
- reasonable temporary accommodation expenses for the period in which you are unable to live in your home,
- additional living expenses;

We will also pay for up to $1,000 for emergency accommodation of your pets.

If this Policy insures your contents

We pay up to $20,000 or 20% of the sum insured for your contents, whichever is the higher, for:

(a) loss of rent or rentable value if the home is a strata title residence and it is tenanted or is between tenants at the time the loss or damage occurred,

(b) additional cost of:
- reasonable temporary accommodation expenses for the period in which you are unable to live in your home,
- additional living expenses,
- emergency storage of your contents,
- emergency accommodation of your pets,

where you are a tenant or strata title owner permanently residing in the home.

Forced evacuation by Government Authority

If this Policy insures the home , and your home cannot be lived in because:
- a Government Authority prohibits you from using it
- of damage to a home, strata title property, road or street;
- of a burst water main;
- of bomb threat or bomb damage;
- of street riot;
- of lift malfunction at the insured address (and you have a medical certificate stating you must use a lift);
- emergency services refuse you access to your home or unit or evacuate you for safety reasons,

then if you own and live in your home or unit, we will pay your reasonable temporary accommodation costs for up to 60 days.

If this Policy insures your contents, if you cannot access your home or unit because of one of the following incidents:
- damage to a home, strata title property, road or street;
- burst water main;
- bomb threat or bomb damage;
- street riot;
- lift malfunction at the insured address (and you have a medical certificate stating you must use a lift);
- emergency services refuse you access to your home or unit or evacuate you for safety reasons,

then:

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

If this Policy insures the home that you let to tenants, and if your home cannot be lived in because:

- a Government Authority prohibits the use of it
- of damage to a home, strata title property, road or street;
- of a burst water main;
- of bomb threat or bomb damage;
- of street riot;
- emergency services refuse access to your home or unit or evacuate it for safety reasons,

we pay any resultant rent lost. We pay up to a maximum of 20% of the sum insured for your home for loss of rent or rentable value if the home is tenanted or is between tenants at the time the loss or damage occurred.

We do not cover loss due to cancellation of a lease or agreement including if a tenant decides to leave without giving proper notice.

Under this additional benefit 22., we do not pay for:

(a) loss of rent if the home has been untenanted for sixty (60) (or more) consecutive days immediately before the loss,

(b) any rent lost outside the period of untenantability,

(c) any rent lost later than twelve (12) months after the damage occurs.

23. **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.

24. **Inflation adjustment**

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

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

25. **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 $15,000 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 accident at the site,

if the event that caused the death was an accident within the buildings. We do not pay in any one (1) period of insurance more than $15,000 in total under this additional benefit.

26. **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 insured 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 $25,000 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.

27. **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.

28. Environmental upgrade benefit

Applicable only when this policy insures your home

If we agree that your home is a total loss as the result of an insured event, and we have agreed to rebuild your home, we will pay up to a maximum of $7,500 of the cost to you, after the deduction of any rebate to which you are entitled under any government or council scheme to install any of the following;

- Rain water tank.
- Solar power system (solar hot water heating system or photo-voltaic electricity system).
- Hot water heat exchange system.
- Grey water recycling system.

A rain water tank includes the tank and necessary pump, wiring, foundations, stand, pipes and installation costs.

A solar power system includes any photo-voltaic or solar panels and necessary water tank, pump, wiring, supporting framework, inverter, electricity meter, ducting, pipes and installation costs.

A hot water heat exchange system includes the heat exchange system and necessary wiring, stand, pipes and installation costs.

A grey water recycling system includes the recycling system, wiring, pipes and installation costs.

Applicable only when this Policy insures your contents

If we agree to pay a claim for one (1) of the following items;

- refrigerator,
- freezer,
- washing machines,
- clothes dryers,
- dishwashers,

and it is beyond economic repair, and it had an energy star rating of less than three (3) stars, then we will replace the item with an equivalent item that has an energy rating of at least three (3) stars.

29. Freezer or refrigerator breakdown

If your freezer or refrigerator breaks down, we will pay for the loss of any frozen or refrigerated food or medicine. We will also pay for loss of any frozen or refrigerated food or medicine caused by accidental damage to the freezer or refrigerator or by the failure of the electricity supply, or by contamination of any refrigerant or oil used in the refrigerator or freezer.

