

# Supplementary Product Disclosure Statement

SPDS Edition 1

## Changes to Your PDS

This Supplementary Product Disclosure Statement (SPDS) is an update to the **WFI Private Plan Product Disclosure Statement** (Preparation date: 14 May 2021) version WFIPPLPDS 07 0521 (PDS). This SPDS should be read with Your PDS and any other applicable SPDS. These documents together with your Certificate of Insurance make up the terms and conditions of Your insurance contract with Us. Your current Certificate of Insurance outlines the cover You have chosen.

This SPDS was prepared on 21 July 2021 and applies to all WFI Private Plan policies with a new business effective date on or after 4 October 2021, or with a renewal effective date on or after 4 October 2021.

## Change 1: Amendment to Our Complaints Handling Procedures

Your PDS is amended by deleting all of the terms under the heading 'Our Complaints Handling Procedures' within the 'Important Information applying to all policies' section on page 8, and replacing those deleted terms with the following new terms:

We will always do Our best to provide You the highest level of service but if You are not happy or have a complaint or dispute, here is what You can do.

If You experience a problem or are not satisfied with Our products, Our services or a decision We have made, let Us know so We can help.

Contact your local representative, call us on 1300 934 934 or go to our website for more information: [WFI.COM.AU](http://WFI.COM.AU).

We will try to resolve complaints at first contact or shortly thereafter.

If We are not able to resolve Your complaint when You contact Us or You would prefer not to contact the people who provided Your initial service, Our Customer Relations team can assist:

Free Call: 1800 045 517

Free Fax: 1800 649 290

Email: [Customer.Relations@iag.com.au](mailto:Customer.Relations@iag.com.au)

Mail: Customer Relations Reply Paid 89824

Sydney NSW 2001

Free post (no stamp required)

Customer Relations will contact You if they require additional information or have reached a decision. Customer Relations will advise You of the progress of Your complaint and the timeframe for a decision in relation to Your complaint.

We expect Our procedures will deal fairly and promptly with Your complaint. If You are unhappy with the decision made by Customer Relations You may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist You:

Free Call: 1800 931 678

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

Mail: Australian Financial Complaints Authority

GPO Box 3 Melbourne VIC 3001

Visit: [www.afca.org.au](http://www.afca.org.au)

Further information about Our complaint and dispute resolution process is available by contacting Us.

## Change 2: Amendment to the Privacy complaints process

**Your PDS is amended by deleting all of the terms under the subheading 'Complaints' within the 'Important Information applying to all policies' section on page 9, and replacing those deleted terms with the following new terms:**

If You have a complaint regarding Our management of Your privacy You may access Our 'Complaints Handling Procedures' by contacting Us. Your complaint will be reviewed by Our Privacy Officer. If the Privacy Officer cannot resolve Your complaint then it will be escalated to our Customer Relations team who will make a final decision.

We will also inform You of Your right to take this matter to the Office of the Australian Information Commissioner (OAIC) together with contact details and the time limit for applying to the OAIC. In addition, if You have not received a response of any kind to Your complaint within a reasonable time, then You have the right to take the matter to the OAIC.

The OAIC is the statutory body given the responsibility of complaint handling under the Act. The OAIC is independent and will be impartial when dealing with Your complaint. The OAIC will investigate Your complaint, and where necessary, make a determination about Your complaint, provided Your complaint is covered by the Act. You have 12 months from the date You became aware of Your privacy issue to lodge Your complaint with the OAIC. The contact details of the OAIC are:

Office of the Australian Information Commissioner

Post: GPO Box 5218, Sydney NSW 2001

Phone: 1300 363 992

Website: [www.oaic.gov.au](http://www.oaic.gov.au)

Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

You also have a right in limited circumstances to have Your privacy complaint determined by the Australian Financial Complaints Authority (AFCA). The AFCA can determine a complaint about privacy where the complaint forms part of a wider dispute between You and Us or when the privacy complaint relates to or arises from the collection of a debt.

You can access the AFCA dispute resolution service by contacting them through the avenues detailed in 'Our Complaints Handling Procedures'.

## **Change 3: Amendment to the Motor Vehicle 'Comprehensive' cover No Claim Bonus**

**Your PDS is amended by deleting the following paragraph contained under the 'No Claim Bonus' sub-heading on page 49:**

The No Claim Bonus discount will not apply to the premium relating to Optional benefits, Caravan annexe and contents cover, and may not apply to some Additional benefits under this Motor Vehicle policy.

**Your PDS is also amended by replacing the above deleted paragraph with the following new paragraph on page 49:**

The No Claim Bonus discount may not apply to the premium for Optional benefits, caravan annexe and contents cover, some Additional benefits or any additional premium paid, if applicable, to include or amend cover for any dangerous goods extension, windscreen excess removal, motor standard excess removal, private motor standard excess removal, motorcycle or caravan standard excess removal, that may be available under this Motor Vehicle policy.

Insurer  
Insurance Australia Limited  
ABN 11 000 016 722 AFSL 227681  
trading as WFI

# PRIVATE PLAN Product Disclosure Statement

Date of preparation: 14 May 2021



Good people to know.





# How the Private Plan works

Date of preparation: 14 05 2021

## About the insurer and WFI

The insurer for this Private Plan is Insurance Australia Limited (ABN 11 000 016 722) trading as WFI (WFI) whose contact details are:

Telephone: 1300 934 934

Post: Locked Bag 1,  
Bassendean DC WA 6942

Email: info@wfi.com.au

WFI is an Australian Financial Services Licensee (AFSL No. 227681) authorised to issue, vary and cancel general insurance products and provide general financial product advice in relation to general insurance.

The Private Plan consists of eight different policies You can choose from, covering a wide range of risks.

This approach gives You great flexibility as You can arrange Your insurance to meet Your particular needs.

It also means that if Your circumstances change and You need more extensive insurance, it is easy for You to add another of the policies to Your Plan.

Insurance against liability for workers' compensation is compulsory for employers throughout Australia. Apart from the Domestic workers policy (which We only offer in Western Australia), this Plan does not insure Your liability for workers' compensation nor does it include insurance cover for a range of other risks You might want to insure or protect Yourself against. You need to determine whether this is the case and make sure You are appropriately protected.

Any advice We or Our representatives provide is general advice only and does not take into account Your personal objectives, financial circumstances or needs. Before You decide to acquire any of the policies, You should carefully consider the appropriateness of the policies having regard to Your objectives, financial situation and needs.

## Understanding the significant features and benefits

To properly understand the significant features and benefits of each of the policies, You need to:

- read the:
  - Important information (pages 4 to 10)
  - General conditions (pages 11 to 12)
  - General Exclusions (pages 13 and 14)
  - General Definitions (pages 15 and 16)which apply to all policies; and
- read the policy wording – it tells You:
  - what the policy insures
  - what the policy does not insure
  - what We pay for a claim
  - any additional benefits We provide
  - any optional benefits We offer
  - any special conditions We apply
  - any special meanings We apply to words used in that policy.

There is an index on the front of each of the policies for easy reference.

## Policies You can choose from

<b>Classic home policy</b> p17	<b>Standard home policy</b> p26	<b>Personal legal liability</b> p37	<b>Personal valuables policy</b> p40
<b>Domestic workers (WA only)</b> p43	<b>Motor vehicle policy</b> p45	<b>Pleasure boat policy</b> p53	<b>Personal accident and illness</b> p57

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## Our words

To make sure You can readily understand Your rights and obligations, We have written this Plan in plain English. For easy reference, We have capitalised the first letter of each word which We define in Our 'General definitions' (which apply to all policies), and in Our 'Special definitions' found at the end of each policy (which apply only to words used in that particular policy). Where a word is defined in both the 'General definitions' and in the 'Special definitions', the 'Special definitions' meaning will take precedence for that policy only.

Words capitalised in headings do not have definitions.

All of the other words in this Plan have the meanings set out in the Macquarie Dictionary (current edition) so that You can easily find out what they mean.

A reference to the singular includes the plural and vice versa, unless the context otherwise requires.

## Applying for insurance cover

You must apply to Us for insurance cover and meet Our relevant eligibility criteria before cover will be provided. It is also important You understand how We manage Your personal information which We tell You about in Our 'Privacy' information on pages 8 and 9.

Where We have agreed to issue You with insurance, We will:

- identify the policies You want and matters particular to them (e.g. the property You want to cover, the limits You may want for certain covers, any excesses that may apply and any variations required to the standard terms).

We pay up to the sum insured or other limits specified in relation to the policies and their covers. It is important that You make sure these amounts suit Your needs. If You do not do this some of Your loss might not be insured.

- identify the Period of Insurance during which Your policies will operate.
- inform You what policies We are able to offer You and the total premium You need to pay for Your policies (see 'The cost of Your insurance' on this page).

The above details are recorded in the Certificate of Insurance We issue to You. You need to read it carefully to ensure You are happy with the cover provided and check that the details are correct. You should keep the Certificate of Insurance and the policy documents in a safe place.

## The agreement between You and Us

We only provide You with insurance under those policies for which We issue You with a Certificate of Insurance and only for the Period of Insurance shown on the Certificate of Insurance. The insurance provided under any of Our policies is also subject to Our General conditions and General exclusions, together with provisions shown on the Certificate of Insurance issued to You.

Subject to what We tell You on this page about excesses, if a provision shown on the Certificate of Insurance is inconsistent with a provision contained in the policy to which it relates then, to the extent of the inconsistency, the provision shown on the Certificate of Insurance prevails.

## The cost of Your insurance

We determine the base premium by considering a number of criteria.

When You apply for insurance cover We ask You to provide information about Your personal risk situation relevant to each policy, such as:

- the type of property being insured and its size, construction, use and where it is located; and
- the type(s) and amount(s) of cover You require, excess levels and the period for which You want the cover (where this is optional); and
- Your relevant claims and insurance experience.

Factors that increase the risk to Us generally increase the premium (e.g. higher sums insured or a high claims experience) and those that lower the risk generally reduce the premium (e.g. lower sums insured, higher excesses or a low claims experience). If You have any queries about this You can ask Us when You apply for cover.

If You pay for Your policy by instalments, Your total premium will be higher than if You pay annually.

Your premium, including any discounts You may be eligible for, are subject to minimum and maximum premiums. We consider the minimum and maximum amounts We are prepared to sell the policy for and may adjust Your premium to ensure it does not fall outside that range. Any discounts will be applied to Your policy, only to the extent any minimum premium is not reached. This means that any discount You may be eligible for may be reduced. When We determine Your premium on renewal, We may also limit any increases or decreases in Your premium by considering factors such as Your previous year's premium amount.

Your premium also includes amounts that take into account Our obligation (actual or in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to Your policy(ies). We show the amounts on Your Certificate of Insurance. Where We are required to pay an estimated amount (e.g. for a Fire Services Levy) based on criteria set by the government, We allocate to the policy Our estimate of the amount We will be required to pay. We may over or under recover in any particular year but We will not adjust Your premium because of this. You can obtain further information on Our website [www.wfi.com.au](http://www.wfi.com.au).

You can pay the premium annually or by instalment each month, quarter or half-year in advance. When You apply for insurance We tell You how and when the premium needs to be paid. It is a term of Your policy that You pay the premium to Us by the times required by Us.

## Excess (Your contribution)

An excess is the amount which You will be required to contribute to any claim on any of the policies. The amount We must pay under any of the policies is reduced by the amount of the excess. You will only be required to pay an excess if it is mentioned in the policy You have taken out or shown on the Certificate of Insurance. Where the amount of an excess for an event mentioned in a policy is different to the amount of an excess shown on the Certificate of Insurance for that same event for the same policy, You will be required to pay the higher of the excesses.

Except in the case of Our Motor vehicle policy, You will only be required to pay one excess on claims You make under a number of the policies in this Plan that arise out of the one event, being the highest one payable under the policies.

*The following examples are only a guide as to how on excess or excesses might be calculated in any particular set of circumstances. The amount(s) of the excess(es) in the examples are for ease of calculation. Read the policies and Your Certificate of Insurance for the amount(s) of the excess(es) in Your circumstance.*

#### **Example of a one event excess**

An insured event happens that damages Your home, furniture and carpets insured under Your Classic home policy and the digital camera specified as insured under Your Personal valuables policy. The Certificate of Insurance shows an excess for that event of:

- \$250 on Your Classic home policy
- \$75 on Your Personal valuables policy

You claim for all damage. You will only be required to pay one excess of \$250 because that excess is the highest one of all the policies and all of the damage arose out of the one event.

#### **Example of when more than one excess will apply**

Under the Motor vehicle policy, You will be required to pay more than one excess in the circumstances mentioned in the policy. We refer You to page 51 of this Plan where We tell You more about the different excesses that apply. The driver of Your comprehensively insured car is 20 years of age and involved in an at fault Accident which causes damage to Your car. The Certificate of Insurance for Your Motor vehicle policy covering the car shows an excess of \$400 and an excess of \$700 for young drivers 19–20 years of age. You will therefore be required to pay an excess of \$1,100 being the excess of \$400 plus the excess of \$700 as the person driving, operating or in charge of the car was 19–20 years of age.

*Sometimes We introduce or increase an existing excess on renewal of any of the policies. This might be done on an individual person's policies or those covering risks at certain locations or over all locations. We generally do this because of rising claim numbers and costs and to minimise any increase in premium that would otherwise be required to cover those rising claim numbers and costs.*

## Utmost good faith

The law requires each of us to act towards the other with utmost good faith (fairly, openly and honestly) in the performance of the policy and in the making and handling of claims under the policy.

## Jurisdiction

The policies in this Plan are governed by and will be construed in accordance with the laws of Australia and the parties agree to submit to the jurisdiction of the courts of Australia.

## Goods and Services Tax (GST)

The amount of premium payable by You for the policies includes an amount on account of the GST on the premium. All amounts insured by the policies are in accordance with the advice You have given to Us regarding Your GST status and the GST status of items to be insured. We will not be liable to pay any GST, or any fine, penalty or charge that You are liable for arising out of Your misrepresentation of, or failure to disclose, Your proper input tax credit entitlement on the premium relating to the policies. In respect of Your policies with Us where You are registered for GST purposes, You should calculate Your proposed sums insured with reference to the GST status of each item of property to be insured.

Depending on the GST status of each item of property to be insured, the sums insured may or may not include a GST component. An amount for GST should only be included in the sum insured if the item of property to be insured is not used 100% for business use. All items of property used 100% for business use and for which You are or would be entitled to a full input

tax credit should be insured on a GST exclusive basis.

This outline of the effect of the GST on Your policies is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to Your particular circumstances.

## How GST affects claim payments

### Where We insure Your property

If We arrange to replace, repair or reinstate an item which is the subject of a claim, We will pay the cost to replace, reinstate or repair the item inclusive of GST. However, We will not replace, reinstate or repair an item where the cost (inclusive of GST) to Us to do so will exceed the amount of the relevant sum insured or other limit of insurance cover in the policies that apply to the item.

If We settle Your claim by making a payment to You, or on Your behalf, Your GST status and the GST status of the property which is the subject of the claim, will determine the amount We pay. When You are:

- not registered for GST, the amount We pay is inclusive of any relevant GST component.

The maximum amount We pay is the sum insured or other limit of insurance cover inclusive of any relevant GST component.

- registered for GST and the property which is the subject of the claim is used 100% for business use and is property for which You are or would be entitled to a full input tax credit, the amount We pay is exclusive of any relevant GST component, including, but not limited to, any input tax credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition.

The maximum amount We pay is the sum insured or other limit of insurance cover exclusive of any relevant GST component.

- registered for GST and the property which is the subject of the claim is used 100% for personal use, the amount We pay is inclusive of any relevant GST component.

The maximum amount We pay is the sum insured or other limit of insurance cover inclusive of any relevant GST component.

- registered for GST and the property which is the subject of the claim is used for business and personal use, the amount We pay is inclusive of any relevant GST component with reference to the percentage of personal use and exclusive of any relevant GST component with reference to the percentage of business use of the item that is the subject of the claim.

The maximum amount We pay is the sum insured or other limit of insurance cover inclusive or exclusive of GST as the case may be.

You must advise Us of Your correct entitlement to an input tax credit on Your premium and the correct entitlement to an input tax credit on each item of property to be insured. Should the item of property which is the subject of the claim be used for both personal and business use, any amounts We pay will be determined in accordance with the percentage of personal and business use.

Any GST liability arising from Your incorrect advice is payable by You.

### **Where We insure Your liability to third parties**

We pay up to the limit of indemnity shown on the Certificate of Insurance inclusive of GST.

### ***Terrorism Insurance Act 2003 (Cth)***

These policies exclude cover for losses as a result of an Act of Terrorism.

In the event that damage to property occurs and the cause of the damage is declared a terrorist incident by the responsible Minister, then You may be afforded protection within the limits of indemnity of this policy by virtue of the *Terrorism Insurance Act 2003 (Cth)*. The operation of this Act may also serve to reduce the settlement of Your loss to a percentage of the otherwise recoverable loss. In the event that the settlement is reduced then this will be at the direction of the Minister.

A more detailed explanation of the operation of the *Terrorism Insurance Act 2003 (Cth)* can be obtained at [www.arpc.gov.au](http://www.arpc.gov.au)

## **Dishonest claims**

If You make a dishonest claim, We can refuse to pay it. We may also cancel the policy.

## **Keep up to date records of insured property**

To help Us to process any claim You may have, You should take reasonable steps to keep a record or evidence of ownership, value and detailed description of any insured property in a safe place. This includes contracts of sale, valuations, receipts, credit card and bank statements, instruction manuals or photographs. Failure to take reasonable steps to keep a record or evidence of ownership, value and detailed description of insured property may result in a reduction or denial of Your claim. We also recommend You keep Your valuations up to date.

## **Changing the terms of any of Your policies**

You may ask Us to change a term of any of Your policies. If We agree, We will confirm the change in writing.

## **Your cooling-off right**

If You wish to reconsider Your decision to insure with Us, please contact Us to discuss Your concern. If You decide not to proceed, You may cancel Your policies by notifying Us in writing within 30 days of You receiving the Certificate of Insurance that You wish to do this. If You do this and You have not made a claim and nothing has happened which would entitle You to make a claim, We will refund the premium You paid to Us.

You still have cancellation rights after this cooling-off period ends and these rights are set out below in 'When You can cancel'.

## **When You can cancel**

You can cancel a policy at any time by writing to Us requesting cancellation. If You cancel, other than under 'Your cooling-off right', We refund the premium less an amount which covers the period for which You were insured, reasonable administrative costs relating to the issue and cancellation of the policy and any government taxes or duties We cannot recover.

If You pay Your premium by instalment, We will deduct any unpaid instalments up to the date of cancellation. We will not deduct any further instalments due after the date of cancellation.

However, if You have made a claim or are entitled to make one under the policy:

- there is no return of premium for any unused portion; and
- We may deduct from any claim payment premium already refunded to You; and
- if the policy is paid by instalments, all the remaining instalments for the Period of Insurance are payable as if the policy had not been cancelled.

We do not refund premium if the Certificate of Insurance specifically says there is no refund of premium.

## **When We can cancel**

We may cancel a policy as allowed by the *Insurance Contracts Act 1984 (Cth)*. We give You a notice in writing.

If We cancel and You paid an annual premium, We will refund the premium less an amount to cover the period for which You were insured.

If We cancel and You pay Your premium by instalments, We will deduct any unpaid instalments up to the date of cancellation. We will not deduct any further instalments due after the date of cancellation.

## **Instalment policies**

### **Premium payment**

You can pay Your premium in monthly, quarterly or half-yearly instalments. You can pay by direct debit from an account or credit card that You nominate.

If Your policy is paid by instalments, You authorise us to deduct amounts by direct debit from the account or credit card You have nominated to pay instalments. This includes deduction of any unpaid instalments and remaining instalments in the circumstances specified in this PDS. You must ensure that You have the authority to use the nominated account or credit card and it is Your responsibility to ensure that sufficient funds are in the nominated account or credit card to meet each instalment.

## Consequences of an unpaid instalment

An instalment is unpaid if it cannot be deducted from Your nominated account or credit card. If Your premium is overdue, We will send You a notice outlining the overdue amount and when it needs to be paid.

If Your premium remains unpaid after the time period specified in the notice We send, We will:

- a) cancel Your policy for non-payment; and
- b) refuse to pay any claim for an incident occurring after the cancellation date.

