

# Superior Home and Contents Insurance

Product Disclosure Statement  
and Policy Document.

**Allianz** 

  
**austbrokers**

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The Austbrokers Network was established in 1985 to give individual general insurance brokers the opportunity to enjoy the benefits of a larger group, yet still maintain that all important feel of independence. With a total turnover of over 2.5 billion dollars in general insurance premiums, the Austbrokers Network ranks within the top general insurance broking groups in Australia.\*

Austbrokers Holding Limited (“Austbrokers”) has entered into an arrangement with Allianz Australia Insurance Limited to develop financial products and services that are distributed by Austbrokers members.

For further information about Austbrokers Network please visit [www.austbrokers.com.au](http://www.austbrokers.com.au)†

## Important information about Austbroker’s advice

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

\* Current as at December 2014.

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# About this booklet

This booklet is your Product Disclosure Statement (PDS) and is designed to assist you to make informed choices about your insurance needs. The PDS contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, terms, conditions, exclusions and obligations attaching to this product. Please read this booklet carefully.

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

## Our agreement with you

This booklet, the Policy Schedule and any other document we tell you about forms part of the legal contract between you and us. We call this the "Policy". You pay us the premium, and we provide you with the cover you have chosen as set out in the Policy, during the period of insurance shown on your Policy Schedule or any renewal period. Please keep them in a safe place for future reference.

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

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

We can provide further information about this product or confirmation of any transaction on request.

# Home and Contents Insurance Policy

## Insurer

The Policy is underwritten by Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 of 2 Market Street, Sydney NSW 2000.

## About Allianz

Allianz, is one of Australia's largest general insurers. We utilise years of local expertise, combined with global experience to offer a range of highly featured products and services to our customers. As members of the worldwide Allianz Group, we are committed to the continuous improvement of our products and services and strive to achieve this through knowledge transfer within the Group; dedicated technical research units; sharing globally new product developments and a wide range of risk management services. We also aspire to insurance industry best practice procedures in all aspects of our business.

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

## Significant risks

### Your sum insured may not be adequate

The Policy provides replacement or reinstatement conditions for home and contents which means that claims are settled without contribution for age, depreciation or wear and tear. It is important that the sums insured you select cover the cost of replacing your home and contents on a new for old basis.

The sums insured that you select must make allowance for structural improvements (such as sheds, pergolas, and fencing) and any additional benefits that are included in the sum insured.

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

For example, there is a sub limit on jewellery of \$10,000 per item, and in total 25% of the unspecified contents sum insured. If it would cost more than this to replace your jewellery as new, then you must specify your jewellery items to ensure that you are covered for its full value.

## **A claim may be refused**

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

## **The cost of this insurance Policy**

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

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

Some factors that impact the calculation of your premium include; where the home or contents are located, the sum insured and your previous insurance and claims history.

## **Your Duty of Disclosure**

Before you enter into this insurance with us, you have a duty of disclosure under the Insurance Contracts Act 1984.

The Act imposes a different duty the first time you enter into a contract of insurance with us to that which applies when you vary, extend or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or varied, extended or reinstated as applicable).

## **Your Duty of Disclosure when you enter into the contract with us for the first time**

When answering our specific questions that are relevant to our decision whether to accept the risk of the insurance and, if so, on what terms, you must be honest and disclose to us anything that you know and that a reasonable person in the circumstances would include in answer to the questions.

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

## **Your Duty of Disclosure when you vary, extend or reinstate the contract**

When you vary, extend or reinstate the contract with us, your duty is to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

## **What you do not need to tell us**

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or
- that we know or, in the ordinary course of our business as an insurer, ought to know; or
- as to which compliance with your duty is waived by us.

## **Non-disclosure**

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

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

## Privacy notice

At Allianz, we give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

### How we collect your personal information

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

### Why we collect your personal information

We collect your personal information to enable us to provide our products and services, including to process and settle claims; offer our products and services and those of our related companies, brokers, intermediaries and business partners that may interest you; and conduct market or customer research to determine those products or services that may suit you. You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to our website's Privacy section at [www.allianz.com.au](http://www.allianz.com.au).