30. **Contents in commercial storage**

If your contents are covered under this policy, we will cover your contents for loss or damage while they are in a commercial storage facility in Australia up to the total contents sum insured, as listed on your Policy Schedule. You must tell us that your contents are in a commercial storage facility before they are put into storage and we must have agreed to cover them. If we have agreed to cover your contents in a commercial storage it will be listed on your Policy Schedule. We will not cover jewellery, money or negotiable instruments.

31. **Fire brigade**

We will pay up to $500 for the reasonable costs you have to pay the fire brigade or a similar authorised organisation to attend and protect your buildings or contents against an actual fire or other emergency.

32. **Protection from further damage**

We will pay reasonable expenses to protect your buildings or contents from further damage following damage we have agreed to cover.

33. **Counselling**

If your home is insured by this Policy as your primary residence or this Policy insures your contents in your primary residence, and you or a member of your family require counselling as a direct result of an insured event at the site, we will pay up to $1,500 for this professional service.
We do not insure you or your family for any payment that would contravene any legislation, including but not limited to the *Private Health Insurance Act 2007 (Cth).*

34. **Identity fraud**

If this Policy insures your contents in your primary residence 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 unauthorised use. Our liability under this additional benefit 20. 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 of 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 notarising 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

or 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,
- business interruption in relation to any business.

Claims are only payable under this additional benefit 20 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.

Section 5: 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.
3. Malicious damage and theft by tenants, tenant's visitors or family.

1. Valuables

If you have selected and paid for this valuables option, we insure you and your family against accidental loss or damage to unspecified or specified valuables items:

- that happens anywhere in Australia or New Zealand, or
- that happens within 100 consecutive days after you leave Australia.

You can choose to insure your valuables as either:

- unspecified valuables, or
- specified valuables.

Your Policy Schedule indicates whether you have chosen this option and whether you have selected unspecified valuables or specified valuables. You can select unspecified valuables without having to specify individual items. If you select unspecified valuables, you are required to nominate a total unspecified valuables sum insured. If you select unspecified valuables, you are required to nominate a total unspecified valuables sum insured. Each individual item is then insured for a maximum of the lower of that nominated sum insured, or, $5,000.

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 insure

What are valuable items:

- jewellery and watches,
- items that contain gold or silver (this does not include items thinly covered with gold or silver),
- collections of stamps, money or medals
- sporting equipment and tools, except while in use or play,
- camping equipment, back packs and sleeping bags,
- photographic equipment including video equipment,
- musical equipment not used for earning income,
- battery operated sound equipment,
- binoculars and telescopes,
- clothing,
- wheel chairs, crutches and walking sticks, motorised golf carts and ride on mowers, none of which require registration;
- prams or strollers,
- luggage,
- bicycles
- personal mobile cellular phones, portable computers,
- hearing aids, contact lenses, eye-glasses,
- surfboards, windsurfers, surf skis, kayaks and other watercraft that are less than 4 metres and do not require registration under state or territory legislation;
- other personal belongings specifically designed to be worn or carried on the person
- Special valuable and personal items which are specified on your Policy Schedule.

What are not valuable items

The following items are not covered under this valuables option:

- motor vehicles (including motor cycles and motor scooters), caravans, trailers, aircraft, aerial devices, watercraft more than four metres long or anything associated with these items,
- watercraft less than 4 metres long that require registration under state or territory legislation;
- personal watercraft (for example, jet skis);
- unset precious or semi-precious stones,
- items thinly covered with gold or silver

How much we will pay for loss or damage

(a) At our option we:

- repair the damaged item, or
- 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.

This means:

- if the loss or damage is to unspecified valuables, we will pay up to the total sum insured for unspecified valuables. Each individual item is insured for a maximum of, the lesser of the total unspecified valuables sum insured, or, $5,000. (If you have items, pairs, sets or collections that are worth more than $5,000, you can insure them under Specified Valuables).

- for specified items, we will pay up to the sum insured shown on the 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**
In the event of a total loss of any article or articles which are part of a pair or set, we agree to pay you - at your option, exercisable after the loss - the full amount of the value of such pair or set, and you agree to surrender the remaining article or articles of the pair or set to us.
If you elect not to surrender the remaining article(s) of the pair or set to us, then 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.
We will only pay the cost of replacing the item even though the pair or set to which it belongs is less valuable because it is incomplete.