If You pay by instalment, We will send You a second notice either before cancellation informing You of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If You need to make a claim when Your policy is overdue, and before Your policy has been cancelled for non-payment, We will require You to pay the overdue amount as part of the claim settlement process. Alternatively, where the settlement method allows We can reduce the settlement payment by the overdue amount.

## Remaining instalments

If Your insurance ceases as a result of a claim, such as a total loss, then We will deduct from the amount We pay to You for Your claim the total of the remaining instalments for the Period of Insurance as if the policy had continued.

If You cancel Your policy and have made a claim or are entitled to make a claim under the policy, then all the remaining instalments for the Period of Insurance are payable as if the policy had not been cancelled.

If You appoint a broker, then all the remaining instalments for the Period of Insurance are payable as different arrangements apply.

## At renewal

Instalments on renewed policies will continue to be deducted at the same frequency and from the same nominated account or credit card. The instalment amount will be different as it will be based on the premium for the renewed policy.

## Changing Your payment details

If You want to change Your nominated account or credit card, You must contact Us at least 14 days before Your next instalment is due.

## Code of Practice

We proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to commit Us to high standards of service;
- to promote better, more-informed relations between Us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for resolving complaints You make about Us; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

## Our commitment to You

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

Please contact Us if You would like more information about the Code or the Code Governance Committee.

## Our Complaints Handling Procedures

To access Our 'Complaints Handling Procedures', simply contact Your local WFI Area Manager, Client Service Team or the Claims Officer handling Your claim.

If You have a complaint, We will do everything possible to resolve the matter on Your initial contact with Us. If a complaint is not resolved, You may access Our 'Complaints Handling Procedures' and Our internal dispute resolution (IDR) process. The complaint will then be considered by a designated Internal Dispute Resolution Officer of WFI with the appropriate experience, knowledge and authority to deal with it.

Details of Our 'Complaints Handling Procedures' are set out in Our brochure 'Handling Complaints and Dispute Resolution Our Commitment to You' and in Our 'Privacy' brochure. The brochures tell You how to access Our 'Complaints Handling Procedures'. You can contact Us for these brochures or access them online at [www.wfi.com.au](http://www.wfi.com.au).

If We are unable to resolve Your complaint through Our 'Complaints Handling Procedures', You may wish to seek an external review. The Dispute Resolution Officer will provide you with information on external review options such as referring you to the Australian Financial Complaints Authority (AFCA). The AFCA is contactable on 1800 931 678 (free call).

## Privacy

We are committed to meeting Our privacy obligations to You under the *Privacy Act 1988 (Cth)* ('the Act'). The Act provides for information to be collected, used, disclosed and held in accordance with the Australian Privacy Principles (APPs). You agree that We may collect, use, disclose and hold Your personal information as set out below.

## Collection

We collect information which is reasonably necessary to provide Our services for underwriting and administering Your insurance, claims handling, market and customer satisfaction research and to develop and identify products and services that may interest You. Collection will only take place by lawful and fair means.

We collect information regarding You, other people, any risk to be insured, previous claims or losses, details of previous insurances and insurers, credit status and any matters relevant to the insurance to be provided.

We collect personal information directly or indirectly by telephone, email, facsimile, online, post, external agencies and in person from You or another person or persons.

If We collect information pursuant to a law, regulation, or court order then We will advise You of the law or the court order applicable.

If You fail to provide Us with personal information then this insurance may not meet Your needs.

At the time of collection or as soon as practicable thereafter We will notify You of or make sure You are aware of how to access information about Our identity, contact details, the purposes for which We collect the information, the consequences of not providing the information, how You can access and correct the information, that We will disclose the information overseas and the countries We will so disclose to.

### **Use and disclosure**

We may disclose Your personal information to WFI related companies, Our agents, overseas service providers, other insurers, mailing houses and document service providers, financial institutions, insurance and claim reference agencies, credit agencies, loss assessors and adjusters, financial or investigative service providers, internal dispute resolution officers and dispute resolution providers such as the Australian Financial Complaints Authority. We use and disclose Your personal information for the purposes of providing insurance, administration of the policies, claims handling and dispute resolution.

We may also use or disclose Your personal information for a secondary purpose and You agree that We may so use it.

### **Indirect collection**

When You provide information about other individuals You must make them aware of the disclosure and the use to which their personal information will be put.

We will only collect personal information about an individual from that individual, unless it is unreasonable or impractical to do so.

### **Overseas recipients**

If Your personal information is collected by or supplied to a foreign organisation We will ensure it will be held, used or disclosed only in accordance with the Act.

### **Marketing**

We also collect Your information so that We and Our related companies and business alliance partners can offer You services and products that We believe may be of interest to You. You agree that We may so use Your personal information. However, You can opt out of receiving such communications by contacting Us.

### **Access and correction**

You can seek access to Your personal information by contacting Us. You can require Us to correct the personal information if it is inaccurate, incomplete or out of date. We will respond to any such request within a reasonable time. We will provide You with access within a reasonable time in the manner requested, unless We are entitled to refuse to provide access.

If We decline to provide You with access We will provide You with the reasons for Our refusal and how You may access Our internal dispute resolution (IDR) process.

If We correct information We will inform You. If We refuse to amend information We will provide You with Our reasons for the refusal and details of how to access Our IDR process.

### **Data quality and security**

We will take such steps as are reasonable in the circumstances to ensure the personal information We collect is accurate, up to date, complete and protected from unauthorised access, misuse, modification, interference or loss.

### **Privacy policy**

For further information, read Our brochure 'Privacy', or visit Our website at [www.wfi.com.au](http://www.wfi.com.au). Our privacy policy is available free of charge from Our website or You can contact Us for a free copy. We will take such steps as are reasonable to provide a copy of Our privacy policy in a form that You request.

### **Complaints**

If You have a complaint regarding Our management of Your privacy You may access Our 'Complaints Handling Procedures' and internal dispute resolution (IDR) process by contacting Us. Your complaint will be reviewed by Our Privacy Officer who has up to fifteen business days to resolve Your complaint. If the Privacy Officer cannot resolve Your complaint then it will be escalated to a designated IDR Officer who will make a final IDR decision within fifteen business days of the escalation.

We will also inform You of Your right to take this matter to the Office of the Australian Information Commissioner (OAIC) together with contact details and the time limit for applying to the OAIC.

In addition if You have not received a response of any kind to Your complaint within 30 days, then You have the right to take the matter to the OAIC.

The OAIC is the statutory body given the responsibility of complaint handling under the Act. The OAIC is independent and will be impartial when dealing with Your complaint. The OAIC will investigate Your complaint, and where necessary, make a determination about Your complaint, provided Your complaint is covered by the Act. You have 12 months from the date You became aware of Your privacy issue to lodge Your complaint with the OAIC. The contact details of the OAIC are:

Office of the Australian Information Commissioner

Post: GPO Box 5218, Sydney  
NSW 2001

Phone: 1300 363 992

Website: [www.oaic.gov.au](http://www.oaic.gov.au)

Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

You also have a right in limited circumstances to have Your privacy complaint determined by the Australian Financial Complaints Authority (AFCA). The AFCA can determine a complaint about privacy where the complaint forms part of a wider dispute between You and Us or when the privacy complaint relates to or arises from the collection of a debt. The AFCA is an independent dispute resolution body approved by the Australian Securities and Investments Commission. We are bound by AFCA's determinations, provided the dispute falls within the AFCA's Terms of Reference. You have two years from the date of our letter of decision to make an application to the AFCA for a determination. You can access the AFCA dispute resolution service by contacting them at:

Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)

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

Phone: 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority  
GPO Box 3, Melbourne  
VIC 3001.

## **Flood**

Some of the policies in this Plan provide cover for damage caused by Flood. Please note that there are limitations on the Flood cover provided by those policies.

## General advice warning

Any advice We or Our representatives provide is general advice only and does not take into account Your personal objectives, financial circumstances or needs. Before You decide to acquire any of the policies, You should carefully read this document and consider the appropriateness of the policies having regard to Your objectives, financial situation and needs.

## Information about Our Product Disclosure Statement (PDS)

Only the parts of this document relevant to insurance cover provided to You as a 'retail client' as defined under the *Corporations Act 2001 (Cth)* and any other documents We tell You are included, make up Our PDS. Where required and where permitted to by law We may need to update this PDS from time to time. If the update is to correct a misleading or deceptive statement or omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the cover, We will provide You with a new PDS or a supplementary PDS. You can obtain a paper copy of any updated change without charge by contacting Us. Other documents may form part of Our PDS. Any such documents will include a statement identifying them as part of this PDS.

## Contacting Us

We are happy to help You with any enquiries You have about any policies or the extent of Your insurance cover or to confirm any policy transaction. Please feel free to contact Us at any time.

## Financial Claims Scheme

Each of these policies may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which only applies in the event of an insurer becoming insolvent and the Federal Treasurer declaring that the FCS will apply to that insurer.

Payment of a claim under the FCS is subject to the Scheme's eligibility criteria being met.

Information about the FCS can be obtained from <http://www.fcs.gov.au>.

# General conditions

## applying to all policies

### What You must do when You have a policy

#### You must:

- keep all insured property in good condition
- comply with all relevant legislation and requirements of government and statutory authorities
- comply with all relevant Australian Standards
- take reasonable care to safeguard Yourself and all insured property
- take reasonable care to avoid harming others or harming property belonging to others
- tell Us as soon as reasonably possible:
  - if there is, or there will be, any material change relating to the insured property (including where it is kept) or the nature of the risk. When We receive a notification of change, We may decide to either communicate to You an adjustment to the premium or terms of the policy or cancel Your policy in accordance with the provisions of the Insurance Contracts Act 1984. If You do not provide such notification before the happening of an event giving rise to a claim under this policy then, subject to the Insurance Contracts Act, 1984, We may refuse to pay a claim, either in whole or in part. The course of action We take when You fail to provide such notification will be considered in each circumstance based on what impact or effect Your failure

caused or contributed to the claim or Our decision to issue Your policy

- if You no longer have an interest in the insured property
- if You take out any other insurance which covers any insured property or liability insured by any of the policies We issue to You
- ensure that any safety system or security device installed to protect insured property is in working order and activated.

### What You must and must not do if You make a claim or an event happens that might lead to You making a claim

#### You must:

- take all reasonable steps to limit loss, damage or injury and to prevent further loss, damage or injury resulting from the event
- as soon as reasonably possible tell the police if a criminal act might have caused the loss, damage or injury
- as soon as reasonably possible, tell Us about the claim or the event and send Us written details when We require this
- as soon as reasonably possible, send Us any correspondence You receive about the claim or the event
- give Us all relevant information and help We may need in handling the claim. We will only request information relevant to handling

Your claim and will explain why the information, documents and help is required.

#### You must not without Our prior consent:

- repair or dispose of any damaged property until We have had the opportunity to inspect it provided it is reasonable and safe to do so.
- admit liability for the event, loss, damage or injury
- negotiate, pay or settle a claim by or against anyone else for the loss, damage or injury.

### What can affect Your entitlements

We may decline or reduce the amount of any claim under this policy for loss, damage or liability, or refuse to indemnify You, if You enter, or have entered (even before this contract of insurance) into an agreement, release or undertaking which excludes or limits Our right to recover damages or a contribution from any third party who would otherwise be liable to compensate You with respect to such loss, damage or liability, unless such agreement, release, or undertaking has been allowed in this policy or by specific mention in Your Certificate of Insurance.

If You do not do what You are obliged to do under Your policy and such failure to comply with Your policy contributes to the loss, damage or liability, We may refuse to pay a claim or any part of it.

The course of action We take when You fail to follow a condition will be considered in each circumstance

based on what impact or effect  
Your failure to comply caused or  
contributed to the claim or Our  
decision to issue Your policy.

## What We may do

If an event happens that causes loss,  
damage or injury, We may:

- take over and conduct in Your name the defence or settlement of any claim against You. We have sole discretion in how the defence is conducted or a claim is settled
- represent You at an inquest or official enquiry.

If We have paid or agreed to pay a claim, We have the right to proceed in Your name against any Person responsible for the loss, damage or injury. We take this action at Our expense. You must not do anything which limits Our right to do so.

# General exclusions

## applying to all policies

### What is not insured by any of the policies in this Plan

The policies do not insure You for the following types of loss. Please read each of Your policies as they do not cover other losses as well.

#### None of the policies in this Plan insure against:

##### 1 asbestos

- any liability for Personal Injury, Damage to Property or loss of income directly or indirectly caused by or arising out of or in connection with asbestos.

##### 2 consequential loss

- consequential loss of any kind or description whatsoever. This means We will not pay for any direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation. This exclusion does not apply to:
  - the Personal legal liability, the Domestic workers and the Personal accident and illness policies in this Plan; and
  - Section 2 (the insurance for legal liability) of the Motor vehicle and Pleasure boat policies in this Plan; and
  - the extent that an additional or optional benefit in a policy in this Plan expressly extends to cover consequential loss.

##### 3 deliberate acts

- any deliberately or wilfully caused Personal Injury, Damage to Property, loss of income or cost by:
  - You or anyone with whom You live; or
  - anyone invited into Your home by anyone living in Your home; or
  - anyone acting with Your express or implied consent; or
  - anyone entitled to benefit under a policy in this Plan.

##### 4 electronic data, cyber, e-commerce

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with:
  - the total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of, Computer Equipment; or
  - an error in creating, amending, entering, directing, deleting or using Computer Equipment; or
  - the total or partial inability or failure to receive, send, access or use Computer Equipment for any time or at all.

##### 5 punitive, exemplary or aggravated damages, fines or civil penalties

- any punitive, exemplary or aggravated damages or any additional damages resulting

from the multiplication of compensatory damages awarded against You or Your Family or any fines or civil penalties imposed on You or Your Family.

##### 6 radioactive contamination

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with:
  - a nuclear reactor or power station; or
  - radioactive contamination; or
  - nuclear reaction, radiation or fission; or
  - the production, processing, handling, storage, transport, disposal or use of nuclear fuel, energy, material or waste or of any buildings, plant or equipment relating to it.

##### 7 terrorism

- any Personal Injury, Damage to Property, loss of income, costs or liability directly or indirectly caused by or arising out of or in connection with:
  - an Act of Terrorism; or
  - action taken to control, prevent or suppress, or attempt to control, prevent or suppress, an Act of Terrorism.

*We will only apply this terrorism exclusion to the Classic home and Standard home policies in this Plan if the Act of Terrorism was directly or indirectly caused by, or arose out of or in connection with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.*

## 8 war

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with:
  - war, invasion, acts of a foreign enemy, hostilities or war-like operations (whether war is declared or not); or
  - civil war, rebellion, mutiny, civil disturbance or commotion assuming the proportions of or amounting to an uprising, military rising, military or usurped power, insurrection, rebellion or revolution; or
  - nationalisation, confiscation, damage, destruction or requisition of property by or under the order of a government or statutory authority.

# General definitions

applying to words We use in this Plan

WORDS OR TERM	DEFINITION
<b>Accident</b>	means a sudden, unexpected and unintended event which: <ul style="list-style-type: none"> <li>• You did not intend or expect; and</li> <li>• a reasonable person in Your position and with Your knowledge and experience would not have expected.</li> </ul> 'Accidental' and 'Accidentally' have corresponding meanings.
<b>Act of Terrorism</b>	means an act, including but not limited to the use or threat of force or violence 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), which from its nature or context is committed for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
<b>Australian Standards</b>	means standards published by Standards Australia Limited.
<b>Certificate of Insurance</b>	means the most recent Certificate of Insurance We gave You which contains the specific insurance details for You.
<b>Computer Equipment</b>	means data or part of data, computer hardware, operating system, computer network, equipment, web sites, servers, extranet, intranet, software or applications software, computer chip including microprocessor chip or coded instructions, as well as any new technology, product or service replacing existing computer equipment.
<b>Cracking</b>	means to break without complete separation of parts.
<b>Damage to Property</b>	means physical loss of or physical damage to property.
<b>Employee</b>	means a person employed by You under a contract of service.
<b>Flood</b>	means the covering of normally dry land by water that has escaped or been released from the normal confines of: <ul style="list-style-type: none"> <li>• any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or</li> <li>• any reservoir, canal, or dam.</li> </ul>
<b>Hydrostatic Pressure</b>	means the pressure exerted by a fluid at equilibrium due to the force of gravity.
<b>Legal Costs</b>	means: <ul style="list-style-type: none"> <li>• legal costs and disbursements reasonably charged by a lawyer in pursuing or defending Legal Proceedings for You</li> <li>• wages or salary You lose to attend court as a witness or as a party to Legal Proceedings.</li> </ul>

WORDS OR TERM	DEFINITION
<b>Legal Proceedings</b>	<p>means legal proceedings taking place in Australia before a court or a formally appointed arbitrator or mediator which directly concerns:</p> <ul style="list-style-type: none"> <li>• an alleged wrongful dismissal of an Employee</li> <li>• Your purchase of goods or services, but only if the amount in dispute exceeds \$500 and does not arise out of Your failure to pay the purchase price for the goods or services</li> <li>• an alleged liability arising out of the occupation, ownership or use of Your Home</li> <li>• the sale of Your Home</li> <li>• any event directly causing damage to or destruction of Your Home.</li> </ul> <p>do not include legal proceedings that involve or are directly or indirectly caused by or arise out of:</p> <ul style="list-style-type: none"> <li>• a dispute between a Person insured under a policy in this Plan and another Person insured under the same policy</li> <li>• a dispute between You and a member of Your Family</li> <li>• a dispute with a professional adviser</li> <li>• a claim for defamation</li> <li>• a criminal act.</li> </ul>
<b>Occurrence</b>	<p>means an event including continuous or repeated exposure to substantially the same general conditions which:</p> <ul style="list-style-type: none"> <li>• You did not intend or expect; and</li> <li>• a reasonable person in Your position and with Your knowledge and experience would not have expected.</li> </ul>
<b>Period of Insurance</b>	means the period shown as the 'Period of Insurance' on Your Certificate of Insurance.
<b>Person</b>	means a natural person, firm, company, partnership, incorporated association, incorporated body or statutory body.
<b>Personal Injury</b>	means bodily injury (including death or illness), disability, shock, mental anguish, mental injury or loss of consortium.
<b>Plan</b>	means this Private Plan.
<b>Storm</b>	means violent wind or thunderstorm (including a tornado or cyclone), hail, rain or snow.
<b>Storm Surge</b>	means an abnormal rise in the level of the sea along a coast caused by the winds of a severe cyclone typically at least 30kms across and 2–5 metres above the average sea level.
<b>Total Loss</b>	means where We regard insured property as a total loss and as a consequence decide to pay You the cost to replace or reinstate the insured property, up to the full sum insured for the insured property.
<b>We, Us, Our and WFI</b>	means Insurance Australia Limited trading as WFI.
<b>You</b>	<p>means the Person or entity shown on the Certificate of Insurance as the Insured. If two or more Persons or entities are shown, You means each of them jointly and separately, subject to Our total liability not exceeding the sums insured or limits of liability described in the policies We issue to You. Each of the Insured is responsible for the completeness and accuracy of information in any application for insurance and in any form, document, statement or claim supplied to Us or Our agents or employees by any one of them. Each one is also obliged to comply with the terms of any policy taken out by them.</p> <p>'Your' and 'Yourself' have corresponding meanings.</p>
<b>Your Family</b>	<p>means Your:</p> <ul style="list-style-type: none"> <li>• spouse or de facto who live solely with You; and</li> <li>• unmarried children who live with You; and</li> <li>• parents and the parents of Your spouse or de facto who live solely with You; and</li> <li>• student children boarding at school, college or university.</li> </ul>

# Classic home policy

*This policy insures Your Home and Contents.*

*You only have this policy if the risk 'Classic home' is shown on the Certificate of Insurance.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy. The General definitions on pages 15 and 16 apply to words used in this policy.*

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## The types of cover We offer

### We offer insurance cover for:

- Your Home
- Contents
- both Your Home and Contents.

The extent of Your insurance cover depends on the type of cover You have taken out. This is shown on the Certificate of Insurance.

## What You are insured against

This policy insures You against Accidental damage, burglary and theft occurring during the Period of Insurance.

You have insurance for:

- Your Home if 'Building' is shown on the Certificate of Insurance
- Contents if 'Contents' is shown on the Certificate of Insurance.

You are only insured for 'Contents' when they are in the area described under 'when covered' in the table that follows on pages 20 to 22.