### Who we disclose your personal information to

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include

insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

## **Disclosure overseas**

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

## **Access to your personal information and complaints**

You may ask for access to the personal information we hold about you and seek correction by calling 1300 360 529 EST 8am–6pm, Monday to Friday. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how we deal with complaints. Our Privacy Policy is available at [www.allianz.com.au](http://www.allianz.com.au).

## **Telephone call recording**

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

# The General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

You can obtain more information on the Code of Practice and how it assists you by contacting us.

## How to make a claim

Please contact your appointed Insurance Broker to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim. Full details of what you must do for us to consider your claim are provided at the end of this booklet.

## Complaints – Internal and External Complaints Procedure

If you are dissatisfied with our service in any way contact us and we will attempt to resolve the matter in accordance with our Internal Dispute Resolution procedures. To obtain a copy of our procedures contact us on 13 2664 EST 8am–6pm. A dispute can be referred to the Financial Ombudsman Service Australia (FOS) subject to its terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Financial Ombudsman Service Australia

Phone: 1800 367 287

Post: GPO Box 3, Melbourne, Victoria 3001

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

# Cancelling your Policy

## How you may cancel this Policy

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

## How we may cancel this Policy

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

## The premium

We will refund to you the proportion of the premium for the remaining period of insurance. However, in the event you have made a claim under this policy and we have agreed to pay the full sum insured for your property no refund will be made.

## Cooling-off information

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

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

## Providing proof

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

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

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

## Other party's interests

You must tell us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance.

We will protect their interests only if you have told us about them and we have noted them on your Policy Schedule.

## How you can pay your premium

You can pay your premium to your appointed Insurance Broker according to their business practices.

If you pay your premium annually, you must pay it by the due date to your Insurance Broker to ensure your policy is not terminated.

If you pay your premium by instalments we will not pay a claim under this Policy if, at the time the claim occurred, any instalment of premium has remained unpaid for 14 days or more.

If any instalment of premium has remained unpaid for at least one month, we may cancel this Policy. We will send you a notice giving you details of the action we intend to take and when any cancellation will become effective.

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

If you are paying your premium in instalments by direct debit from your credit card or financial institution account, you must tell us if those details change.

## Preventing our right of recovery

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

## Words with special meanings

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

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

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

Words or Term	Meaning
Damage	Any form of physical harm to the insured property but does not include wear and tear.
Excess	The first amount of any claim, which is Your responsibility to contribute. We deduct the Excess shown in the Policy Schedule or Policy Booklet from the amount of Your claim. When a sub-limit is applicable, the Excess will be applied to the claim prior to applying the sub-limit.

Words or Term	Meaning
Flood	<p>Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:</p> <ul style="list-style-type: none"> <li>• a lake (whether or not it has been altered or modified);</li> <li>• a river (whether or not it has been altered or modified);</li> <li>• a creek (whether or not it has been altered or modified);</li> <li>• another natural watercourse (whether or not it has been altered or modified);</li> <li>• a reservoir;</li> <li>• a canal; or</li> <li>• a dam.</li> </ul>
Negotiables	<p>Treasury notes, savings certificates, stamps, money orders, gift certificates and any other negotiable instruments.</p>
Occupied	<p>The home is furnished such that it is comfortably habitable and you, your family or someone with your consent has resided in the home overnight.</p> <p>To be occupied the home must:</p> <ul style="list-style-type: none"> <li>• contain at least one usable bed/mattress</li> <li>• contain at least one dining table or bench, a chair and some other furniture</li> <li>• contain a functioning refrigerator</li> <li>• be connected to the electricity, and</li> <li>• be connected to hot and cold running water.</li> </ul>

Words or Term	Meaning
Period of insurance	The period shown in the Policy Schedule.
Policy Schedule	The document we give you which sets out the details of your cover which are personal to You. It forms parts of the Policy. It shows the cover and any options that you have selected. When your Policy is changed or renewed, we will give you a new Policy Schedule. We also refer to the Policy Schedule as current schedule and schedule.
Site	The address shown on your Policy Schedule where your home is located or your contents are kept. We also refer to the site as the risk address.
We, our or us	Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 of 2 Market Street, Sydney NSW 2000.
You or your	The person(s), companies or firms named on the current Policy Schedule as the "Insured".
Your family	Any member of your family who lives permanently with you, including your partner.  Student children of yours or of your partner, boarding at school or university.