2. Domestic workers' compensation

(Applicable only in States or Territories where 'Domestic workers' compensation' can be offered in conjunction with a Home and Contents Policy.)

Your Policy Schedule indicates whether you have chosen this option.

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.

When this cover is provided, the underwriter is: QBE Insurance (Australia) Limited ABN 78 003 191 035.

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

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

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

Any payment we make will be reduced by an amount equal to four (4) weeks rent, or $500, whichever is the greater.

'Malicious damage by tenants, tenant's visitors or family' means a wrongful act by a tenant, tenant's visitors or family motivated by malice, vindictiveness or spite with the intention of damaging the property.

There is no cover for:

- damage occurring during or as a result of any maintenance, repairs or attempted repairs carried out by the tenant or anyone acting on their behalf;
- damage caused by the failure of your tenant to control their children;
- damage caused by pets belonging to your tenant;
- accidental damage or accidental loss or any scratching, denting, chipping, rubbing or chaffing.

Section 6: 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 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 $6,000 was stolen from the home and it has not been specified, the $5,000 per item jewellery sub-limit would apply. If a $500 excess was applicable, this would be applied to the $6,000 claim, rather than the $5,000 sub-limit. Therefore, $5,000 would be payable.

If the ring had been specified for $6,000, we would pay $5,500 – the $6,000 claim less the $500 excess.

If the stolen ring was worth only $1,000, we would pay $500 – $1,000 less the $500 excess.

For earthquake and tsunami claims the excess is $250, or the excess amount shown on your Policy Schedule, whichever is greater. All loss, destruction or damage occurring within a period of seventy two (72) hours of the earthquake is regarded as the one (1) event.

For the 'Accidental damage extension - Additional benefit 21', the excess is $5,000.

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.

Section 7: When you are not covered (General exclusions)

These general exclusions apply to all sections of 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 of the day 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) of the day or de facto, and which:
   - involves violence against one (1) 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.

Sanctions limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

Additional exclusions applying to this Policy

These Additional exclusions apply to cover for your home, contents, legal liability, additional benefits and valuables or malicious damage by tenants, tenant's visitors or family (if you have chosen these options).

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,
- the deliberate application of heat (for example, this would include where an element under or forming part of a ceramic cook-top causes damage to the cook-top),
- inherent defects, structural defects, faulty workmanship, faulty design.

  However, we will pay for resultant loss or damage that is caused directly by an insured event if you did not know about (or could not reasonably have known about) the defect, faulty design or faulty workmanship at the time of the loss. Under no circumstances will we repair the inherent defect, structural defect, faulty workmanship or faulty design that caused the loss, nor any loss that is caused by the inherent defect, structural defect, faulty workmanship or faulty design that is not caused directly by an insured event. For example, if there is evidence that a defect previously caused damage, we will not pay any claim for further damage by an insured event arising from this defect.
  For example; A previous owner had electrical wiring installed that was faulty and there was no way that you could have known about this. The faulty wiring causes fire damage. We would cover the damage caused by the fire. We would not pay to replace the faulty wiring. If you knew, or could have reasonably known that wiring was faulty at the time of the fire, then we would not pay for loss or damage caused by the fire.
  Another example; A claim is made for water damage from a leaking roof. Upon investigation, it is discovered that there

is evidence that the roof had leaked numerous times before due to faulty workmanship. If you could have reasonably known of the defect, no claim would be payable to repair the defect or the water damage.

- any gradual process.,
- wear, tear, rust, corrosion, depreciation or gradual deterioration,
- fungus, mildew, mould, algae, atmospheric or climatic conditions (other than as described under insured event, (b) 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,
- mechanical, electrical or electronic breakdown with the exception of fusion to electric motors as described under insured event (k) or as the result of a lightning strike under insured event (c) or as the result of power surge to domestic appliances under Insured event (m) (under 'Section 2: Cover for your Home and Contents – Insured events'),
- loss of or damage to electronic data caused by electronic or mechanical derangement or malfunction or by a virus, or processing error,
- any consequential loss other than that specifically provided by this Policy,
- any process of cleaning involving the use of chemicals,
- rodents, vermin, or insects (at any stage of their life cycle). For example: If a mouse was to chew though an electrical wire, which led to a fire, the damage caused directly by the fire would be covered by this Policy under insured event (a), however any damage caused by the mouse's chewing would not be covered by this Policy.
- erosion, subsidence, landslide or earth movement other than as provided in insured event (n)
- the action of the sea, high water, tidal wave.