*This policy does not insure You against an item being lost or misplaced.*

## What is not insured

This policy does not insure You against:

### 1 damage directly caused by:

- Flood, if under the heading 'Flood cover', Your Certificate of Insurance for this policy states 'Your policy does not include cover for damage caused by Flood'.

*If Your Certificate of Insurance for this policy states under the heading 'Flood cover': 'Your policy does not include cover for damage caused by Flood', it is because You chose not to have Flood cover.*

- rain, Flood, hail or snow to Contents unless they are in a fully enclosed and roofed building within the boundary of Your Home when the loss or damage occurred

*If Your Certificate of Insurance for this policy states:*

- under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood', You do not have any Flood cover for Contents if they are not

*in a fully enclosed and roofed building when the loss or damage occurred;*

- under the heading 'Flood cover': 'Your policy does not include cover for damage caused by Flood', You do not have any Flood cover for Contents even if they are in a fully enclosed and roofed building when the loss or damage occurred.
- sea or tidal wave (even if directly caused by an earthquake)
- Storm Surge unless:
  - the same damage to Your Home or Contents is directly caused by Flood; and
  - Your Certificate of Insurance for this policy states under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood'
- tsunami
- earth movement no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion or heaving, unless the damage occurs within 72 hours of, and is directly caused by:
  - a) earthquake; or
  - b) water overflowing, leaking or bursting from a fixed pipe or fixed system; or
  - c) Storm water or Flood, and Your Certificate of Insurance for this policy states under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood'.

*In respect of b) above, We only pay up to \$10,000 for any one claim.*
- the subterranean seepage of water, no matter how caused
- lightning, unless the evidence of lightning damage can be clearly seen
- a process of cleaning, repairing or restoring
- the lopping or felling of a tree, unless the tree is being lopped or felled by a professional tree lopper
- a process involving the deliberate application of heat (only the thing intended to be heated is not covered)
- pets, birds, moths, insects or

vermin

- a tree root

### 2 damage directly or indirectly caused by or arising out of:

- a structural fault, faulty design or faulty workmanship performed by You
- a structural fault, faulty design or faulty workmanship if You knew, or ought to have known about the structural fault, faulty design or faulty workmanship and failed to fix it or arrange to have it fixed before the damage occurred or commenced to occur
- lack of maintenance (for example, failure to clean out gutters)
- mildew or mould or wet or dry rot, unless directly caused by:
  - a) water overflowing, leaking or bursting from a fixed pipe or fixed system; or
  - b) Storm water or Flood, if Your Certificate of Insurance for this policy states under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood'

### 3 loss or damage directly or indirectly caused by or arising out of or in connection with germs, disease, virus, bacteria or other contagion.

### 4 damage to:

- retaining walls, garden borders and free standing outdoor walls directly caused by Flood
- You do not have this cover for damage even if Your Certificate of Insurance for this policy states under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood'*
- swimming pools, spas, septic tanks or other in ground structures, including their surrounds, directly caused by Hydrostatic Pressure
  - swimming pools, whether above ground or in ground structures, that have not been installed according to the manufacturer's instructions and such failure caused or contributed to the damage
  - Your Home if directly caused by an alteration or addition to Your Home in progress if the contract value (inclusive of labour,

materials, all taxes including GST specified in the contract and any variations to the contract) for the alteration or addition exceeds \$50,000

- an alteration or addition to Your Home which is in progress, unless the contract value (inclusive of labour, materials, all taxes including GST specified in the contract and any variations to the contract) for the alteration or addition is \$50,000 or less and the damage:
  - occurs when the work on the alteration or addition has been in progress for less than three months; and
  - is directly caused by violent wind (but not by rain, hail or snow accompanying the violent wind), fire, explosion, lightning, earthquake, riot, civil commotion or impact by a vehicle, aircraft or aerial device

*If You are altering or adding to Your Home, You may want to insure the building materials before they become a part of Your Home because this policy does not insure them.*

#### **5 breakage of:**

- glass forming part of a glasshouse or conservatory unless directly caused by Storm
- vases, ornaments, pictures or clear glass, perspex or plastic covers to displays in items including but not limited to clocks, watches, radios or electronic equipment
- glass if the break does not extend through the entire thickness of the glass
- an item that is already damaged.

#### **6 breakage of an article of a brittle nature which is ordinarily carried by hand or designed for use in handling food or liquid:**

- whilst being carried by hand; or
- during use.

#### **7 Cracking (other than Cracking of a bath tub, shower recess, wash basin, bench top, sink, toilet bowl, cistern or stove top), chipping (other than the chipping of a bench top or stove top), splitting, tearing, scratching or denting, unless directly caused by fire, lightning,**

**earthquake, Storm, explosion, burglary, theft, vandalism or impact by a vehicle or aircraft.**

#### **8 staining:**

- unless it is:
  - directly caused by bursting, leaking or overflowing of water, oil or other liquid from a system fixed, attached or connected to a Domestic Building
  - directly caused by fire, lightning, earthquake, Storm, explosion, burglary, theft, vandalism or impact by a vehicle or aircraft
  - Accidental staining of a fixed floor covering.

#### **9 mechanical, electrical, electronic or hydraulic failure or breakdown, except as described under the additional benefit 'Electrical damage'.**

#### **10 deterioration of food or drink except as described under the additional benefit 'Deterioration of food'.**

#### **11 wear, tear, rust, corrosion or gradual deterioration.**

#### **12 damage that is mildew or mould or wet or dry rot unless directly caused by:**

- water overflowing, leaking or bursting from a fixed pipe or fixed system; or
- Storm water or Flood, if Your Certificate of Insurance for this policy states under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood'

#### **13 theft or vandalism by a person lawfully living or staying at Your Home.**

#### **14 theft or vandalism from any common areas of flats, units or townhouses.**

#### **15 damage that is recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement.**

## What We do if Your Home is Accidentally damaged

If 'Building' and 'Replacement' are shown on the Certificate of Insurance, We replace, reinstate or repair the part of Your Home that is Accidentally damaged as far as possible to its original condition, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If the building has architectural features and structural materials possessing an ornamental or historical character or for which the original materials are not available, We replace, reinstate or repair the building to a reasonable approximation of its appearance prior to the damage using the original design and suitably equivalent materials. Or at Our option, We pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

You are only insured for the reinstatement, replacement or repair of a wall, ceiling or fixed floor covering which is damaged in the room where the damage occurred.

We pay only up to the amount shown as the sum insured for the 'Building' on the Certificate of Insurance where an amount is shown next to the word 'Replacement'.

## What We pay if Contents are Accidentally damaged or stolen

If an item of Contents is Accidentally damaged or stolen We may at Our option:

- replace, reinstate or repair it as far as possible to its original condition; or
- pay the cost to repair it or the amount set out under 'amount of cover' in the table on pages 20 to 22, to replace or reinstate it.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

## Limits on what We pay for certain items of Contents

Where You make a claim in relation to an item which forms part of a pair or set We will:

- pay the value of that one item, and We will not pay more than the value of that lost, destroyed, or damaged item as a proportion of the combined pair or set; and
- if the entire pair or set is completely inoperable because of the loss or damage to a single item which cannot be replaced (or a single replacement item does

not complete the pair or set to make it operational – for example hearing aids) We will either pay You the cost to replace the entire pair or set or replace the entire pair or set.

If We agree to pay a claim where film, photos or home movies or similar recorded material is destroyed, We pay for the replacement with blank film, video, compact discs or similar. We will not pay to reconstruct the recorded material or any circumstances or conditions. Where software is destroyed, We will pay the cost to replace it with the nearest equivalent new software.

The sum insured shown for an item of Contents on the Certificate of Insurance is included in the total sum insured for all Contents.

TYPE OF CONTENTS	WHEN COVERED	AMOUNT OF COVER
carpets, internal blinds, curtains and other window coverings 1 less than 10 years old 2 10 or more years old	while in the Domestic Building at Your Home	1 Retail Cost as New 2 Retail Cost as New less an amount for wear, tear and depreciation for 1 and 2 We pay only for that part of the item in the room or rooms where the damage occurred
3 bed linen, blankets, mattresses and other manchester 4 clothing and personal effects normally worn or carried	while within the boundary of Your Home	Retail Cost as New
5 household goods including furniture, furnishings, unfixd floor coverings and light fittings (but not items included in the definition of Your Home on page 25) 6 wheelchairs and garden appliances which are not required by law to be registered 7 luggage	while within the boundary of Your Home	5, 6 and 7 Retail Cost as New for 5 We pay only for items damaged in the room or rooms where the damage occurred
8 sporting, recreational and exercise equipment including treadmills	while within the boundary of Your Home	Retail Cost as New
9 cash, negotiable instruments, ingots, unset gemstones and pearls and documents	while in the Domestic Building at Your Home	value of the item at the date of damage, burglary or theft up to \$2,000 for all claims arising out of the one event
10 antiques, pictures, paintings, works of art, curios, stamps, medals, trophies and coins	while in the Domestic Building at Your Home	value of the item, set or collection at the date of damage, burglary of theft up to \$10,000 for any one item, set or collection
11 furs, jewellery and watches	while in the Domestic Building at Your Home	Retail Cost as New of the item or set at the date of damage, burglary or theft up to \$5,000 for any one item or set

TYPE OF CONTENTS	WHEN COVERED	AMOUNT OF COVER
12 business tools, office equipment, and office or business supplies used in Your occupation	while within the boundary of Your Home	Retail Cost as New up to \$10,000 for all claims arising out of the one event
13 boats up to 3 metres in length, their parts and accessories	while within the boundary of Your Home	Retail Cost as New up to \$1,000 for all claims arising out of the one event
14 private motor vehicle parts or accessories not attached to a vehicle	while within the boundary of Your Home	Retail Cost as New up to \$1,000 for all claims arising out of the one event
15 above ground pools and free standing spas	while within the boundary of Your Home	Retail Cost as New less an amount for wear, tear and depreciation
16 Contents 1–15 shown specifically on the Certificate of Insurance	while in the area shown for the Contents 1–15 above	amount of cover shown for the Contents 1–15 above up to the amount shown on the Certificate of Insurance for the specified Contents
17 Contents 3–11 belonging to an unmarried child who is a fulltime student living in Australia and away from Your Home for the purpose of attending school, college or university	while in the Domestic Building in which the child is living	amount of cover shown for Contents 3–11 above but only up to \$5,000 for all claims arising out of the one event
18 Contents 1–16 while temporarily removed from the area described under 'when covered'	<ul style="list-style-type: none"> <li>• to anywhere else in Australia for Contents 3, 4, 5, 7, 8, 11, 12 and 16</li> <li>• to a Place of Accommodation in Australia but only while within the boundary of the Place of Accommodation for Contents 1, 2, 6, 13, 14 and 15</li> <li>• to a bank safe deposit in Australia or to a Place of Accommodation in Australia but only while in the Domestic Building of the Place of Accommodation for Contents 9 and 10</li> <li>• to anywhere else in Australia but only for damage directly caused by: <ul style="list-style-type: none"> <li>– fire, lightning, explosion, vandalism or burglary</li> <li>– impact by a road vehicle, animal (but not a pet), aircraft, aerial or mast</li> <li>– a falling tree or branch but not if caused by the lopping or felling of a tree by anyone other than a professional tree lopper,</li> </ul> </li> </ul> <p>for Contents 1, 2, 6, 9, 10, 13, 14 and 15</p>	<p>for Contents 1, 3, 4, 5, 6, 7 and 8 – Retail Cost as New</p> <p>for Contents 2 – Retail Cost as New less an amount for wear, tear and depreciation</p> <p>for Contents 9 – up to \$1,000</p> <p>for Contents 10, 11 and 16:</p> <ul style="list-style-type: none"> <li>• if shown on the Certificate of Insurance: <ul style="list-style-type: none"> <li>– value of the item or set at the date of damage or theft up to the amount shown</li> </ul> </li> <li>• if not shown on the Certificate of Insurance: <ul style="list-style-type: none"> <li>– value of the item or set at the date of damage or theft up to \$1,500 for any one item or set and up to \$4,500 for all claims arising out of the one event</li> </ul> </li> </ul> <p>for Contents 12–15 – Retail Cost as New up to \$1,000 for all claims arising out of the one event</p> <p>We pay up to the lesser of 20% of the sum insured for Contents or \$20,000, for all claims for all Contents arising out of the one event</p>

TYPE OF CONTENTS	WHEN COVERED	AMOUNT OF COVER
19 Contents 17 while temporarily removed from the area described under 'when covered'	to the area shown for the Contents 3–11 in 18 above	<p>for Contents 1, 3, 4, 5, 6, 7 and 8 – Retail Cost as New</p> <p>for Contents 2 – Retail Cost as New less an amount for wear, tear and depreciation</p> <p>for Contents 9 – up to \$1,000</p> <p>for Contents 10, 11 and 16:</p> <ul style="list-style-type: none"> <li>• if shown on the Certificate of Insurance: <ul style="list-style-type: none"> <li>– value of the item or set at the date of damage or theft up to the amount shown</li> </ul> </li> <li>• if not shown on the Certificate of Insurance: <ul style="list-style-type: none"> <li>– value of the item or set at the date of damage or theft up to \$1,500 for any one item or set and up to \$4,500 for all claims arising out of the one event</li> </ul> </li> </ul> <p>for Contents 12–15 – Retail Cost as New up to \$1,000 for all claims arising out of the one event</p> <p>We pay up to the lesser of 20% of the sum insured for Contents or \$20,000, for all claims for all Contents arising out of the one event</p>

## Additional benefits

**The following additional benefits are in addition to any sums insured shown on the Certificate of Insurance for 'Building' and 'Contents'.**

### Attendance of a security firm

We pay the reasonable cost You incur to have a security firm attend Your Home as a consequence of a burglary or attempted burglary. We only pay this benefit if there is physical evidence of a violent and forcible entry.

We pay up to \$500 for all attendances of security firms at Your Home during the Period of Insurance.

### Boarding of a domestic pet

If We have paid or agreed to pay a claim for damage to Your Home, We pay up to \$500 towards the cost You reasonably incur to board a domestic pet normally kept in a Domestic Building at Your Home for as long as the Domestic Building remains uninhabitable as a direct result of such damage.

### Credit and debit cards

If 'Contents' is shown on the Certificate of Insurance, We also insure You against the fraudulent use of Your credit or debit cards during the Period of Insurance by anyone other than You, a member of Your Family or a person who lives solely with You. We pay up to \$5,000 or the limit of the credit or debit card fraudulently used, whichever is less.

We only pay You this benefit if You have complied with the terms on which the cards are issued, unless Your noncompliance with the terms of issue caused or contributed to the fraudulent use of Your credit or debit card.

### Deterioration of food

If 'Contents' is shown on the Certificate of Insurance, We pay for Your loss as a result of deterioration of food in Your Home during the Period of Insurance directly caused by:

- the breakdown of the refrigeration or freezer unit in which it is kept
- failure or interruption of a power supply, but not if it is directly caused by:

- a strike
- Your failure to make a payment to a supply authority
- Your failure to comply with a requirement of a supply authority for the provision of its services
- a supply authority deliberately interfering with a public or private service, unless it is in response to an impending weather event or for the purpose of safeguarding life or preserving any part of the power supply
- You deliberately turning off the power.

We pay up to \$1,000 for all loss arising out of the one event.

### Electrical damage

We pay for the reasonable cost to repair a home appliance or item of office equipment (but not business tools) insured under this policy if it is damaged in Your Home by burning out by electrical current during the Period of Insurance.

We do not pay for:

- loss of use
- damage to a disk or other media
- loss or distortion of data information, a record or software program
- damage which is covered by any warranty, guarantee or maintenance, service or lease agreement.

We pay up to \$5,000 for all damage arising out of the one event.

You will be required to pay an **excess of \$250** for each item damaged up to a maximum of \$500 for any one claim.

### **Environmental improvement**

If 'Building' is shown on the Certificate of Insurance and We have paid or agreed to pay a claim for the destruction of Your Home and You have agreed to rebuild Your Home, We pay up to \$5,000 towards the cost to install a rainwater tank, solar panel system (including photo-voltaic power system, hot water heat exchange system, solar hot water system) or grey water recycling system. This benefit only applies to such costs after the deduction of any government or council rebate that You are eligible for and it only applies if You decide to rebuild Your Home on the existing site and if You actually install the system within 2 years of the destruction of Your Home.

### **Escape of liquid**

If liquid overflows, leaks or bursts from a fixed system at Your Home during the Period of Insurance and damages or is likely to damage insured property, We pay for the reasonable cost to investigate the cause of damage or likely damage.

We pay up to \$2,500 for this benefit.

We do not pay to repair or replace a faulty part identified by the investigation, but We pay the cost to repair damage directly caused by the investigation.

We only pay this benefit if 'Building' is shown on the Certificate of Insurance.

### **Guests' property**

If You are living in Your Home and 'Contents' is shown on the Certificate of Insurance, this policy is extended to insure Your guests' property while it is in Your Home, but not cash or negotiable instruments.

We only pay a claim if We would have paid it if the property had been Yours. We pay the amount We would have paid for Contents but only up to \$5,000 for all claims for this benefit arising out of the one event.

### **Landlord's additional benefit**

If Your Home is occupied by a tenant and 'Building' and 'Rented premises' is shown on the Certificate of Insurance, We insure Your carpets, internal blinds, curtains or other window coverings in Your Home as if 'Contents' had been shown on the Certificate of Insurance.

We pay up to the lesser of \$10,000 or 10% of the sum insured shown on the Certificate of Insurance for 'Building', for all claims for this benefit arising out of the one event.

### **Legal Costs**

We pay up to \$10,000 for Legal Costs, but only if We are satisfied there are reasonable prospects of success in the Legal Proceedings and that the Legal Costs You have incurred (or will incur) fighting the Legal Proceedings are reasonable having regard to the amount in dispute.

We only pay this benefit if 'Building' and 'Contents' are shown on the Certificate of Insurance and You:

- first become aware of the dispute giving rise to the Legal Proceedings during the Period of Insurance; and
- notify Us as soon as reasonably possible of any potential claim and supply Us with relevant information to enable Us to determine whether You have reasonable prospects of success; and
- instruct Your lawyer to give Us any relevant information, document or advice We ask for; and
- inform Us as soon as reasonably possible when You receive any offer to settle the Legal Proceedings.

We are entitled to stop paying for Legal Costs immediately if:

- You reject an offer to settle unless You satisfy Us the offer is unreasonable; or
- We notify You that We no longer consider You have reasonable prospects of success.

### **Modification to Your Home**

If 'Building' is shown on the Certificate of Insurance and during the Period of Insurance You:

- become totally and permanently unable to engage in or attend to any profession, business or occupation; or
- suffer permanent and incurable quadriplegia, paraplegia or paralysis of all limbs,

as a direct result of an event for which We have paid or agreed to pay a claim under this policy, We pay up to \$10,000 towards the reasonable cost You incur to modify the Domestic Building in which You permanently reside to accommodate Your physical condition resulting from the event.

We only pay this benefit if We have approved the cost before You incur it.

### **Mortgage discharge**

If We have paid or agreed to pay a claim for the destruction of Your Home, We pay up to \$2,000 towards the reasonable charges and fees You incur to discharge a mortgage in relation to Your Home.

### **Pet veterinary care**

If You are living in Your Home and 'Contents' is shown on the Certificate of Insurance, We pay up to \$1,000 for veterinary fees You incur for care of Your domestic dog or cat injured in a road accident which occurs during the Period of Insurance. This benefit does not extend to Working Dogs or to a dog or cat that, at the time of the incident, is not registered or microchipped as required by law.

### **Plants, shrubs and trees**

If You are living in Your Home and 'Contents' is shown on the Certificate of Insurance, this policy is extended to insure Your plants, shrubs and trees and artificial lawn while within the boundary of Your Home against:

- theft or destruction by a thief or a vandal; and
- destruction directly caused by fire, lightning or explosion,

during the Period of Insurance.

We pay up to \$300 for the theft or destruction of any one plant, shrub or tree and up to \$1,500, for all claims arising out of the one event.

### Removal and storage of Contents

If We have paid or agreed to pay a claim for damage to Your Home and as a direct result of the damage Your Home is uninhabitable, We pay up to \$5,000 for the removal and the cost of up to 52 weeks rent of a commercial storage facility to store the Contents.