# Part A – Home and/or Contents

This part of the policy contains the following four sections:

- Section 1: What “Home” and “Contents” mean;
- Section 2: Cover for your Home and Contents – Accidental Damage;
- Section 3: Cover for your Legal Liability; and
- Section 4: Additional benefits.

## Section 1: What “Home” and “Contents” mean

### Home

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

### What “home” means

Your “home” is the dwelling used entirely or primarily as a place of residence at the site shown on the Policy Schedule. We also refer to the home as buildings.

“Home” includes the following:

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

- d. landscaping, paved pathways and paved driveways, free standing walls, retaining walls, fences and gates entirely or partly on the site.

## What “home” does not mean

“Home” does not include:

- a. carpets (whether fixed or not), curtains or internal blinds, unless you regularly lease out the home on an unfurnished basis;
- b. earth or gravel pathways or driveways or other unpaved surfaces;
- c. a hotel, motel, nursing home, boarding house, buildings of flats, strata title unit or caravan (whether fixed to the site or not);
- d. any building used for any business or trade, except a dwelling used principally as a place of residence that also contains an office or surgery;
- e. a building in the course of construction;
- f. a temporary building or structure; or
- g. trees, shrubs and any other plant life.

## Contents

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

The total contents sum insured consists of:

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

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

## What “contents” means

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

Contents are:

- a. all household goods (including carpets whether fixed or not), curtains and internal blinds, personal effects, cash, coins and negotiables;
- b. articles of special value which you have listed on the Policy Schedule under “contents specified items”;
- c. if you live in a strata title building, the internal paintwork, wallpaper and any fixture or structural improvement within or attached to that residence which the Body Corporate is not required by law to insure;
- d. if you are a tenant, landlord's fixtures and fittings for which you are legally liable and fixtures and fittings installed by you for your own use;
- e. any of the following equipment if it does not require registration:
  - golf buggies;
  - motorcycles, trail bikes and mini bikes up to 250cc engine capacity;
  - garden equipment including ride on lawn mowers; or
  - motorised wheelchairs and mobility scooters.
- f. canoes, surfboards, surfskis or sailboards, and any other watercraft up to 4 metres in length.

This means that if the watercraft is not a canoe, surfboard, surf-ski or sailboard and it is longer than 4 metres, it is not covered.

A watercraft motor:

- not attached to a watercraft; and

- at the site,  
will be treated by us as a watercraft accessory; and
- g. furniture and equipment of an office or surgery used by you or your family in your own business in the home (including, for this contents cover only, a strata title unit) and tools and equipment used for earning income by you or your family.

## What “contents” does not mean

“Contents” does not include:

- a. fish, birds or animals of any description;
- b. trees, shrubs and any other plant life (other than pot plants);
- c. any caravan or trailer;
- d. motorised vehicles other than those listed in point e. under the heading “What contents means”;
- e. watercraft other than those listed in point f. under the heading “What contents means”;
- f. aircraft or their accessories (other than a non-pilotable model aircraft);
- g. accessories or spare parts, of motor vehicles, caravans, trailers, aircraft or watercraft while they are in or on the motor vehicle, caravan, trailer, aircraft or watercraft;
- h. photographic and video equipment and musical instruments or musical equipment used for earning any income;
- i. any property:
  - illegally in your possession;
  - stored in a dangerous and illegal way; or
  - any equipment connected with growing or creating any illegal substance; or
- j. your home or any part of your home.