(c) loss or damage to:

- sporting equipment while in use or play
- bicycles while they are being used for any competition or contest including racing, pace-making, time trial or hill climb
- items for sale on consignment

(d) any loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, resulting from, arising out of or in connection with any contagious or communicable animal disease.

Section 8: General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

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'.

Assistance and co-operation

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
- Be truthful and frank
- Not behave in a way that's abusive, dangerous, hostile, improper or threatening
- Co-operate fully with us, even after we've paid a claim.

Burglary protection

If any required burglary protection is noted on your Policy Schedule, we have agreed to insure your home and contents only if those burglary protection devices are installed.

If any of these devices is removed, altered, or left inoperative while you are absent from the site for more than 24 hours, without our prior consent, we may have the right to:

- decline, or
- reduce

a claim to which this action contributes.

Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor. At all times, you must:

- Prevent damage to property insured, as well as to others and their property
- Minimise the cost of any claim under your Policy
- Comply with all laws.

Changes to your circumstances

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 include:

- you are having renovations undertaken,
- the home is left vacant or unoccupied for a period exceeding one hundred (100) 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).

Other interests

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

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

Other party's interests

You must tell us of the interest of all parties (eg financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule.

Strata title mortgagee's interest

This cover applies only if you have arranged this Policy to insure only the interest of a mortgagee in a strata title unit.

This cover only applies when you own part of a building that has been subdivided into strata, community or similar title units and you have a mortgage on that part of the building.

We will pay the mortgagee the lowest of:

(a) the sum insured shown on the Policy Schedule,

(b) the amount to repair the damage to a condition similar to but no better than when new,

(c) if the body corporate (or similar) partially covers the loss, then the difference between what the body corporate insurance pays and the cost of the damage, or

(d) the amount sufficient to discharge the mortgage held by you over the unit at the date of damage.

We pay only that part of the claim that applies to the interest of the mortgagee.

We only pay a claim if:

(a) a claim would be payable under insured events (a) to (j) of this Policy (and not subject to any exclusion or other limitation in the Policy),

(b) the Policy of the body corporate or similar does not apply or only partially covers the loss, and

(c) the mortgagee requires you to discharge your mortgage.

If you have arranged this Policy to insure only the interest of a mortgagee in a strata title unit:

(a) no additional benefits are payable under this Policy,

(b) no legal liability cover is provided, and

(c) no optional covers are provided.

Unoccupancy

If your home is unoccupied for more than one hundred (100) consecutive days, you must tell us and obtain our written agreement for cover to continue.

If you do not do so, the cover for home and contents is limited to lightning, thunderbolt, riot and civil commotion, damage directly caused by impact by a vehicle, aircraft, waterborne craft, space debris, rocket, satellite, or a branch, tsunami and earthquake for the period in excess of one hundred (100) consecutive days during which the home has been left unoccupied. However, we do not insure you against any subsequent resultant damage such as rainwater entering any opening made by impact or looting subsequent to a riot.

The period of one hundred (100) consecutive days is calculated from the date when the home was last occupied regardless of the commencement or renewal date of the Policy.

Section 9: Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

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,

In an emergency outside normal business hours you may ring our emergency service on 1800 023387 for assistance.

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 Wording 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 (1) 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.

Contribution & other insurance

You must notify us of any other insurance which will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether effected by you or by any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

GST

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- Your ABN
- The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

Lifetime guarantee on home repairs

We guarantee that if we have:

- selected and directly authorised or arranged for a repairer to replace, repair or rebuild your home, and
- paid, or have a legal liability to pay, the supplier, repairer or builder directly for this work,
- and a defect arises in the lifetime of your home as a result of poor quality workmanship or use of incorrect or poor quality materials,

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

We will also handle any complaint about the quality or timeliness of the work or conduct of the repairer as part of our complaints handling process.

This guarantee does not apply to:

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

Preventing our right of recovery

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your Policy, we won't cover you for that loss, damage or liability.

Providing proof

You must be able to prove to us you've suffered a loss covered by your Policy before we'll pay you for it. We may ask you for this proof if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following:

- receipts or other confirmation of purchase;
- valuations; and
- photographs of items in the home.