We only pay this benefit if We have not paid You the additional benefit 'Temporary accommodation or loss of rent'.

We stop paying for the rental of the facility once We replace, reinstate or repair the damage to Your Home or pay You to do so or Your Home becomes habitable.

### Replacement keys and locks

If We have paid or agreed to pay a claim for a burglary or theft during the Period of Insurance and a key to Your Home was stolen during that burglary or theft, We pay up to \$2,000 to replace the key and the lock it fitted with a key and lock of similar make and model.

### Replacement title deeds

If We have paid or agreed to pay a claim for damage to Your Home or Contents, We pay up to \$2,000 towards the reasonable cost You incur to replace title deeds to the land on which Your Home is built which were damaged or destroyed in the insured event.

### Solar panels

If 'Building' is shown on the Certificate of Insurance, We pay up to \$5,000, for damage to properly fitted solar panels or inverters, caused by hail or Storm damage, less an amount for wear, tear and depreciation. A travel excess of \$500 applies if the repairer needs to travel more than 50km one way to the property.

### Temporary accommodation or loss of rent

If We have paid or agreed to pay a claim for damage to Your Home, We pay:

- the reasonable cost for You and Your Family to rent a comparable house in a nearby location; or
- the rental income You lose if at some time during the 60 days prior to the date on which the damage occurred, Your Home was occupied by a tenant,

until:

- We replace, reinstate or repair the damage to Your Home; or
- We pay You to do so (in which case it will include provision for this benefit as if We were replacing, reinstating or repairing the damage to Your Home); or
- Your Home becomes habitable.

We pay up to \$30,000 towards the cost of 52 weeks rental costs or 52 weeks loss of rent.

### Tenant's additional benefit

If You are renting Your Home and 'Contents' is shown on the Certificate of Insurance, this policy is extended to insure damage to the fixtures and fittings which belong to Your landlord and for which You are legally responsible. It also insures fixtures or fittings You install for Your own use.

We only pay this benefit if We would have paid the claim if 'Building' had been shown on the Certificate of Insurance.

We pay up to \$2,500 for this benefit.

### The following additional benefits are included in the sum insured shown on the Certificate of Insurance for 'Contents'.

#### Change of address

If 'Contents' is shown on the Certificate of Insurance and:

- You are permanently moving to another home and You tell Us before You move that You are doing so; and
- We agree before You move to insure Your new home,

We will, for a period of 30 days from the date on which You start moving, insure the Contents at both addresses.

### Contents in a commercial storage facility

This policy is extended to insure Your Contents other than cash, negotiable instruments or jewellery while being stored in a commercial storage facility if You notify Us and We agree to insure those Contents whilst stored in that facility and 'Contents in a commercial storage facility' is shown on the Certificate of Insurance.

### The following additional benefit is included in the sum insured shown on the Certificate of Insurance for 'Building'.

### Costs connected with rebuilding

If We have paid or agreed to pay a claim to replace or reinstate Your Home We pay for:

- the extra cost to comply with the requirement of a public authority in relation to rebuilding Your Home, but not the cost for work You were required to do before the damage occurred
- architects', surveyors' and legal fees
- demolition costs and the costs to clear debris from the site of the building being replaced or reinstated.

We only pay these costs under this additional benefit if:

- they are incurred as a consequence of the loss or damage for which We have agreed to pay a claim; and
- they are reasonable; and
- We have approved them before You incur them.

### Inflation protection

We may automatically increase the sum insured shown on the Certificate of Insurance for 'Building' having regard to data in the Cordell Cost Guides when We:

- apply the sum insured relevant to a claim for a Total Loss; and
- offer renewal terms. We will base the renewal premium on any increased sum insured.

We will automatically increase the sum insured shown on the Certificate of Insurance for 'Contents' on the following basis:

- if there is a Total Loss, We multiply the proportion of the sum insured which the expired term of the Period of Insurance bears to 365 days by 4%
- when We offer renewal terms, We automatically increase the sum insured shown for 'Contents' by 4% if the Period of Insurance is for 365 days. Where Your policy is for less than 365 days, We only increase the sum insured every 365th day You are insured with Us under this policy or a renewed policy. We will base the renewal premium on the increased sum insured.

## Special conditions

### Excess

You will be required to pay the first \$500 as an excess for all claims for damage by earthquake arising during any one period of 72 consecutive hours following an earthquake.

### Pumps

Where damage occurs to a submersible pump exceeding 3hp, We will pay what it would cost to replace the pump with a 3hp pump.

### Reinstatement of sum insured

If a sum insured is shown for an item on the Certificate of Insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was settled that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We required
- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

*If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item.*

### Unoccupied home

This policy does not provide any insurance if at the time the loss or damage occurs, Your Home is unoccupied and has been so unoccupied for at least 90 consecutive days before the loss or damage unless:

- You tell Us before the 90 days begin and We agree to continue to insure You under this policy; and
- You ensure that all gates, doors and windows are left securely locked.

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Contents** means the Contents described in the tables on pages 20 to 22 which You or a member of Your Family own or are legally responsible for.

**Contents** do not include:

- a vehicle (other than a bicycle, a motorcycle up to 50cc capacity, a wheelchair, a golf buggy and a garden appliance which is not required by law to be registered)
- a motor vehicle part or accessory (other than contents 14 in the table)
- a boat over three metres in length
- a jet ski
- an aircraft or aerial device excluding model aircraft with a wing span of less than 1.5 metres
- business property (other than contents 12 in the table)
- business takings
- plants, shrubs, trees and vines, except as described under the additional benefit 'Plants, shrubs and trees' on page 23
- animals, birds and fish.

**Domestic Building** means the building in which people live.

**Place of Accommodation** means a private residential building, hotel, motel, guest house, club, hospital or nursing home where You are staying temporarily.

**Retail Cost as New** means what it would cost to buy a new item of a similar make and model at the time of the loss or damage.

**Working Dogs** means dogs of suitable breed or training kept for their practical use, such as herding sheep, rather than as a pet or for showing.

**Your Home** means:

the Domestic Building, outbuildings, garages and carports at the location shown on the Certificate of Insurance, including:

- fixtures and fittings, light fittings, fixed appliances, masts, aerial and satellite dishes
- a fixed floor covering, but not carpet
- external blinds and awnings
- an in-ground swimming pool, fixed sauna and spa
- a tennis court, but not a grass tennis court
- a private boat ramp or jetty
- a wall, gate, fence or terrace
- a paved cement, bitumen or asphalt path or a paved cement, bitumen or asphalt driveway
- service pipes, cables and meters, as long as You own or are liable for them and only to the extent that they are within the boundary of Your Home.

**Your Home** does not include:

- carpets, internal blinds, curtains and other window coverings, except as provided under the additional benefit 'Landlord's additional benefit' on page 23
- a structure used only for business
- a part of the property at the location shown on the Certificate of Insurance that You use or intend to use for hobby farming activities, whether for profit or not (including stables, machinery sheds and boundary and internal fences).

# Standard home policy

*This policy insures Your Home and Contents.*

*You only have this policy if the risk shown on the Certificate of Insurance is 'Standard home'.*

*The General conditions on pages 11 and 12 and General exclusions on pages 13 and 14 apply to this policy. The General definitions on pages 15 and 16 apply to words used in this policy.*

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## The types of cover We offer

### We offer insurance cover for:

- Your Home
- Contents
- both Your Home and Contents.

The extent of Your insurance cover depends on the type of cover You have taken out. This is shown on the Certificate of Insurance.

## What You are insured against if Your Home is not a caravan

This policy insures You against physical loss of or physical damage to:

- Your Home if 'Building' is shown on the Certificate of Insurance
- Contents if 'Contents' is shown on the Certificate of Insurance,

if the loss or damage is directly caused by any of the following events occurring during the Period of Insurance.

You are only insured for Contents when they are in the area described under 'when covered' in the table that follows on pages 29–32.

### 1 fire

but not damage by any process involving the deliberate application of heat (only the thing You intended to be heated is not insured).

### 2 lightning

but only if the evidence of lightning damage can be clearly seen.

### 3 explosion

### 4 earthquake

but You will be required to pay the first \$500 as an excess for all claims arising during any one period of 72 consecutive hours following an earthquake.

### 5 burglary or housebreaking

### 6 theft or vandalism

but not

- theft or vandalism by a person lawfully living or staying at Your Home at the time of the theft or vandalism
- theft or vandalism from any common areas of flats, units or townhouses.

### 7 impact by:

- a road vehicle
- an animal, but not a pet
- an aircraft or debris from an aircraft, space debris, rocket or satellite
- an aerial or mast, but not damage to Your aerial or mast
- a falling tree or branch, but not as a result of the lopping or felling of a tree unless by a professional tree lopper.

### 8 riot or civil commotion

including acts of people taking part in an industrial or political disturbance and an act of a lawful authority controlling this disturbance.

*Please note the General exclusions for War on pages 13 and 14.*

### 9 Storm

### 10 bursting, leaking or overflowing

of water, oil or other liquid from a system fixed, attached or connected to a Domestic Building.

### 11 Accidental breakage:

- of fixed glass forming part of a building, stove top, fixed bath tub, shower recess, wash basin, sink, or toilet bowl and cistern, but only if 'Building' is shown on the Certificate of Insurance
- of glass forming part of an item of furniture, but only if 'Contents' is shown on the Certificate of Insurance

but not breakage of:

- glass forming part of a glasshouse or conservatory unless directly caused by a Storm
- a mirror or glass ordinarily carried by hand
- a vase, ornament, picture or clear glass, perspex, or plastic covers to display units in items including but not limited to clocks, watches, radios or items of electronic equipment
- an item where the break does not extend through the entire thickness of the glass
- an item that is already damaged.

### 12 Flood

if the Certificate of Insurance states under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood'.

## What You are insured against if Your Home is a caravan

If Your Home is a caravan, it is only insured while You are living in it at the address shown on the Certificate of Insurance.

Your caravan is only insured for physical damage that occurs during the Period of Insurance and is directly caused by events 1–12 described on this page.

Your caravan Contents are only insured:

- for physical damage that occurs during the Period of Insurance when the Contents are in Your caravan and that damage is directly caused by events 1–5 or 7–12; and
- for theft during the Period of Insurance, but only following forcible entry to Your caravan.

Your caravan annexe is only insured for physical damage that occurs during the Period of Insurance and that is directly caused by events 1, 2, 3, 4, 7, 8 or 9.

## What is not insured

This policy does not insure You against:

### 1 loss or damage directly caused by:

- Flood, if under the heading 'Flood cover', Your Certificate of Insurance for this policy states 'Your policy does not include cover for damage caused by Flood'.

*If Your Certificate of Insurance for this policy states under the heading 'Flood cover': 'Your policy does not include cover for damage caused by Flood', it is because You chose not to have Flood cover.*

- rain, Flood, hail or snow to Contents unless they are in a fully enclosed and roofed building within the boundary of Your Home when the loss or damage occurred.

*If Your Certificate of Insurance for this policy states:*

- a) under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood', You do not have Flood cover for Contents if they are not in a fully enclosed and roofed building when the loss or*

damage occurred;

b) under the heading 'Flood cover': 'Your policy does not include cover for damage caused by Flood'; You do not have any Flood cover for Contents even if they are in a fully enclosed and roofed building when the loss or damage occurred.

- sea or tidal wave (even if directly caused by an earthquake)
- Storm Surge unless:
  - the same damage to Your Home or Contents is directly caused by Flood; and
  - Your Certificate of Insurance for this policy states under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood'
- tsunami
- earth movement no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslide, mudslide, collapse, shrinkage, settling, expansion or heaving, unless the damage occurs within 72 hours of, and is directly caused by:
  - a) earthquake; or
  - b) water overflowing, leaking or bursting from a fixed pipe or fixed system; or
  - c) Storm water or Flood, and Your Certificate of Insurance for this policy states under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood'.

In respect of b) above, We only pay up to \$10,000 for any one claim.

- the subterranean seepage of water, no matter how caused
  - pets, birds, moths, insects or vermin
- 2 loss or damage directly or indirectly caused by or arising out of:**
- mildew or mould or wet or dry rot unless arising from loss or damage covered by a listed event
  - a structural fault, faulty design or faulty workmanship if You knew or ought to have known about the structural fault, faulty design or faulty workmanship and failed to fix it or arrange to have it fixed before the damage occurred or

commenced to occur

- lack of maintenance (for example, failure to clean out gutters)
- 3 loss or damage directly or indirectly caused by or arising out of or in connection with germs, disease, virus, bacteria or other contagion.**

**4 damage to:**

- a private boat ramp or jetty directly caused by events '4 earthquake', '5 burglary and housebreaking', '6 theft or vandalism', '7 impact', '8 riot or civil commotion', '9 Storm', '10 bursting, leaking or overflowing' or '12 Flood'

*You do not have this cover for this damage even if Your Certificate of Insurance for this policy states under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood'*

- swimming pools, spas, septic tanks or other in ground structures, including their surrounds, directly caused by Hydrostatic Pressure
- swimming pools, whether above ground or in ground structures, that have not been installed according to the manufacturer's instructions, and such failure caused or contributed to the damage
- retaining walls, garden borders and free standing outdoor walls directly caused by Flood

*You do not have this cover for this damage even if Your Certificate of Insurance for this policy states under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood'*

- Your Home if directly caused by an alteration or addition to Your Home which is in progress if the contract value (inclusive of labour, materials, all taxes including GST specified in the contract and any variations to the contract) for the alteration or addition exceeds \$25,000
- an alteration or addition to Your Home which is in progress, unless the contract value (inclusive of labour, materials, all taxes including GST specified in the contract and any variations to the contract) for the alteration or addition is \$25,000 or less and the damage:
  - occurs when the work on the

alteration or addition has been in progress for less than three months; and

- is directly caused by violent wind (but not by rain, hail or snow accompanying the violent wind), fire, explosion, lightning, earthquake, riot, civil commotion or impact by a vehicle, aircraft or aerial device

*If You are altering or adding to Your Home, You may want to insure the building materials before they become a part of Your Home because this policy does not cover them.*

**5 damage that is mildew or mould or wet or dry rot, unless arising from loss or damage covered by a listed event**

**6 wear, tear, rust, corrosion, electrolysis, chemical reaction, or gradual deterioration**

## What We pay if Your Home is damaged

If 'Building' and 'Indemnity' are shown on the Certificate of Insurance, We replace, reinstate or repair the part of Your Home that is damaged to a similar condition it was in before it was damaged. Or, at Our option, We pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If the building has architectural features and structural materials possessing an ornamental or historical character or for which the original materials are not available, We replace, reinstate or repair the building to a state of reasonable appearance using the original design and suitably equivalent materials. Or, at Our option, We pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If Your Home is destroyed, We pay the cost to build a new house to the same design and specification.

We deduct an amount for wear, tear and depreciation whether Your Home is damaged or totally destroyed.

If 'Building' and 'Replacement' are shown on the Certificate of Insurance, We replace, reinstate or repair the part of Your Home that is damaged as

far as possible to its original condition, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

Whether 'Indemnity' or 'Replacement' is shown on the Certificate of Insurance:

- You are only insured for the reinstatement, replacement or repair of any wall, ceiling or fixed floor covering which is damaged in the rooms where the damage occurred; and
- We pay only up to the sum insured for 'Building' shown on the Certificate of Insurance.

## What We pay if Contents are damaged or stolen

If an item of Contents is damaged or stolen We may at Our option:

- replace, reinstate or repair it as far as possible to its original

condition; or

- pay You the cost to repair it or the amount set out under 'amount of cover' in the table on pages 29–32 to replace or reinstate it.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

## Limits on what We pay for certain items of Contents

Where You make a claim in relation to an item which forms part of a pair or set We will:

- pay the value of that one item, and We will not pay more than the value of that lost, destroyed, or damaged item as a proportion of the combined pair or set; and
- if the entire pair or set is completely inoperable because of the loss or damage to a single item which cannot be replaced (or a single replacement item does not complete the pair or set to make it

operational – for example hearing aids) We will either pay You the cost to replace the entire pair or set or replace the entire pair or set.

If We agree to pay a claim where film, photos or home movies or similar recorded material is destroyed We pay for the replacement with blank film,

videos, compact discs or similar.

We will not pay to reconstruct the recorded material or any circumstances or conditions. Where software is destroyed we will pay the cost to replace it with the nearest equivalent new software.

The sum insured shown for an item of Contents shown on the Certificate of Insurance is included in the total sum insured shown for all Contents.

TYPE OF CONTENTS	WHEN COVERED	AMOUNT OF COVER
carpets, internal blinds, curtains, and other windows coverings 1 less than 10 years old 2 10 or more years old	while in the Domestic Building of Your Home	1 Retail Cost as New 2 Retail Cost as New less a reasonable amount for wear, tear and depreciation for 1 and 2 We pay only for that part of the item in the rooms where the damage occurred
3 bed linen, blankets, mattresses and other manchester 4 clothing and personal effects normally worn or carried	while within the boundary of Your Home	Retail Cost as New
5 household goods including, furniture, furnishings, unfixed floor coverings and light fittings (but not items included in the definition of Your Home on page 36) 6 wheelchairs and garden appliances which are not required by law to be registered 7 luggage	while within the boundary of Your Home	5, 6, and 7 Retail Cost as New less a reasonable amount for wear, tear and depreciation provided that: <ul style="list-style-type: none"> <li>• if 'Contents' and 'Replacement' are shown on the Certificate of Insurance, We will pay Retail Cost as New</li> </ul> for 5, We pay only for items damaged in the room or rooms where the damage occurred
8 sporting, recreational and exercise equipment including treadmills	while within the boundary of Your Home	Retail Cost as New

TYPE OF CONTENTS	WHEN COVERED	AMOUNT OF COVER
9 cash, negotiable instruments, ingots, unset gemstones and pearls and documents	while in the Domestic Building at Your Home	value of the item at the date of the damage or theft up to a maximum of \$500 for all claims arising out of the one event
10 antiques, heirlooms, pictures, paintings, works of art, curios, stamps, medals, trophies, coins and collections	while in the Domestic Building at Your Home	value of the item, set or collection at the date of the damage, burglary or theft up to a maximum of \$5,000 for any one item, set or collection
11 furs, jewellery and watches	while in the Domestic Building at Your Home	Retail Cost as New of the item or set at the time of the damage, burglary or theft less a reasonable amount for wear, tear and depreciation up to a maximum of \$1,000 for any one item or set provided that: <ul style="list-style-type: none"> <li>if 'Contents' and 'Replacement' are shown on the Certificate of Insurance, We will pay Retail Cost as New</li> </ul>
12 business tools, office equipment, and office or business supplies used in Your occupation	while within the boundary of Your Home	Retail Cost as New less a reasonable amount for wear, tear and depreciation up to a maximum of \$5,000 for all claims arising out of the one event provided that: <ul style="list-style-type: none"> <li>if 'Contents' and 'Replacement' are shown on the Certificate of Insurance, We will pay Retail Cost as New</li> </ul>
13 boats up to three metres in length, their parts and accessories	while within the boundary of Your Home	Retail Cost as New less a reasonable amount for wear, tear and depreciation up to a maximum of \$500 for all claims arising out of the one event provided that: <ul style="list-style-type: none"> <li>if 'Contents' and 'Replacement' are shown on the Certificate of Insurance, We will pay Retail Cost as New</li> </ul>
14 private motor vehicle parts or accessories not attached to a vehicle	while within the boundary of Your Home	Retail Cost as New less a reasonable amount for wear, tear and depreciation up to a maximum of \$500 for all claims arising out of the one event provided that: <ul style="list-style-type: none"> <li>if 'Contents' and 'Replacement' are shown on the Certificate of Insurance, We will pay Retail Cost as New</li> </ul>
15 above ground pools and free standing spas	while within the boundary of Your Home	Retail Cost as New less a reasonable amount for wear, tear and depreciation

TYPE OF CONTENTS	WHEN COVERED	AMOUNT OF COVER
16 Contents 1–15 shown specifically on the Certificate of Insurance	while in the area shown for Contents 1–15 above	amount of cover shown for the Contents 1–15 above but only up to the amount shown on the Certificate of Insurance for the specified Contents
17 Contents 3–11 belonging to an unmarried child who is a fulltime student living in Australia and away from the location shown on the Certificate of Insurance for the purpose of attending school, college or university	while in the Domestic Building in which the child is living	amount of cover shown for the Contents 3–11 above but only up to a maximum of \$5,000 for all claims arising out of the one event
18 Contents 1–16 while temporarily removed from the area described under ‘when covered’	<ul style="list-style-type: none"> <li>• to anywhere else in Australia for Contents 3, 4, 5, 7, 8, 11, 12 and 16</li> <li>• to a Place of Accommodation in Australia but only while within the boundary of the Place of Accommodation for Contents 1, 2, 6, 13, 14 and 15</li> <li>• to a bank safe deposit in Australia or to a Place of Accommodation in Australia but only while in the Domestic Building of the Place of Accommodation for Contents 9 and 10</li> <li>• to anywhere else in Australia but only for damage by events 1, 2, 3, 4, 5, 7, 8 and 9 described on page 27 for Contents 1, 2, 6, 9, 10, 13, 14 and 15</li> </ul>	<p>for Contents 1, 3, 4, 5, 6, 7 and 8 above – Retail Cost as New less a reasonable amount for wear, tear and depreciation provided that:</p> <ul style="list-style-type: none"> <li>• if ‘Contents’ and ‘Replacement’ are shown on the Certificate of Insurance, We will pay Retail Cost as New</li> </ul> <p>for Contents 2 above – Retail Cost as new less a reasonable amount for wear, tear and depreciation</p> <p>for Contents 9 above – a maximum of \$500 for all claims arising out of the one event</p> <p>for Contents 10, 11 and 16 above:</p> <ul style="list-style-type: none"> <li>• if specified on the Certificate of Insurance, the value of the item or set at the date of the damage or theft and up to the amount shown on the Certificate of Insurance; or</li> <li>• if not specified on the Certificate of Insurance, the value of the item or set at the date of the damage or theft and up to \$1,000 for any one item or set and up to a maximum of \$3,000 for all claims arising out of the one event</li> </ul> <p>for Contents 12–15 above – Retail Cost as New up to a maximum of \$500 for all claims arising out of the one event</p> <p>We will pay up to the lesser of 20% of the sum insured for Contents or \$10,000 for all claims for all Contents arising out of the one event.</p>

TYPE OF CONTENTS	WHEN COVERED	AMOUNT OF COVER
<p>19 Contents 17 while temporarily removed from the area described under 'when covered'</p>	<p>to the area shown for the Contents 3–11 in 18 above</p>	<p>for Contents 1, 3, 4, 5, 6, 7 and 8 above – Retail Cost as New less a reasonable amount for wear, tear and depreciation provided that:</p> <ul style="list-style-type: none"> <li>• if 'Contents' and 'Replacement' are shown on the Certificate of Insurance, We will pay Retail Cost as New</li> </ul> <p>for Contents 2 above – Retail Cost as new less a reasonable amount for wear, tear and depreciation</p> <p>for Contents 9 above – a maximum of \$500 for all claims arising out of the one event</p> <p>for Contents 10, 11 and 16 above:</p> <ul style="list-style-type: none"> <li>• if specified on the Certificate of Insurance, the value of the item or set at the date of the damage or theft and up to the amount shown on the Certificate of Insurance; or</li> <li>• if not specified on the Certificate of Insurance, the value of the item or set at the date of the damage or theft and up to \$1,000 for any one item or set and up to a maximum of \$3,000 for all claims arising out of the one event</li> </ul> <p>for Contents 12–15 above – Retail Cost as New up to a maximum of \$500 for all claims arising out of the one event</p> <p>We will pay up to the lesser of 20% of the sum insured for Contents or \$10,000 for all claims for all Contents arising out of the one event.</p>

## Additional benefits

The following additional benefits are in addition to any sums insured shown on the Certificate of Insurance for 'Building' and 'Contents'.

### Boarding of a domestic pet

If We have paid or agreed to pay a claim for damage to Your Home, We pay up to \$500 towards the cost You reasonably incur to board a domestic pet normally kept in a Domestic Building at Your Home for as long as the Domestic Building remains uninhabitable as a direct result of such damage.

### Credit and debit cards

If 'Contents' is shown on the Certificate of Insurance, We also insure You against the fraudulent use of Your credit or debit cards during the Period of Insurance by anyone other than You, a member of Your Family or a person who lives solely with You. We pay up to \$2,500 or the limit of the credit or debit card fraudulently used.

We only pay You this benefit if You have complied with the terms on which the card is issued, unless Your noncompliance with the terms of issue caused or contributed to the fraudulent use of Your credit or debit card.

### Deterioration of food

If 'Contents' is shown on the Certificate of Insurance, We pay for loss as a result of deterioration of food in Your Home during the Period of Insurance directly caused by:

- the breakdown of the refrigeration or freezer unit in which they are kept
- failure or interruption of a power supply, but not if it is directly caused by:
  - a strike
  - Your failure to make a payment to a supply authority
  - Your failure to comply with a requirement of a supply authority for the provision of its services
  - a supply authority deliberately interfering with a public or private service, unless it is in response to an impending weather event or for the

purpose of safeguarding life or preserving any part of the power supply

- You deliberately turning off the power.

We pay up to \$500, for all loss arising out of the one event.

### Electrical damage

We pay for the reasonable cost to repair and gas electric motors that form part of home appliances and office equipment (but not business tools) insured under this policy if they are damaged in Your Home by burning out by electrical current (including power surges however caused) during the Period of Insurance.

We do not pay for:

- loss of use
- damage to a disk or other media
- loss or distortion of data information, a record or software program
- damage which is covered by any warranty, guarantee or maintenance, service or lease agreement.

We pay up to \$5,000 for all damage arising out of the one event.

You will be required to pay an **excess of \$250** for each item damaged up to a maximum of \$500 for any one claim.

### Environmental improvement

If 'Building' is shown on the Certificate of Insurance and We have paid or agreed to pay a claim for the destruction of Your Home and You have agreed to rebuilding the home, We pay up to \$2,500 towards the cost to install a rainwater tank, solar panel system (including photo-voltaic power system, hot water heat exchange system, solar hot water system) or grey water recycling system. This benefit only applies to such costs after the deduction of any government or council rebate that You are eligible for and it only applies if You decide to rebuild Your Home on the existing site and if You actually install the system within 2 years of the destruction of Your Home.

### Escape of liquid

If liquid overflows, leaks or bursts from a fixed system at Your Home during the Period of Insurance and damages or is likely to damage insured property, We pay for the

reasonable cost to investigate the cause of damage or likely damage. We pay up to \$2,500 for this benefit.

We do not pay to repair or replace any faulty part identified by the investigation but We pay to repair any damage directly caused by the investigation.

We only pay this benefit if 'Building' is shown on the Certificate of Insurance.

### Guests' property

If You are living in Your Home and 'Contents' is shown on the Certificate of Insurance, this policy is extended to cover Your guests' property while it is in Your Home, but not cash or negotiable instruments, cheques or jewellery.

We only pay a claim if We would have paid it if the property had been Yours. We pay the amount We would have paid for Contents but only up to \$2,500 for all claims arising out of the one event.

### Landlord's additional benefit

If Your Home is occupied by a tenant and 'Building' and 'Rented premises' is shown on the Certificate of Insurance, We insure Your carpets, internal blinds, curtains or other window coverings in Your Home as if 'Contents' had been shown on the Certificate of Insurance.

We pay up to the lesser of \$10,000 or 10% of the sum insured shown on the Certificate of Insurance for 'Building', for all claims for this benefit arising out of the one event.

### Modification to Your Home

If You:

- become totally and permanently unable to engage in or attend to any profession, business or occupation; or
- suffer permanent and incurable quadriplegia, paraplegia or paralysis of all limbs,

during the Period of Insurance as a direct result of an event for which We have paid or have agreed to pay a claim under this policy, We will also pay You up to \$10,000 towards the reasonable cost You incur to modify the Domestic Building in which You permanently reside to accommodate Your physical condition resulting from the event.

### **Mortgage discharge**

If We have paid or agreed to pay a claim for the destruction of Your Home, We pay up to \$2,000 towards the reasonable charges and fees You incur to discharge a mortgage in relation to Your Home.

### **Pet veterinary care**

If You are living in Your Home and 'Contents' is shown on the Certificate of Insurance, We pay up to \$500 for veterinary fees You incur for care of Your domestic dog or cat injured in a road accident which occurs during the Period of Insurance. This benefit does not extend to Working Dogs or to a dog or cat that, at the time of the accident, is not registered or microchipped as required by law.

### **Plants, shrubs and trees**

If You are living in Your Home and 'Contents' is shown on the Certificate of Insurance, this policy is extended to insure Your plants, shrubs or trees and artificial lawn while within the boundary of Your Home against:

- theft or destruction by a thief or a vandal; and
- destruction directly caused by fire, lightning or explosion,

during the Period of Insurance.

We pay up to \$300 for the theft or destruction of any one plant, shrub or tree and up to \$1,000 for all claims arising out of the one event.

### **Removal and storage of Contents**

If We have paid or agreed to pay a claim for damage to Your Home and as a direct result of the damage Your Home is uninhabitable, We pay up to \$5,000 for the removal and the cost of up to 52 weeks rent of a commercial storage facility to store the Contents for as long as Your Home is uninhabitable as a direct result of the damage.

We only pay this benefit if We have not paid You the additional benefit 'Temporary accommodation or loss of rent'.

### **Replacement keys and locks**

If We have paid or agreed to pay a claim for a burglary or theft during the Period of Insurance and a key to Your Home was stolen during that burglary or theft, We pay up to \$1,000 to replace the key and the lock it fitted with a key and lock of similar make and model.

### **Replacement title deeds**

If We have paid or agreed to pay a claim for damage to Your Home or Contents, We pay up to \$2,000 towards the reasonable cost You incur to replace title deeds to the land on which Your Home is built which were damaged or destroyed in the insured event.

### **Solar panels**

If 'Building' is shown on the Certificate of Insurance, We pay up to \$2,000 for damage to solar panels or inverters, caused by hail or Storm damage, less an amount for wear, tear and depreciation. A travel excess of \$500 applies if the repairer needs to travel more than 50km one way to the property.

### **Temporary accommodation or loss of rent**

If We have paid or agreed to pay a claim for damage to Your Home We pay:

- the reasonable cost for You and Your Family to rent a comparable house in a nearby location; or
- the rental income You lose if at some time during the 60 days prior to the date on which the damage occurred, Your Home was occupied by a tenant,

until:

- We replace, reinstate or repair the damage to Your Home; or
- We pay You to do so (in which case it will include provision for this benefit as if We were replacing, reinstating or repairing the damage to Your Home); or
- Your Home becomes habitable.

We pay the greater of \$15,000 or the amount shown on the Certificate of Insurance for 'Temporary accommodation or loss of rent' towards the cost of 52 weeks rental costs or 52 weeks loss of rent.

### **Tenant's additional benefit**

If You are renting Your Home and 'Contents' is shown on the Certificate of Insurance, this policy is extended to insure damage to the fixtures and fittings which belong to Your landlord and for which You are legally responsible. It also insures fixtures or fittings You install for Your own use.

We only pay this benefit if We would have paid the claim if 'Building' had

been shown on the Certificate of Insurance.

We pay up to \$2,500 for this benefit.

**The following additional benefits are included in the sum insured shown on the Certificate of Insurance for 'Contents'**

### **Change of address**

If 'Contents' is shown on the Certificate of Insurance and:

- You are permanently moving to another home and You tell Us before You move that You are doing so; and
- We agree before You move to insure Your new home,

We will, for a period of 30 days from the date on which You start moving, insure the Contents at both addresses.

### **Contents in a commercial storage facility**

This policy is extended to insure Contents other than cash, negotiable instruments or jewellery while being stored in a commercial storage facility if You notify Us and We agree to insure those Contents whilst stored in that facility and 'Contents in a commercial storage facility' is shown on the Certificate of Insurance.

**The following additional benefit is included in the sum insured shown on the Certificate of Insurance for 'Building'.**

### **Costs connected with rebuilding**

If We have paid or agreed to pay a claim to replace or reinstate Your Home We also pay for:

- the extra cost to comply with the requirement of a public authority in relation to rebuilding Your Home, but not the cost for work You were required to do before the damage occurred
- architects', surveyors' and legal fees
- demolition costs and the costs to clear debris from the site of the building being replaced or reinstated.

We only pay these costs if they are reasonable and We have approved them before You incur them.

## Optional benefit

### Mortgage protection for a home unit

You have this benefit if Your Home is a home unit which is mortgaged and 'Mortgage protection' is shown on the Certificate of Insurance.

If a body corporate is required by law to insure Your unit for damage and the unit is damaged by events 1 – 12 during the Period of insurance, We pay the mortgagee (for Your benefit):

- the sum insured shown on the Certificate of Insurance for 'mortgage protection'; or
- the cost of replacing, reinstating or repairing the damage; or
- the difference between the amount sufficient at the date of the damage to discharge the mortgage and the amount by which the proceeds under the policy taken out by the body corporate are insufficient to cover the damage,

whichever is less.

### Inflation protection

We may automatically increase the sum insured shown on the Certificate of Insurance for 'Building' having regard to data in Cordell Cost Guides when We:

- apply the sum insured relevant to a claim for a Total Loss; and
- offer renewal terms. We will base the renewal premium on any increased sum insured.

We will automatically increase the sum insured shown on the Certificate of Insurance for 'Contents' on the following basis:

- if there is a Total Loss, We multiply the proportion of the sum insured which the expired term of the Period of Insurance bears to 365 days by 4%
- when We offer renewal terms, We automatically increase the sum insured shown for 'Contents' by 4% if the Period of Insurance is for 365 days. Where Your policy is for less than 365 days, We only increase the sum insured every 365th day You are insured with Us under this policy or a renewed

policy. We will base the renewal premium on the increased sum insured.

## Special conditions

### Reinstatement of sum insured

If a sum insured is shown for an item on the Certificate of Insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was settled that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We require; or
- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

*If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item.*

### Unoccupied home

This policy does not provide any insurance if at the time the loss or damage occurs, Your Home is unoccupied and has been so unoccupied for at least 90 consecutive days before the loss or damage unless:

- You tell Us before the 90 days begin and We agree to continue to insure You under this policy; and
- You ensure that all gates, doors and windows are left securely locked.

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Contents** means the Contents described in the tables on pages 29 to 32 which You or a member of Your Family own or are legally responsible for.

**Contents** do not include:

- a vehicle (other than a bicycle, a motorcycle up to 50cc capacity, a wheelchair, a golf buggy and a garden appliance which is not required by law to be registered)
- a motor vehicle part or accessory (other than Contents 14 in the table)
- a boat over three metres in length
- a jet ski
- an aircraft or aerial device excluding model aircraft with a wing span of less than 1.5 metres
- business property (other than Contents 12 in the table)
- business takings
- plants, shrubs, trees and vines, except as described under the additional benefit 'Plants, shrubs and trees' on page 34
- animals, birds and fish.

**Domestic Building** means the building in which people live.

**Place of Accommodation** means a private residential building, hotel, motel, guest house, club, hospital or nursing home where You are staying temporarily.

**Retail Cost as New** means what it would cost to buy a new item of a similar make and model at the time of the loss or damage.

**Working Dogs** means dogs of suitable breed or training kept for their practical use, such as herding sheep, rather than as a pet or for showing.

**Your Home** means:

the Domestic Building, outbuildings, garages and carports and a caravan at the location shown on the Certificate of Insurance, including:

- fixtures and fittings, light fittings, fixed appliances, masts or aerial and satellite dishes
- a fixed floor covering, but not carpet
- external blinds and awnings
- an in-ground swimming pool, fixed sauna and spa
- a tennis court, but not a grass tennis court
- a private boat ramp or jetty
- a wall, gate, fence or terrace
- a paved cement, bitumen or asphalt path or a paved cement, bitumen or asphalt driveway
- service pipes, cables and meters, as long as You own or are liable for them and only to the extent that they are within the boundary of Your Home.

**Your Home** does not include:

- carpets, internal blinds, curtains and other window coverings, except as provided under the additional benefit 'Landlord's additional benefit' on page 33
- a structure used only for business
- a part of the property at the location shown on the Certificate of Insurance that You use or intend to use for hobby farming activities, whether for profit or not (including stables, machinery sheds, boundary and internal fences).

# Personal legal liability policy

*You have this policy only if You have selected Our Classic home policy or Our Standard home policy and 'Legal liability' is shown on the Certificate of Insurance for that policy.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy. The General definitions on pages 15 and 16 apply to words used in this policy.*

<b>What You are insured against</b>	<b>38</b>
<b>What is not insured</b>	<b>38</b>
<b>What We pay</b>	<b>38</b>
<b>Additional benefit</b>	
Passenger liability	39
<b>Special definitions of words used in this policy</b>	<b>39</b>

## What You are insured against

This policy insures You and the members of Your Family against legal liability to pay compensation for Personal Injury and Damage to Property which happens during the Period of Insurance and is directly caused by an Occurrence.

This policy insures You and Your Family:

- as the owner of Your Home, if You have insured Your Home with Us
- in any capacity other than as the owner of Your Home, if You have insured Contents, but not Your Home with Us
- in any capacity, if You have insured both Your Home and Contents with Us.

## What is not insured

**This policy does not insure You or Your Family against any liability:**

- 1 for defamation.**
- 2 for or in respect of an Occurrence that happens in the United States of America or Canada or their protectorates or dependencies.**
- 3 that arises pursuant to or in connection with an agreement to the extent that in that agreement You or a member of Your Family take on a legal liability which You or the member of Your Family would not have had if that agreement had not been made.**
- 4 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater).**
- 5 for a cost incurred to prevent, remove, nullify or clean up an actual, alleged or threatened discharge, dispersal, release or escape as described in exclusion 4 above.**

- 6 arising directly out of Your position as a director or officer of a company.**
- 7 arising out of the use, ownership or operation of any Watercraft.**
- 8 arising from the ownership of a private airstrip.**
- 9 for Personal Injury:**
  - to You or a member of Your Family or any person who lives with You or a member of Your Family
  - if You or a member of Your Family is required by law to be insured against that liability
  - to an Employee if the Personal Injury arises out of or in the course of the employment.
- 10 for loss of or damage to property:**
  - belonging to You or a member of Your Family
  - in Your physical or legal possession, custody or control or that of a member of Your Family, unless the claim is for damage to a Domestic Building which You lease and occupy (or its contents).
- 11 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:**
  - the ownership or occupation of a boarding house
  - an alteration, addition or repair to Your Home which is in progress if the contract value for the alteration, addition or repair is more than \$50,000
  - vibration or interference with the support of other land, buildings or property
  - the business or occupation of You or a member of Your Family
  - You or a member of Your Family, alone or with another or others, carrying on an activity for reward unless You have insured contents with Us under either Our Classic home or Standard home policy and the activity is shown on the Certificate of Insurance
  - a hobby farm
  - a product You or a member of Your Family manufacture, import, or handle for payment
  - any act or omission by You or a member of Your Family, or a person acting with the consent of You or Your Family that is

dishonest, fraudulent, criminal, wilful or malicious

- the use of a lift
  - the use of a vehicle (other than a bicycle, motorcycle up to 50cc capacity, wheelchair, electric scooter, garden appliance and golf buggy which is not required by law to be registered or insured)
  - the use of any Aircraft or aerial device
  - an article dropped from an Aircraft or aerial device
  - Your ownership or occupation, or former ownership or occupation, of:
    - a building, a structure or land; or
    - a discrete part of a building, a structure or land,
- We did not insure at the time the Personal Injury or Damage to Property occurred.
- the manufacture, importing, growing, blending, mixing or distributing of a genetically engineered or genetically modified organism.

- 12 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with:**
  - an infectious disease which is defined as Highly Pathogenic Avian Influenza or any strain or mutant variation of it; or
  - a disease declared to be a 'quarantinable disease' under the *Quarantine Act 1908 (Cth)* and subsequent amendments or any 'listed human disease' under the *Biosecurity Act 2015 (Cth)* including any subsequent amendments or replacement thereof or any equivalent legislation; or
  - Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or new Variant Creutzfeldt-Jakob Disease (vCJD).

## What We pay

All events and all events of a series of related events consequent upon or attributable to one source or original cause will be regarded as one Occurrence.

We pay up to the 'Legal liability limit of indemnity' shown on the Certificate of Insurance for liability arising out of any one Occurrence or series of Occurrences. This includes Legal Costs You or a member of Your Family incur with Our consent.