Salvage

We're entitled to obtain and retain any items or materials 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, provided you agree to pay market price .

Subrogation, recovery action & uninsured loss

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

Section 10: Other terms

These other terms apply to how your Policy operates.

Cancelling your Policy

You can cancel your Policy at any time by telling us. If there are other people named as insured on your Policy, we only need a request to cancel it from one of you.

We may cancel your Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date) by informing you in writing.

We'll give you notice in person or send it to your address (including an electronic address) last known to us.

If you've paid your premium in advance, we'll refund you the proportion of the premium for the remaining period of insurance, less any administration fees.

Changing your Policy

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

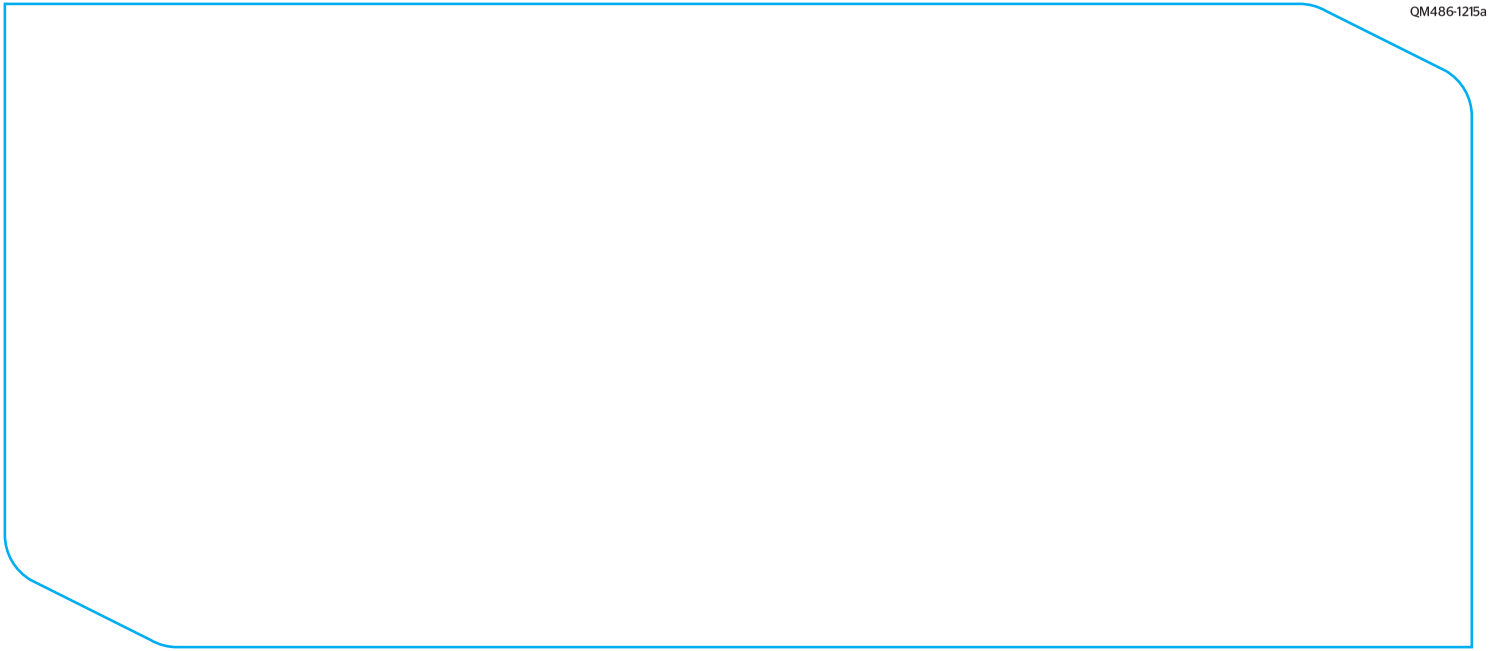
Joint and co-insureds

If more than one person is insured under your Policy, we'll treat a statement, act, omission, claim, request or direction by that person as having been made by all insured.

We only need a request from one person insured to cancel or change your Policy.

Notices

Any notice we give you will be in writing, and will be effective once it's delivered to you personally or to your last known address (including when it's an electronic one).

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

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