This limit is the total amount We pay under this policy and any other policies We issue to You or a member of Your Family in this Plan even though You or that family member may be able to claim under those policies.

## Additional benefit

### Passenger liability

If You insure both Your Home and Contents with Us, We also insure You and the members of Your Family against legal liability to pay compensation for Personal Injury or Damage to Property which happens during the Period of Insurance directly caused by an Occurrence within Australia if the Personal Injury and Damage to Property is directly caused by You or a member of Your Family as a passenger in a vehicle.

This additional benefit does not insure any claim made by You or any member of Your Family against You or any member of Your Family, or by any agent, contractor or sub-contractor employed or engaged by You or any member of Your Family.

This additional benefit does not apply if the Person liable to pay compensation is required by law to be insured against that liability, or there is a statutory requirement or scheme which requires the insuring of an item of property.

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Aircraft** means any craft or object designed to travel through air or space, other than model aircraft.

**Watercraft** means any vessel, craft, or thing made or intended to float on, or in, or travel through water, other than:

- model boats;
- a craft (other than a jetski) that is less than 4 metres long and is not powered by a motor; or
- a craft (other than a jetski) that is powered by a motor less than 10hp.

**'Your Home', 'Contents' and 'Domestic Building'** have the same meaning as they have in the definitions in Our Classic home policy and Standard home policy.

# Personal valuables policy

*This policy insures Your Personal Valuables against accidental loss, damage or theft.*

*You only have this policy if the risk 'Personal valuables' is shown on the Certificate of Insurance.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy. The General definitions on pages 15 and 16 apply to words used in this policy.*

<b>What You are insured against</b>	<b>41</b>
<b>What is not insured</b>	<b>41</b>
<b>What We pay</b>	<b>41</b>
<b>Special conditions</b>	
Reinstatement of sum insured	41
Unoccupied building	41
<b>Special definitions of words used in this policy</b>	<b>42</b>

## What You are insured against

This policy insures You and the members of Your Family against Accidental loss of, Accidental damage to and theft of Personal Valuables occurring during the Period of Insurance:

- in Australia; and
- elsewhere in the world but only for the first 90 days of any one trip undertaken by You or a member of Your Family.

*You may want to speak to Your travel agent about travel insurance if You are going outside Australia for longer than 90 days.*

You can:

- specify each Personal Valuable with its own sum insured; or
- not specify the sum insured for the items, but set a total figure as the sum insured for all of them.

## What is not insured

This policy does not insure You or the members of Your Family against:

### 1 loss or damage directly caused by:

- rain, Flood, hail or snow unless the item is in a fully enclosed and roofed building when the loss or damage occurred
- the action of light or atmospheric conditions
- moths, birds, vermin, insects or pets
- a process of cleaning, repairing or restoring
- mechanical, electrical, electronic or hydraulic breakdown or failure
- a structural fault, faulty design or faulty workmanship performed by You
- a structural fault, faulty design or faulty workmanship if You knew or ought to have known about the structural fault, faulty design or faulty workmanship and failed to fix it or arrange to have it fixed before the damage occurred or commenced to occur
- inadequate design, plan or specification
- faulty materials
- the use of photographic

equipment under water

- sea or tidal wave (even if caused by an earthquake)
- Storm Surge or tsunami.

### 2 sporting equipment breaking while being used.

### 3 scratching, denting, Cracking, or breakage of glass or any other article of a brittle nature unless directly caused by fire, lightning, earthquake, Storm, explosion, burglary, theft, vandalism or impact by a vehicle or aircraft.

### 4 wear, tear, rust, corrosion, or gradual deterioration.

### 5 mildew or mould or damage directly or indirectly caused by or arising out of mildew or mould, unless directly caused by rain, Flood, hail or snow where the item was in a fully enclosed and roofed building when the loss or damage occurred.

### 6 loss or damage directly or indirectly caused by or arising out of or in connection with germs, disease, virus, bacteria or other contagion.

## What We pay

We replace or repair any Personal Valuables that are Accidentally lost, stolen or damaged as far as possible to their original condition. Or, at Our option, We pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If We choose to pay the cost to replace:

- a specified item – We pay the Retail Cost as New of the item at the date of loss, damage or theft up to the amount shown on the Certificate of Insurance for that item
- an unspecified item – We pay the Retail Cost as New of the item at the date of loss or damage or theft up to the lesser of \$1,000 or 20% of the sum insured shown on the Certificate of Insurance for 'Unspecified items'.

### Pairs and sets

Where You make a claim in relation to an item which forms part of a pair or set We will:

- pay the value of that one item, and We will not pay more than the value of that lost, destroyed, or damaged item as a proportion of the combined pair or set; and
- if the entire pair or set is completely inoperable because of the loss or damage to a single item which cannot be replaced (or a single replacement item does not complete the pair or set to make it operational – for example hearing aids) We will either pay You the cost to replace the entire pair or set or replace the entire pair or set.

## Special conditions

### Reinstatement of sum insured

If a sum insured is shown for an item on the Certificate of Insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was settled that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We required; or
- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

If We pay the amount of the sum insured for unspecified items, the sum insured for unspecified items is not reinstated.

*If We pay the sum insured for a specified item or for unspecified items, We suggest You contact Us to discuss insuring the replacement items.*

### Unoccupied building

This policy does not provide any insurance if the Personal Valuables are stolen from or Accidentally lost or damaged in a building which is unoccupied and has been so unoccupied for at least 90 consecutive days before the loss or damage unless:

- You tell Us before the 90 days begin and We agree to continue to insure the Personal Valuables while they are in the building; and
- You ensure that all of the building's gates, doors and windows are left securely locked.

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Personal Valuables** means:

- jewellery, but not an unset precious or semi-precious gem, stone or pearl
- a portable television, radio and sound system
- an item of sporting equipment and camping equipment
- photographic equipment, but not a photograph, film or secure digital (SD) cards
- clothes
- an article designed to be worn or carried, but not cash or negotiable instruments,

belonging to You or a member of Your Family.

**Personal Valuables** also means the following if specified on the Certificate of Insurance:

- laptop computer hardware or tablet
- a stamp, coin, trophy, medal, curio or work of art
- contact lenses and hearing aids
- a mobile phone
- a wheelchair or powered golf buggy, but only if it is not required by law to be registered
- keys.

**Retail Cost as New** means what it would cost to buy a new item of a similar make and model at the time of the loss or damage.

# Domestic workers policy

(WA only)

*This policy insures You against Your legal liability to a Domestic Worker.*

*You only have this policy if the risk 'Domestic workers' is shown on the Certificate of Insurance.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy. The General definitions on pages 15 and 16 apply to words used in this policy.*

<b>What You are insured against</b>	<b>44</b>
<b>What is not insured</b>	<b>44</b>
<b>What We pay</b>	<b>44</b>
<b>Special definitions of words used in this policy</b>	<b>44</b>

## What You are insured against

This policy insures You against Your legal liability to pay a Domestic Worker:

- workers' compensation benefits pursuant to the *Workers' Compensation and Injury Management Act 1981 (WA)*; and
- common law damages for negligence,

for an Injury that occurs during the Period of Insurance.

This Domestic workers policy only insures You against Your legal liability to pay common law damages if the Domestic Worker is entitled to workers' compensation benefits from You for the same Injury.

## What is not insured

This policy does not insure You against Your legal liability:

- 1 for common law damages if You are required by law to be insured against that liability under another policy of insurance; or**
- 2 to a worker employed by You in Your business, trade or profession.**

*If You employ a worker in Your own business, trade or profession, We suggest You speak to Us about taking out an 'Employers' Indemnity policy' to insure You against Your liability to that worker for workers' compensation benefits and common law damages.*

## What We pay

We pay up to \$50,000,000 for Your legal liability to any one or more Domestic Workers arising out of the one event or series of events. This includes Legal Costs in defending an action by a Domestic Worker against You which You incur with Our written consent.

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Domestic Worker** means a person employed by You as defined under the *Workers Compensation & Injury Management Act 1981 (WA)*, to do domestic work at and from Your home but only if Your home is at the location shown on the Certificate of Insurance and located in Western Australia.

**Injury** means an Injury as defined by the *Workers' Compensation and Injury Management Act 1981 (WA)*.

# Motor vehicle policy

*This policy offers a variety of different insurance so that You can choose the one that best suits Your particular needs.*

*You only have this policy if the risk 'Motor vehicle' is shown on the Certificate of Insurance.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy. The General definitions on pages 15 and 16 apply to words used in this policy.*

<b>The types of cover We offer</b>	<b>46</b>	<b>Optional benefits for Private Use with 'Comprehensive' cover</b>	
<b>The use of Your Vehicle for which You are insured under section 1 of this policy (if Your Vehicle is damaged or stolen) and section 2 of this policy (the insurance for legal liability)</b>	<b>46</b>	Named drivers only	50
<b>What is not insured under section 1 of this policy</b>	<b>46</b>	No Claim Bonus Protection	50
<b>When You are not insured under sections 1 and 2 of this policy</b>	<b>46</b>	<b>Optional benefit for 'Comprehensive' cover – all uses</b>	
<b>Section 1: what You are insured for if Your Vehicle is damaged or stolen</b>	<b>47</b>	Hire car benefit	50
<b>Additional benefits – Private Use with 'Comprehensive' cover</b>		<b>Caravan annexe and contents</b>	<b>50</b>
AAA rating bonus	48	<b>Section 2: the insurance for legal liability</b>	<b>50</b>
Automatic cover for replacement vehicle	48	<b>What is not insured for legal liability</b>	<b>50</b>
Hire costs	48	<b>What We pay for legal liability</b>	<b>51</b>
Insurance of a hired or borrowed vehicle	49	<b>Additional benefits for legal liability</b>	
Personal property	49	Damage to Your Vehicle by an uninsured vehicle	51
Trailer	49	Other vehicles	51
<b>Additional benefits – all uses with 'Comprehensive' cover</b>		Your employer or principal	51
Emergency repairs and towing	49	<b>Special condition which applies to sections 1 and 2 of this policy – excesses</b>	
General average/salvage costs	49	Excesses for young, inexperienced and other drivers	51
No Claim bonus	49	Vehicle excess	51
Recovery costs	49	<b>Special definitions of words used in this policy</b>	<b>52</b>
Replacement keys and locks	49		
Signwriting costs	49		
Windscreen bonus	49		

## The types of cover We offer

We offer three different types of insurance against the physical loss of or physical damage to Your Vehicle and Your liability for Damage to Property or Personal Injury caused by Your Vehicle. The table below shows each type of insurance cover We offer.

The extent of insurance You have depends on the type of insurance cover You have taken out.

The vehicle You have insured and the cover You have taken out for it is shown on the Certificate of Insurance.

IF THE CERTIFICATE SHOWS	YOU GET
Comprehensive	<p><b>insurance against Accidental damage to or theft of Your Vehicle</b></p> <p>plus the additional benefits noted in this policy for Private Use if 'Private Use' is shown on the Certificate of Insurance</p> <p>plus the insurance for legal liability</p> <p>plus the additional benefits for legal liability</p>
Fire theft and legal liability	<p><b>insurance for fire and theft only</b></p> <p>plus the insurance for legal liability</p> <p>plus the additional benefits for legal liability</p>
Legal liability	<p><b>insurance for legal liability</b></p> <p>plus the additional benefits for legal liability (You are not insured against damage to Your Vehicle except in very limited circumstances – see page 51 – Damage to Your Vehicle by an uninsured vehicle)</p>

## The use of Your Vehicle for which You are insured under section 1 of this policy (if Your Vehicle is damaged or stolen) and section 2 of this policy (the insurance for legal liability)

We allow You to insure Your Vehicle for one of three uses: 'Private Use', 'Business Use' or 'Farm Use'. We tell You in the special definitions on page 52 what We mean by each of these terms.

The use for which Your Vehicle is insured is shown on the Certificate of Insurance.

## What is not insured under section 1 of this policy

You are not insured under section 1 of this policy against:

- wear, tear, corrosion, rust or gradual deterioration.**
- a structural failure, mechanical, electrical, electronic or hydraulic breakdown, failure or breakage.**

- damage to a tyre or continuous track directly caused by the road, by the application of brakes or by a puncture or burst, unless there is other damage to Your Vehicle in the same incident and some or all of that other damage is covered by the cover You selected.**

- loss of use except as specifically provided in this policy or shown on the Certificate of Insurance.**

- theft by any person:**

- who is insured by this policy
- to whom Your Vehicle is on hire
- for whose debt Your Vehicle is security under an agreement entered into by any Person insured by this policy.

## When You are not insured under sections 1 and 2 of this policy

You are not insured under section 1 and section 2 of this policy while Your Vehicle:

- is being driven, towed, operated by or in the charge of a person who:**
  - did not have a licence required by law

- was not complying with all of the terms and conditions of their licence
- was under the influence of alcohol or a drug
- had more than the legal limit of alcohol or a drug in their blood
- subsequently refused to undergo a legal test for the amount of alcohol or a drug in their blood in connection with their driving, towing, operating or being in charge of the vehicle.

*If You were not the driver or the person operating or in charge of the vehicle at the time of the loss, damage or Occurrence, We will not rely on this exclusion if You can satisfy Us that at the time of the loss, damage or Occurrence You did not know and could not reasonably have known, that the driver or person operating or in charge of Your Vehicle:*

- *did not have the required licence*
  - *was not complying with all of the terms and conditions of their licence*
  - *was or might be under the influence of alcohol or a drug.*
- is being used for a use other than the one shown on the Certificate of Insurance.**

- 3 is being used whilst unregistered when the law requires it to be registered.
- 4 Is in an unsafe or unroadworthy condition, and that condition causes or contributes to the loss, damage or Occurrence.
- 5 forms part of Your stock in trade.
- 6 is involved in or being prepared for, an experiment, a stunt, racing, pace-making, a reliability trial, speed or hill climbing, a sporting event or a demonstration.
- 7 is carrying, lifting or towing a heavier load or carrying more passengers than designed for or permitted by law and that causes or contributes to the loss, damage or Occurrence.
- 8 is carrying a passenger for payment unless as part of a private vehicle pooling arrangement.
- 9 is being let or hired.
- 10 is being used to teach driving skills for reward.
- 11 is running on rails other than as cargo.
- 12 is not running solely on solid ground.

## Section 1: what You are insured for if Your Vehicle is damaged or stolen

### Comprehensive cover

If Your Vehicle is Accidentally damaged or stolen in Australia during the Period of Insurance and 'Comprehensive' is shown on the Certificate of Insurance, We may at Our option:

- repair the damage or pay You the reasonable cost of repairs at the time of the damage. Our choice will have regard to the circumstances of Your claim and consider any preference You may have; or
- if Your Vehicle is stolen or is a Total Loss and:
  - 'Private Use' and 'Agreed Value' are shown on the Certificate of Insurance, pay You the Agreed Value for Your Vehicle; or
  - 'Private Use' and 'Retail Cost'

are shown on the Certificate of Insurance, pay You the Retail Cost up to the sum insured limit for Your Vehicle; or

- 'Business Use' or 'Farm Use' are shown on the Certificate of Insurance, pay You the Retail Cost up to the sum insured limit for Your Vehicle.

If Your Vehicle:

- is stolen, Your Vehicle becomes Our vehicle upon Us paying You on the basis that Your Vehicle has been stolen;
- is a Total Loss, We are entitled to claim the wreck if We pay You:
  - the Retail Cost; or
  - the Agreed Value if 'Agreed Value' is shown on the Certificate of Insurance
- is a Total Loss, You are entitled to the wreck if We pay You the sum insured (if an amount is shown for the sum insured), but if the sum insured is less than the Retail Cost, We deduct from what We pay the amount by which the sum insured plus the value of the wreck exceeds the Retail Cost;
- is stolen or is a Total Loss, all insurance ceases and You will not be entitled to any refund of premium. You will need to take out new insurance cover for Your replacement vehicle.

*We regard Your Vehicle as stolen if it is not found within 2 weeks of Your reporting it as stolen to the police and the police have recorded it as so stolen.*

### Fire theft and legal liability

If Your Vehicle is Accidentally damaged by fire, damaged by a thief or stolen in Australia during the Period of Insurance and 'Fire theft and legal liability' is shown on the Certificate of Insurance, We may at Our option:

- repair the damage or pay You the reasonable cost of repairs at the time of the damage. Our choice will have regard to the circumstances of Your claim and consider any preference You may have; or
- if Your Vehicle is stolen or is a Total Loss, pay You the Retail Cost up to the sum insured.

If Your Vehicle:

- is stolen, Your Vehicle becomes Our

vehicle upon Us paying You the sum insured or Retail Cost;

- is a Total Loss, You are entitled to the wreck if We pay You the sum insured (if an amount is shown for the sum insured), but if the sum insured is less than the Retail Cost, We deduct from what We pay the amount by which the sum insured plus the value of the wreck exceeds the Retail Cost;
- is a Total Loss, We are entitled to claim the wreck if We pay You the Retail Cost;
- is stolen or is a Total Loss, all insurance ceases and You will not be entitled to any refund of premium. You will need to take out new insurance cover for Your replacement vehicle.

*We regard Your Vehicle as stolen if it is not found within 2 weeks of Your reporting it as stolen to the police and the police have recorded it as so stolen.*

### New vehicle

We replace Your Vehicle with a new vehicle of a similar make and model or at Our option, pay You what it would cost to do so if:

- Your Vehicle is stolen or is a Total Loss as a result of an insured event; and
- 'Private Use' and 'Comprehensive' are shown on the Certificate of Insurance; and
- at the time of the theft or of the damage causing the Total Loss Your Vehicle's original registration was less than two years old and it was new or a demonstration model when You purchased it; and
- the odometer reading is 35,000 kilometres or less at the time of the theft or of the damage causing the Total Loss; and
- the Agreed Value (if 'Agreed Value' is shown on the Certificate of Insurance) is at least 80% of what it would cost to buy the new vehicle (excluding the cost of registration, stamp duty, transfer fees and insurance).

*We regard Your Vehicle as stolen if it is not found within 2 weeks of Your reporting it as stolen to the police and the police have recorded it as so stolen.*

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If We pay You the cost of a new vehicle, We:

- calculate the amount We pay as if the vehicle is readily available locally; and
- do not include in the cost of the new vehicle registration, insurance or stamp duty.

If 'Agreed Value' is shown on the Certificate of Insurance and that Agreed Value is:

- more than what it would cost to buy the new vehicle; or
- less than 80% of what it would cost to buy the new vehicle,

then We will pay You the Agreed Value.

*Please speak to Us if You want to insure tools which are not normally offered for sale with Your type of vehicle.*

### **Our repair policy**

We have established a network of partnered repairers. These repairers must meet Our stringent acceptance criteria which requires a high standard of repair and service.

When You use one of Our partnered repairers You do not need to shop around for quotes and We will guarantee the quality of the workmanship and materials used in the repair.

You may choose Your own repairer, but if You do, We may require You to provide two quotes for the repair of Your Vehicle, including one from a repairer of Our choice.

If Your Vehicle is at Your chosen repairer and We want to obtain an alternative quote for repairs, We may arrange to move Your Vehicle to another repairer at Our expense.

If We agree to repair Your Vehicle then We will use parts suitable for Your Vehicle's age and condition, as follows:

- in most circumstances new Original Equipment Manufacture (OEM) approved parts will be used if Your Vehicle is under three years old
- new and/or reusable non-mechanical or reconditioned OEM parts may be used in the following circumstances:
  - Your Vehicle is over three years old; and
  - it does not affect the safety or

the structural integrity of Your Vehicle; and

- it complies with the applicable Australian Design Rules and Your Vehicle's manufacturer's specifications
- for Windscreens, We use parts which are compliant with Australian Design Rules.

If We have paid or agreed to pay a claim under this policy and any part for Your Vehicle is unavailable in Australia, Our liability for the cost of freighting that part to Australia will be limited to that arising from sea transportation only.

We will not pay an international air freight charge or an amount exceeding the manufacturer's list price for any part, unless the charge or amount is incurred with Our prior consent.

If the repairer needs to engage the services of a specific specialist repairer and/or supplier that repairer may sublet some of the repair work to such specialist repairer or supplier.

If We authorise the repairs to Your Vehicle, We will guarantee the workmanship on the repairs authorised by Us for the life of Your Vehicle.

We will handle any complaint about the quality or timeliness of the work or conduct of the repairer under 'Our Complaints Handling Procedure' contained within the 'Important Information applying to all policies' section of this Plan.

## **Additional benefits – Private Use with 'Comprehensive' cover**

You have these additional benefits if 'Private Use' and 'Comprehensive' are shown on the Certificate of Insurance for Your Vehicle.

*You do not have these additional benefits if a trailer, motorised caravan, mobile or motor home or motor cycle is shown as Your Vehicle on the Certificate of Insurance.*

### **AAA rating bonus**

We give You 'AAA' rating when You have insured Your Vehicle with Us under a comprehensive cover for at least two consecutive years on a full No Claim Bonus and You have

not made a claim for theft or an Accident involving that vehicle or a replacement vehicle where You are at fault.

If You have 'AAA' rating for Your Vehicle, You keep Your entitlement to a No Claim Bonus in connection with Your Vehicle if You make only one claim on this policy where You are at fault.

In addition, if Your Vehicle becomes unusable as a result of Accidental damage or theft during the Period of Insurance, We pay up to \$1,000 in total for the reasonable:

- costs You incur to obtain transport to Your home, to Your destination or to alternative accommodation; and
- rent You incur for alternative accommodation; and
- hire costs You incur for a temporary replacement vehicle of a similar type. We do not pay these vehicle hire costs if You are entitled to the additional benefit 'Hire costs' after Your Vehicle is stolen.

### **Automatic cover for replacement vehicle**

If You replace Your Vehicle during the Period of Insurance, this policy will insure the replacement vehicle from its date of purchase until the end of that Period of Insurance if:

- You tell Us within 14 days of buying the replacement vehicle; and
- the value of the replacement vehicle (excluding the cost of registration, stamp duty, transfer fees and insurance) is not more than:
  - \$150,000 for any replacement vehicle except a caravan
  - \$50,000 for a caravan; and
- You pay the additional premium and accept any additional terms We require.

### **Hire costs**

If Your Vehicle is stolen during the Period of Insurance, We pay up to \$1,000 towards the reasonable hire costs You incur for a temporary replacement vehicle of a similar type for up to 14 days or the date Your Vehicle is recovered in a useable and roadworthy condition, whichever is earlier. We do not pay for fuel, running costs or other charges.

### Insurance of a hired or borrowed vehicle

If Your Vehicle is stolen or damaged and We have paid or agreed to pay a claim for it under this policy, We also insure a vehicle that You hire or borrow as a temporary replacement for up to 14 days from the date of the Accidental damage or theft, against Accidental damage or theft. We only pay a claim in respect of that vehicle if We would have paid a claim under this policy if it had been Your Vehicle.

We pay any claim on the same terms and conditions as We would for Your Vehicle, up to the:

- Agreed Value if 'Agreed Value' is shown on the Certificate of Insurance; or
- Retail Cost if 'Retail Cost' is shown on the Certificate of Insurance.

### Personal property

We pay up to \$500 for Your personal property contained in the boot or cab of Your Vehicle if during the Period of Insurance it is:

- stolen – but only if Your Vehicle was securely locked at the time of the theft
- Accidentally damaged by fire, collision or overturning of Your Vehicle.

We do not pay for loss of or damage to:

- cash; or
- goods connected with any trade, business or occupation.

### Trailer

We pay up to \$1,000 for damage or loss of a two-wheel box trailer You own if it is Accidentally damaged or stolen during the Period of Insurance while attached to Your Vehicle.

You do not get this benefit if the trailer is shown as Your Vehicle on the Certificate of Insurance.

This benefit is otherwise subject to the terms of this policy.

## Additional benefits – all uses with 'Comprehensive' cover

You have these additional benefits if 'Comprehensive' is shown on the Certificate of Insurance for Your Vehicle.

### Emergency repairs and towing

If We have paid or agreed to pay a claim for damage to Your Vehicle, We also pay up to \$5,000 towards the reasonable cost You incur to have:

- Your Vehicle towed from the place at which it was damaged to the nearest safe or secure place or any other place that We have approved; and
- emergency repairs carried out on Your Vehicle to make it safe and roadworthy, as a result of that damage.

### General average/salvage costs

This policy is extended to insure You for general average or salvage which You are charged for a loss occurring during the Period of Insurance in relation to a ship transporting Your Vehicle by sea within Australian territorial waters.

### No Claim Bonus

A 'No Claim Bonus' is a discount that can be earned on eligible Comprehensive policies in recognition of a claims-free record.

Your current Certificate of Insurance will show any No Claim Bonus and any benefits that apply to Your Motor Vehicle policy.

The No Claim Bonus is calculated on each Vehicle insured under Your Motor Vehicle policy, unless Your claims history does not entitle You to a No Claim Bonus.

We calculate Your No Claim Bonus rating based on:

- Your claims history, and
- number of years You have been licenced for.

Each year at renewal, Your Vehicle's No Claim Bonus is re-calculated.

If You make a claim in respect of a Vehicle and We are satisfied that You are 'at-fault', Your No Claim Bonus in respect of that Vehicle will be reduced when You renew Your Motor Vehicle policy.

Your No Claim Bonus rating for a Vehicle will increase after each claim free year you have for that Vehicle until You reach Our maximum Rating 1.

You do not have to pay an excess on a claim and You do not lose Your No Claim Bonus if Your Vehicle is Accidentally damaged and we are satisfied that the driver of Your

Vehicle was not at fault and You provide Us with the registration number of the other Vehicle and the name and contact details of its owner or driver.

The No Claim Bonus discount will not apply to the premium relating to Optional benefits, Caravan annexe and contents cover, and may not apply to some Additional benefits under this Motor Vehicle policy.

### Recovery costs

If Your Vehicle is stolen during the Period of Insurance and recovered within two weeks of it being stolen, We pay up to \$500 towards the cost of returning Your Vehicle to the place where You usually keep it.

### Replacement keys and locks

If during the Period of Insurance:

- a key to Your Vehicle is stolen; or
- a lock barrel of Your Vehicle is damaged by someone in the course of them stealing or attempting to steal Your Vehicle,

We pay up to \$1,000 towards the reasonable cost You incur to replace a damaged key and lock barrel.

### Signwriting costs

If Your Vehicle is:

- stolen and We have paid or agreed to pay a claim for it under this policy, We pay up to \$2,000 towards the cost You reasonably incur to apply signwriting to Your replacement vehicle to the same specification as any signwriting as originally on Your Vehicle
- damaged and We have paid or agreed to pay a claim for the damage under this policy, We pay up to \$2,000 towards the cost You reasonably incur to redo any signwriting on Your Vehicle which was damaged.

### Windscreen bonus

You do not lose Your No Claim Bonus for a broken Windscreen claim in respect of a Vehicle if:

- the Windscreen was broken by Accident; and
- the broken Windscreen is the only damage to Your Vehicle arising out of the Accident; and
- this is Your first claim for a Windscreen damaged during the Period of Insurance.

Where damage occurs that includes damage to Windscreen rain sensors or heaters which require replacement or recalibration, then damage to Windscreen is not the only damage and the Windscreen bonus does not apply.

## Optional benefits for Private Use with 'Comprehensive' cover

### Named drivers only

*Depending on Your circumstances, We may offer to reduce Your premium if You take reduced insurance cover for Accidental damage to Your Vehicle as described in this benefit. You only have this benefit if We offer You this benefit and You accept Our offer.*

If 'Named drivers only' is shown on the Certificate of Insurance, You are not insured for Accidental damage to Your Vehicle unless the person who was driving or in charge of Your Vehicle when the damage occurred:

- is named on the Certificate of Insurance as a 'Regular driver' or 'Additional driver' of Your Vehicle
- was not at fault
- was driving Your Vehicle to seek emergency medical treatment for a person in Your Vehicle
- was driving Your Vehicle in their capacity as a car park attendant
- was driving Your Vehicle in connection with repairing, servicing or testing it for reward.

This benefit is otherwise subject to the terms of this policy.

### No Claim Bonus Protection

If Your Motor Vehicle policy is eligible for the 'No Claim Bonus Protection' option, it will be shown on the Certificate of Insurance as an Optional benefit You have selected.

You retain Your entitlement to a No Claim Bonus in connection with Your Vehicle if You make only one claim in respect of that vehicle where You are at fault for the loss or damage. You are only entitled to this benefit if:

- Your 'No Claim Bonus' is at least 60% and You do not yet have AAA rating bonus; and
- You pay Us the premium We require for this benefit.

## Optional benefit for 'Comprehensive' cover – all uses

### Hire car benefit

If 'Hire Car Benefit' is shown on the Certificate of Insurance and during the Period of Insurance Your Vehicle becomes unusable as a result of Accidental damage, We will pay up to \$500 towards the cost to hire a vehicle of a similar type for the earlier of 14 days from the time Your Vehicle becomes unusable, or until Your Vehicle is repaired. We do not pay for fuel, running costs or other charges.

## Caravan annexe and contents

You are insured against damage to:

- Your caravan annexe if 'Annexe' is shown on the Certificate of Insurance
- Your Caravan Contents if 'Contents' is shown on the Certificate of Insurance.

You are only insured if the damage is directly caused by:

- fire, explosion, lightning, earthquake, riot or civil commotion, vandalism or thieves
- collision or overturning of the hauling vehicle or caravan,

that occurs in Australia during the Period of Insurance.

If 'Contents' is shown on the Certificate of Insurance You are also insured for theft of Your Caravan Contents from within Your caravan during the Period of Insurance following forcible entry to it.

For damage to or theft of Your Caravan Contents, We pay the amount shown in the third column for the type of contents shown in the first column of the table in the Standard home policy on pages 29 to 32 of this Plan.

We pay up to the sum insured shown on the Certificate of Insurance for:

- 'Annexe' for damage to Your caravan annexe
- 'Contents' for damage to or theft of Your Caravan Contents.

## Section 2: the insurance for legal liability

If 'Comprehensive', or 'Fire theft and legal liability', or 'Legal liability' are shown on the Certificate of Insurance, this policy insures You, and anyone driving or in charge of Your Vehicle with Your permission, against legal liability to pay compensation for Personal Injury or Damage to Property which:

- happens in Australia during the Period of Insurance; and
- is directly caused by, or by the use of, Your Vehicle; and
- arises out of an Occurrence.

## What is not insured for legal liability

This policy does not insure You against liability:

### 1 for Personal Injury to:

- You or any member of Your Family or a person driving or in charge of Your Vehicle or any relative of that person
- a person living permanently with a person insured by this policy
- an Employee, or a worker, agent, contractor or subcontractor employed or engaged by any Person insured by this policy.

### 2 for Personal Injury if Your Vehicle is registered or the Person making the claim on this policy is required by law to be insured against that liability under another policy of insurance

### 3 arising pursuant to or in connection with an agreement in which You expressly take on a legal liability which would not have been imposed if the agreement had not been made

### 4 for loss of or damage to property belonging to a Person insured under this policy

### 5 for loss of or damage to the load or contents of:

- Your Vehicle
- any vehicle towed by Your Vehicle.

## What We pay for legal liability

We pay up to the limit of indemnity shown on the Certificate of Insurance as the 'Legal liability limit'. We pay up to this amount for all claims (including all costs and expenses) arising from the one Occurrence or series of Occurrences.

### Other policies

The limits described are the maximum We pay under this policy and under any other policies We issue to You in this Plan even though You may have a claim under another policy.

## Additional benefits for legal liability

### Damage to Your Vehicle by an uninsured vehicle

If Your Vehicle is involved in a collision with another vehicle during the Period of Insurance, We will pay for the following up to an aggregate total amount of \$5,000:

- for the repair of damage to Your Vehicle if it is not a total loss
- where Your Vehicle is a total loss, provided We are entitled to claim the wreck and any payment does not exceed the Retail Cost where this amount is less than \$5,000;
- the cost of towing Your Vehicle to the nearest safe or secure place.

We will only pay this additional benefit for legal liability if:

- 'Fire theft and legal liability' or 'Legal liability' together with 'Private Use' are shown on the Certificate of Insurance for Your Vehicle; and
- We are satisfied that the driver of Your Vehicle was not to blame for the collision and You supply Us with the registration number of the other vehicle and the name and address of its owner or driver; and
- neither the owner nor the driver of the other vehicle is insured against their liability for the damage to Your Vehicle.

### Other vehicles

We treat a vehicle You do not own but which is in Your legal possession, custody or control as Your Vehicle if You are using it as a temporary

replacement for Your Vehicle because Your Vehicle is not in a useable condition at the time.

You have this additional benefit for legal liability if only one temporary replacement vehicle is being used at any one time in place of Your Vehicle.

### Your employer or principal

This policy is extended to insure Your employer or principal against their legal liability directly caused by Your use of Your Vehicle for their business. You do not have this benefit if Your Vehicle belongs to Your employer or principal.

We only pay this benefit if We agree to indemnify You against Your legal liability incurred while You are using Your Vehicle for their business.

This benefit is otherwise subject to the terms of this policy.

## Special conditions which apply to sections 1 and 2 of this policy – excesses

The excesses below apply to sections 1 and 2 of this policy.

If more than one of these excesses is applicable, then You will be required to pay all of them and also any other applicable excess shown on the Certificate of Insurance.

### Excesses for young, inexperienced and other drivers

This excess is in addition to the other excesses described in this special condition.

*In calculating Your premium, We take into account the age and experience of the people who will be driving, operating and in charge of Your Vehicle.*

The amount of this excess is shown on the Certificate of Insurance as the 'Driver excess'. A driver excess is payable if at the time of the loss or damage or Occurrence the person driving or operating or in charge of Your Vehicle, or driving or operating or in charge of a vehicle towing Your caravan or trailer:

- is:
  - under 19 years of age
  - 19 – 20 years of age
  - 21 – 24 years of age
  - 25 years of age or more but has not held an Australian driver's licence for two or more

years for the type of vehicle being driven at the time of the event.

- has held a licence for less than two consecutive years following re-issue or reinstatement of a driving licence after its cancellation or suspension.

You do not have to pay a 'Driver excess' if:

- Your Vehicle is stolen or damaged as a result of theft or attempted theft by anyone other than a member of Your Family
- You are entitled to the additional benefit 'No Claim Bonus' described on page 49
- Your claim is only for damage to a Windscreen
- Your claim is only for additional benefit 'Damage to Your Vehicle by an uninsured vehicle' described on this page.

### Vehicle excess

The amount of this excess is shown as a 'Vehicle excess' on the Certificate of Insurance. It is payable on a claim in connection with the vehicle insured by this policy or any vehicle being used temporarily as a replacement for it.

You do not have to pay the vehicle excess if:

- You are entitled to the additional benefit 'No Claim Bonus' described on page 49
- it relates to a claim for the additional benefit 'Damage to Your Vehicle by an uninsured vehicle' described on page 51
- the claim against You is for damage to an underground service or underground property or loss as a result of the damage and You are not claiming for damage to Your Vehicle.

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Agreed Value** means the amount shown on the Certificate of Insurance for Your Vehicle as 'Agreed Value'.

**Business Use** means:

- use in connection with Your occupation or business; and
- use for social, domestic and pleasure purposes.

**Business Use** includes Your Vehicle being used:

- in connection with repairs, servicing and testing
- to teach someone to drive for free
- in a demonstration while selling Your Vehicle.

**Caravan Contents** means the type of Contents 1 to 9 and 11 shown in the first column of the table on pages 29 and 32 of this Plan.

**Farm Use** means:

- use in connection with Your occupation as a farmer; and
- use for social, domestic and pleasure purposes.

**Farm Use** includes Your Vehicle being used:

- in connection with repairs, servicing and testing
- to teach someone to drive for free
- in a demonstration while selling Your Vehicle.

**Private Use** means:

- use for social, domestic and pleasure purposes; and
- use by You in person in connection with Your business or occupation but not when You are using Your Vehicle for the business or occupation of:
  - outdoor sales, commercial travelling, collecting or delivery, insurance assessing, a manufacturer's agent, a stock or station agent, an auctioneer, a real estate agent or a sales agent, a driving instructor, a motor trade; or
  - carrying goods, articles or passengers for payment (however, You can use it in a private pool or car sharing arrangement if You do not make a profit).

**Private Use** includes Your Vehicle being used:

- in connection with repairs, servicing and testing
- to teach someone to drive for free
- in a demonstration while selling Your Vehicle.

**Retail Cost** means what it would cost to buy a vehicle of a similar make, model and condition to Your Vehicle at the time of the loss or damage excluding the cost of registration, stamp duty, transfer fees and insurance.

**Total Loss** means where We decide Your Vehicle is a total loss. This will usually be when the cost to repair Your Vehicle, plus any amount We can obtain for Your Vehicle's salvage; is more than the Retail Cost.

**Your Vehicle** means the vehicle shown on the Certificate of Insurance and including the following:

- metallic paint, rust proofing, window tinting, mudflaps, headlight protectors, spoilers, car mats, roof racks (but not bike or ski racks) and any tow, roo, bull, nudge and side bars and any spotlights, fog lights or similar lights attached to them; and
- tools and accessories that:
  - the manufacturer fitted as standard to the vehicle shown on the Certificate of Insurance; or
  - the manufacturer originally supplied and the manufacturer or dealer fitted to the vehicle shown on the Certificate of Insurance, but not a caravan annexe even if the Certificate of Insurance shows Your Vehicle as a caravan; and
- modifications specified on the Certificate of Insurance under the heading 'Modifications'; and
- accessories specified on the Certificate of Insurance under the heading 'Accessories'; and
- non-specified accessories up to a total value of \$500 if no accessories are specified on the Certificate of Insurance under the heading 'Accessories';

that are part of, on, attached to, or locked in, Your Vehicle at the time of the loss or damage.

**Windscreen** means a windscreen, side window or rear window, but does not include a sun roof or windscreen accessories such as rain sensors or windscreen heating.

# Pleasure boat policy

*This policy insures Your Boat.*

*You only have this policy if the risk 'Pleasure boat' is shown on the Certificate of Insurance.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy. The General definitions on page 15 and 16 apply to words used in this policy.*

<b>The types of cover We offer</b>	<b>54</b>	<b>Section 2: the insurance for legal liability</b>	<b>55</b>
<b>Section 1: the insurance against Accidental damage or theft of Your Boat</b>	<b>54</b>	<b>What is not insured for legal liability</b>	<b>55</b>
<b>What is not insured under section 1 of this policy</b>	<b>54</b>	<b>When You are insured under sections 1 and 2 of this policy</b>	<b>55</b>
<b>What We pay if Your Boat is damaged or stolen</b>	<b>54</b>	<b>When You are not insured under sections 1 and 2 of this policy</b>	<b>55</b>
<b>Additional benefits</b>		<b>What We pay for legal liability</b>	<b>56</b>
Automatic cover for a replacement boat	54	<b>Special definitions of words used in this policy</b>	<b>56</b>
Clean up costs	54		
Equipment and accessories	55		
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## The types of cover We offer

### We offer insurance cover for:

- Accidental damage to and theft of Your Boat
- legal liability You incur in using Your Boat.

## Section 1: the insurance against Accidental damage or theft of Your Boat

If Your Boat is not a Surfcat, sailboard or similar fun craft, then this policy insures You against the following if they occur during the Period of Insurance:

- Accidental damage to Your Boat
- theft of or from Your Boat.

If Your Boat is a Surfcat, sailboard or similar fun craft, then this policy insures You against the following if they occur during the Period of Insurance:

- damage to Your Boat directly caused by fire or collision or impact with any object
- theft of or damage to Your Boat directly caused by theft or attempted theft but only if at the time of the theft or attempted theft:
  - a substantial anti-theft device was attached both to Your Boat and a stanchion; and
  - the theft or attempted theft involved the damage or destruction of the device
- theft of or damage to Your Boat directly caused by theft or attempted theft following forcible entry to the building where Your Boat is kept (but only if the building is locked).

## What is not insured under section 1 of this policy

Section 1 does not insure You against:

### 1 damage to:

- a motor that falls from the hull of Your Boat
- the treatment of the bottom of Your Boat or paintwork of Your Boat
- any moorings.

### 2 damage directly caused by:

- structural failure
- mechanical, electrical, electronic or hydraulic breakdown
- wear, tear, corrosion, timber rot, electrolysis, rust or gradual deterioration
- vermin, insects or borers
- marine growth.

### 3 damage directly or indirectly caused by or arising out of a fault in Your Boat of which You were aware or of which You ought reasonably to have been aware at the time of the damage.

### 4 theft or attempted theft or deliberate or malicious damage by any Person:

- insured by this Pleasure boat policy
- who is the creditor of any debt which is secured against Your Boat under any agreement entered into by a Person insured by this Pleasure boat policy.

Please also refer to the information on page 55, 'When You are insured under sections 1 and 2 of this policy' and pages 55 and 56 'When You are not insured under sections 1 and 2 of this policy'.

## What We pay if Your Boat is damaged or stolen

If Your Boat is damaged or stolen, We may at Our option:

- repair or replace it; or
- pay You the reasonable cost to repair or replace it at the time of the damage or theft.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

We pay up to the Retail Cost as New, up to the sum insured shown on the Certificate of Insurance.

We also pay You up to 50% of the sum insured for the hull for the total of:

- any expense You reasonably incur to avoid or limit a loss, damage or Salvage Charges; and
- Salvage Charges You incur.

We do not pay for an international freight charge or an amount

exceeding the manufacturer's list price for a part unless the charge or price is incurred with Our consent.

### Total loss

If We consider Your Boat is a total loss, We pay:

- the Retail Cost as New if it is less than 3 years old from the date of manufacture and the sum insured shown on the Certificate of Insurance is at least 80% of the Retail Cost as New; or
- the Retail Cost up to the sum insured shown on the Certificate of Insurance if Your Boat is 3 years or older from the date of manufacture.

We are entitled to claim the wreck if We pay at least the Retail Cost.

We regard Your Boat as a total loss if the cost of repairs plus salvage value equals or exceeds the sum insured or Retail Cost or it is not found within 2 weeks of Your reporting it as stolen to the police.

*When You are deciding on a sum insured for the hull, remember that it needs to be enough to cover the permanent attachments to the hull.*

## Additional benefits

### Automatic cover for a replacement boat

If You replace Your Boat with a similar boat during the Period of Insurance, this policy will insure the replacement boat for 14 days from the date of purchase if:

- You buy the replacement boat within 30 days of selling or disposing of Your Boat; and
- the replacement boat costs no more than double the Retail Cost of Your Boat at the time You sold or disposed of it (excluding registration costs and insurance).

This benefit is otherwise subject to the terms of this policy.

### Clean up costs

We pay up to \$20,000 towards the reasonable costs You incur to clean up oil, diesel, petroleum products, effluent or sewerage Accidentally released or discharged from Your Boat for all claims arising out of the one event, if the clean up occurs:

- during the Period of Insurance; and

- within 24 hours of the Accidental release or discharge.

This benefit is in addition to the sum insured.

### Equipment and accessories

If an item of 'Equipment and accessories' is shown on the Certificate of Insurance, the item specified is insured against:

- Accidental damage directly caused by Your Boat being stranded or sunk, catching on fire, or colliding with any external object
- theft if Your Boat is stolen and the item is on or in Your Boat at the time
- theft following forcible entry to Your Boat or the building where it is kept (but only if Your Boat or building is locked),

occurring during the Period of Insurance.

We pay the Retail Cost as New, up to the sum insured shown on the Certificate of Insurance for the damaged or stolen item.

If 'Equipment and accessories' is not shown on the Certificate of Insurance, We pay up to \$500 for all claims for any item or items of equipment or accessories damaged or stolen as a result of the one event.

We only pay a claim for an item of equipment and accessories not shown on the Certificate of Insurance if We would have paid the claim if the item had been shown on the Certificate of Insurance.

### Stranding

If Your Boat is Stranded during the Period of Insurance, We pay up to \$1,000 for an expense You reasonably incur to inspect the hull, even if no damage is found.

### Towing

If We have paid or agreed to pay a claim for damage to Your Boat, We pay the reasonable cost You incur to have Your Boat towed from the area in which it was damaged (on land or at sea), to the nearest safe or secure place.

We pay up to \$500 for all towing costs arising out of damage to Your Boat during the Period of Insurance.

### Personal Effects

If We have paid or agreed to pay a claim for Accidental damage to or

theft of Your Boat, We pay up to \$200 for any one item of Your Personal Effects and up to \$2,000 for all Your Personal Effects lost or damaged by that Accidental damage or theft.

## Section 2: the insurance for legal liability

This Pleasure boat policy insures You and anyone duly qualified who, with Your permission, is driving, sailing, piloting or otherwise in charge of or acting as an observer on Your Boat, against:

- legal liability to pay compensation for Personal Injury or Damage to Property that:
  - happens during the Period of Insurance; and
  - is directly caused by, or by the use of, Your Boat; and
  - arises out of an Occurrence
- the reasonable costs incurred or payable by You in raising or attempting to raise, remove or destroy the Wreck during the Period of Insurance in compliance with a legal requirement that You do so.

## What is not insured for legal liability

Section 2 of this policy does not insure You or any other Person against a liability:

- 1 pursuant to or in connection with an agreement in which the Person making the claim on this policy expressly takes on a legal liability which would not have been imposed if that agreement had not been made**
- 2 directly or indirectly caused by or arising out of a seeping, polluting or contaminating substance, including a cost to clean up or remove the substance**
- 3 for the cost to remove subsurface oil, gas or any similar substance or property of another Person consequent on damage directly caused by Your Boat**
- 4 for the cost of a search, location, recovery, salvage or similar action by a sea or air rescue or recovery service**

### 5 for damage to property belonging to You or in Your possession, custody or control

### 6 for Personal Injury to:

- You or anyone living permanently with You or an Employee or Your agent, contractor or subcontractor
- a person driving or in charge of Your Boat or acting as an observer on it
- a person driving or in charge of the vehicle towing Your Boat
- a member of the crew of Your Boat (whether a volunteer or not)
- a person while kite-skiing, paragliding or engaging in any other airborne activity while being towed by Your Boat (unless the death or injury occurs to a person while on Your Boat)
- a person while waterskiing from Your Boat unless 'Waterskiing' is shown on the Certificate of Insurance.

### 7 for Personal Injury if the Person making the claim on this policy is required by law to be insured against that liability under another policy of insurance.

## When You are insured under sections 1 and 2 of this policy

**You are only insured when Your Boat is:**

- afloat on an inland body of water, harbour, estuary, waters within the Great Barrier Reef, and coastal waters of Australia up to 50kms from shore
- laid up on shore in Australia
- being towed or carried in Australia.

## When You are not insured under sections 1 and 2 of this policy

**You are not insured when Your Boat:**

- does not have a licence required by law
- is in an unsafe or unseaworthy condition, and that condition causes or contributes to the loss or damage
- is being used for or in any way connected with an illegal purpose or activity, to the extent that

such use of Your Boat caused or contributed to the cause of loss or damage

- is being used in, or is being prepared for, an experiment, test, stunt, pacemaking, reliability trial, speed test or competition
- is being used in, or is being prepared for, racing unless 'Racing' is shown on the Certificate of Insurance
- is being let, hired or chartered
- is being driven or piloted by or in the charge of a person, or is being towed by a vehicle which is being driven by or in the charge of a person who:
  - does not have a licence or ticket required by law
  - is under the influence of alcohol or a drug
  - has more than the legal limit of alcohol or a drug in their blood; or
  - subsequently refused to undergo a legal test for the amount of alcohol or drug in their blood in connection with their driving, towing, operating or being in charge of Your Boat or the vehicle.

*If You were not the driver or the person piloting or in charge of Your Boat at the time of the loss, damage or Occurrence, We will not rely on the exclusion in this bullet point if You can satisfy Us that at the time of the loss, damage or Occurrence You did not know, and could not reasonably have known, that the driver or person operating or in charge of Your Boat:*

- *did not have the required licence or ticket; or*
- *was or might be under the influence of alcohol or a drug.*

## What We pay for legal liability

We pay up to the limit shown on the Certificate of Insurance for 'Legal liability limit of indemnity'. We pay up to this amount for all claims (including all costs and expenses) arising out of the one Occurrence or series of Occurrences.

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Personal Effects** means the following personal effects belonging to You or anyone on Your Boat with Your permission:

- clothing
- shoes
- waterproof gear and bags
- food and beverage coolers
- hats and caps
- wallets and purses excluding cash and credit cards
- toiletry items
- keys and pens
- portable radio, radio cassette and compact disc players.

**Personal Effects** does not include goods or equipment used for water skiing, fishing, diving or any other water sport.

**Retail Cost as New** means what it would cost to buy a new item of a similar make or model at the time of the loss or damage.

**Retail Cost** means what it would cost to buy an item of a similar make, model and condition at the time of the loss or damage.

**Salvage Charges** means those costs You are liable to pay a Person who salvages Your Boat independently of a contract to do so.

**Stranded** means the running aground of Your Boat whilst it is being used on water.

**Surfcat** means a sailboard with a catamaran hull.

**Wreck** means the remains of Your Boat after it has sustained loss or damage.

**Your Boat** means the following if the item is specified on the Certificate of Insurance:

- its hull, including permanent attachments to it (but not motors) normally offered for sale with boats of a similar type
- its motors
- its masts/spars, including sails and rigging
- its dinghy
- its trailer.

**Your Boat** includes Personal Effects while they are on Your Boat.

# Personal accident and illness policy

*This policy offers a variety of different insurance so that You can select the one that best suits Your particular needs.*

*You only have this policy if the risk 'Personal accident and illness' is shown on the certification of insurance.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy. The General definitions on pages 15 and 16 apply to words used in this policy.*

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## The types of cover We offer

We have 4 different types of insurance cover.

You have insurance for:

- an Accident if 'Accident only' is shown on the Certificate of Insurance
- an Accident that happens during leisure hours only, if 'Accident during leisure hours only' is shown on the Certificate of Insurance
- an Accident and an illness if 'Accident and illness' is shown on the Certificate of Insurance
- an Accident during leisure hours only and an illness, if 'Accident during leisure hours only and illness' is shown on the Certificate of Insurance.

The insurance You have taken out is shown on the Certificate of Insurance.

## What You are insured against

### Accident

If 'Accident' is shown on the Certificate of Insurance, this policy insures You against bodily injury, inability to work or death directly caused by an Accident that occurs during the Period of Insurance.

This policy only insures You if the Accident:

- causes bodily injury, inability to work or death solely and independently of any other cause; and
- is caused by violent external and visible means.

If 'Accident during leisure hours only' or 'Accident during leisure hours only and illness' is shown on the Certificate of Insurance, You are only insured if the Accident occurs during leisure hours.

### Illness

If 'Accident and illness' or 'Accident during leisure hours only and illness' is shown on the Certificate of Insurance, this policy also insures You against inability to work directly caused by illness.

This policy only covers You if:

- the illness causes inability to work solely and independently of any other cause; and

- the illness was contracted during the Period of Insurance but not within the first 28 days of the first Period of Insurance. There is no 28 day waiting period when You renew Your policy in a second or later year.

## What is not insured

This policy does not insure You against:

### 1 bodily injury, inability to work or death:

#### • which happens while You are:

- under the influence of alcohol or a drug
- taking part in a riot or civil commotion
- riding on a motorcycle or scooter unless You are engaging directly in farming activities or 'Motorcycling' is shown on the Certificate of Insurance
- engaging in a professional sporting activity
- training or playing amateur football or rugby
- engaging in waterskiing, polo, an underwater activity or snow or ice sport unless the relevant activity is shown on the Certificate of Insurance
- engaging in ski jumping, bungee jumping, racing (except on foot), hunting on horseback, rodeo, mountaineering, abseiling or caving
- travelling by air or engaging in an aerial activity unless travelling as a passenger in a licensed aircraft operated by a licensed pilot on a recognised airline over an established air route.

### • which is attributable wholly or in part to:

- pregnancy or childbirth, even if the childbirth may have been accelerated or induced by an Accident or illness
- intentional or attempted self injury or suicide
- a sexually transmissible disease
- asbestos
- Avian Influenza ('bird flu'); Bovine Spongiform Encephalopathy or Creutzfeldt-Jakob Disease ('mad cow disease'); Sudden Acute

Respiratory Syndrome ('SARS'); or any strain or mutant variation of any of these

- a disease declared to be a 'quarantinable disease' under the *Quarantine Act 1908 (Cth)* and subsequent amendments or any 'listed human disease' under the *Biosecurity Act 2015 (Cth)* including any subsequent amendments or replacement thereof or any equivalent legislation

### 2 an illness directly or indirectly caused by or arising out of an Accident that We insured under Our personal accident and illness policy and which occurred before the commencement of the Period of Insurance.

## Additional benefits

### Accommodation

If We have paid or agreed to pay You benefits for any of items 2 to 26 inclusive in the table on pages 59 and 60 and the accident or illness that gave rise to Your entitlement to benefits has resulted in You being admitted as an inpatient of a hospital more than 200 kilometres from the home in which You permanently reside, We pay up to \$2,000 towards the reasonable costs You incur to accommodate a member of Your Family in the vicinity of the hospital so that they can visit You.

### Modification to Your motor vehicle or home

If We have paid or agreed to pay You benefits for any of items 2 to 26 inclusive in the table on pages 59 and 60 and the Accident or illness that gave rise to Your entitlement to benefits has resulted in You:

- being totally and permanently unable to engage in or attend to a profession, business or occupation; or
- suffering permanent and incurable quadriplegia, paraplegia or paralysis of all limbs,

We pay up to \$10,000 towards the reasonable costs You incur to modify the motor vehicle You usually drive or the home in which You permanently reside to accommodate Your physical condition resulting from the accident or illness. We only pay this benefit if We have approved the cost before You incur it.

## What We pay

We pay the compensation set out in the table below if You die or suffer a total loss of the effective use of any of the items 2 – 23. For items 1 – 24 (shown in the tables on this page and on the next page), the compensation is the percentage of the 'Capital sum insured' shown on the Certificate of Insurance and for items 25 – 27 (shown in the table on the next page), the percentage of the 'Weekly sum insured' shown on the Certificate of Insurance.

DEATH OR INJURY DIRECTLY CAUSED BY THE INSURED ACCIDENT			COMPENSATION % of capital benefit
death	1		100%
sight	2	loss of sight both eyes	100%
	3	loss of sight of one eye	50%
	4	loss of binocular vision	50%
hearing	5	loss of hearing in one ear	50%
	6	loss of hearing in both ears	75%
speech	7	loss of power of speech	75%
arm	8	loss of arm above elbow	90%
	9	loss of arm below elbow	80%
leg	10	loss of leg at or above knee	90%
	11	loss of leg below knee	80%
hand, thumb or finger	12	loss of both hands	100%
	13	loss of hand or thumb and 4 fingers	80%
	14	loss of thumb or forefinger	30%
	15	loss of any finger other than forefinger	20%
	16	loss of end joint (distal phalanx) of thumb or of any finger	15%
hand and foot	17	loss of a hand and a foot	100%
foot or toe	18	loss of both feet	100%
	19	loss of one foot	75%
	20	loss of big toe	25%
	21	loss of any toe other than big toe	10%
	22	loss of end joint (phalanx) of big toe	10%
	23	loss of end joint (phalanx) of any other toe	5%

*We pay compensation on items 2 – 23 only for total loss of effective use – not partial loss or impairment.*

INABILITY TO WORK DIRECTLY CAUSED BY AN INSURED ACCIDENT		COMPENSATION
24	<p><b>Permanent</b></p> <p>Total and permanent inability to engage in or attend to any profession, business or occupation – the benefit is not payable until after the inability has continued for a period of 12 consecutive calendar months.</p> <p>This item is in addition to any benefit payable under items 25, 26 or 27</p>	100% of capital sum insured
25	<p><b>Temporary</b></p> <p>Total inability to engage in or attend to Your usual profession, business or occupation, occurring within 12 calendar months of the date of the Accident</p>	The lesser of 100% of weekly sum insured or Your Earnings
26	<p><b>Temporary</b></p> <p>Partial inability to engage in or attend to Your usual profession, business or occupation, occurring within 12 calendar months of the date of the Accident</p>	The lesser of 25% of weekly sum insured or Your Earnings
INABILITY TO WORK DIRECTLY CAUSED BY AN INSURED ILLNESS		COMPENSATION
27	Total inability to engage in or attend to Your usual profession, business or occupation for a period of not less than 7 consecutive days from the date on which medical attention is first sought for the illness	The lesser of 100% of weekly sum insured or Your Earnings

## Limits on compensation

If more than one type of injury is caused by an Accident, We pay only for the one that gives the highest benefit.

Any benefit paid for items 1–23 is reduced by any benefit paid for items 25 or 26 (and vice versa) if the benefits are all payable as a result of the one Accident.

We do not pay more than the ‘Capital sum insured’ shown on the Certificate of Insurance for the total of all Accidents and illness occurring during the Period of Insurance.

The following applies in relation to payments under items 25, 26 and 27:

- We will not pay a benefit for more than one of items 25, 26 and 27 at the one time; and
- We do not pay a benefit for more than the number of weeks shown as the ‘Compensation period’ on the Certificate of Insurance; and
- All compensation will be paid fortnightly in arrears; and
- Compensation paid for a period of less than one week will be paid at a rate of 1/7th of the applicable percentage of the ‘Weekly sum insured’ shown on the Certificate of Insurance for each day; and

- Compensation paid is limited to the lesser of Your Earnings or the ‘Weekly sum insured’ shown on the Certificate of Insurance; and
- We do not pay a benefit if You have suffered no loss of Earnings; and
- If You receive or are entitled to receive Earnings from any other employment or occupation then any amount We have to pay of the ‘Weekly sum insured’ shown on the Certificate of Insurance will be reduced by the amount you receive from the weekly earnings from that other employment or occupation; and
- We do not pay a benefit when You are on unpaid leave or maternity leave; and
- Any payments will cease when the total inability or partial inability to attend to Your usual profession, business or occupation ceases; and
- Any payments will cease on the date You die; and
- Any payments will cease on the date You retire.

## Death benefit

If We pay compensation under item 1 in the table, We also pay Your Estate \$5,000 for funeral expenses.

## Special conditions

### Attending medical appointments

You must comply with any reasonable request We make for You to attend a medical examination with a medical practitioner of Our choice if You are claiming a benefit under this policy. We will pay for the cost of any medical examinations We arrange.

### Change of occupation

You must give Us written notice as soon as reasonably possible if You change Your profession, business or occupation. We have the right to cancel or change the terms on which We are prepared to offer or continue cover. It is important for You to know that We may need to make changes to this Policy as a result of notification if Your change of profession, business or occupation alters our risk under this Policy. When there is a change We will inform You.

If You do not provide such notification before the happening of an event giving rise to a claim under this policy then, subject to the Insurance Contracts Act, 1984, We may refuse to pay a claim, either in whole or in part. The course of action We take when You fail to provide such notification will be considered in each circumstance based on what impact or effect Your failure caused

or contributed to the claim or Our decision to issue Your policy.

### **Compensation from other sources**

If You or Your Estate have been paid or are entitled to be paid compensation for Your injury, inability to work or death by a Person legally liable to compensate You (other than under a personal accident, sickness, illness or life insurance policy You have taken out), the amount We have to pay under this policy is reduced by the amount of the other compensation. If You receive that compensation after We have paid You under this policy, You have to refund what We have paid You to the extent of the other compensation You receive.

### **How to claim**

You or anyone making a claim must give Us written notice, with full details of any injury, inability to work, death or disappearance, as soon as reasonably possible after it occurs.

### **Medical advice**

You must obtain and act on medical advice as soon as reasonably possible if You are claiming benefits for a bodily injury or illness.

### **No cover for initial period**

When 'Exclusion of initial period' is shown on the certificate of insurance, We do not pay any compensation for items 25, 26 or 27 arising out of any injury or Illness for this initial period.

## **Special definitions of words used in this policy**

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

### **Earnings** means:

- if You are self-employed, Your gross weekly income from personal exertion after deducting any expenses incurred in deriving that income, averaged out over a 12 month period prior to the date of the accident or illness
- if You are an employee, Your gross weekly pay inclusive of overtime payments, bonuses, commissions and allowances averaged over a 12 month period prior to the date of the accident or illness (in relation to which We have agreed to pay a claim under the Personal accident and illness policy) or, if You have been employed for a period of less than 12 months, averaged for the period You have been continuously employed up to the 'Weekly sum insured' shown on the Certificate of Insurance.

### **Earnings** does not mean:

- income earned by You as a result of personal exertion or labour of other Persons unless We agree in writing
- income You earn as a result of any employment or services provided on a seasonal or temporary basis.

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## Contact Us

Call **1300 934 934** for your local office.  
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