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

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

You are insured against accidental loss or damage (including the Specified Events listed below) to your home, contents or both at the site during the period of insurance. Property that belongs to your family or for which you or your family are legally responsible will be treated as though it is your property.

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

### Specified Events

“Specified Events” means loss or damage directly caused by the following events a. to s.:

- a. fire;
- b. lightning;
- c. thunderbolt;
- d. explosion;
- e. implosion;
- f. earthquake or tsunami;
- g. subterranean fire;
- h. volcanic eruption;
- i. impact (“impact” means a collision of two or more objects);
- j. aircraft and/or other aerial devices and/or articles; dropped from them;
- k. sonic boom;

- l. theft;
- m. breakage of glass;
- n. the acts of persons taking part in riots or civil commotion or of strikes or of locked-out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising;
- o. falling objects;
- p. water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes;
- q. storm, tempest, rainwater, wind, hail, tornado, cyclone; or hurricane, freeze or weight of snow;
- r. power surge; and
- s. deliberate or malicious acts.

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

With respect to deliberate or malicious acts, this exclusion will not apply to loss or damage caused by fire, explosion, or impact by a vehicle.

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

There are other limits and exclusions that apply. In particular, please read "How we will pay", "When you are not covered" and "General conditions".

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

Note: Unless your schedule shows you are covered for flood, this policy does not cover loss, liability, injury or damage caused by or arising from:

- flood; or
- flood water combined with run-off and/or rainwater.

You are insured against	But not
<p>a. Mechanical and electrical breakdown</p> <p>Mechanical breakdown means: Any sudden and unforeseen physical loss or damage which may include (but not limited to) the actual fusing, breakdown seizing, deformation or explosion of any part of the insured item of machinery which is sufficient to prevent the machinery undertaking its normal operation.</p> <p>If your home is insured by this Policy, we pay for loss or damage caused by mechanical or electrical breakdown to built in:</p> <ul style="list-style-type: none"> <li>• air conditioners and coolers, fans;</li> <li>• dishwashers, spas and pool filter motors; and</li> <li>• vacuum cleaners, security gates or garage doors.</li> </ul>	<p>The mechanical or electrical breakdown of:</p> <ul style="list-style-type: none"> <li>• radios, stereos, CD players or amplifying equipment, televisions, video players;</li> <li>• recorders or cameras, microwave ovens;</li> <li>• equipment or motors under manufacturer's guarantee or warranty; or</li> <li>• any item which is more than 15 years old, however, we will pay for fusion of electric motors that are no more than 20 years old from the date of purchase or motor rewinding. <ul style="list-style-type: none"> <li>– 20% per annum depreciation applies to the total repair cost for each year over 15 years old but not exceeding 90% of the total cost after applying your excess applicable.</li> </ul> </li> </ul>

You are insured against	But not
<p>If your contents are insured by this Policy, we pay for loss or damage caused by mechanical or electrical breakdown to:</p> <ul style="list-style-type: none"> <li>• refrigerators, freezers, washing machines, clothes dryers;</li> <li>• portable air conditioners and coolers, portable fans;</li> <li>• portable vacuum cleaners, spa and pool filter motors, if the spa or pool motor is not built in or portable dishwashers; and</li> <li>• water pumps used for domestic purposes.</li> </ul>	
<p>b. Spoilage of food If this Policy insures your contents, we also pay for spoilage of food in domestic refrigerators or freezers at the site caused by:</p> <ul style="list-style-type: none"> <li>• breakdown of the refrigerator or freezer;</li> <li>• failure of the electricity supply;</li> <li>• contamination by lubricant oil or refrigerant; or</li> <li>• accidental damage to the refrigerator or freezer</li> </ul>	<p>Spoilage as a result of:</p> <ul style="list-style-type: none"> <li>• strikes; or</li> <li>• intentionally switching off or disconnecting the electric supply.</li> </ul>

You are insured against	But not
<p>c. Flood or flood water combined with run-off and/or rainwater</p> <p>If you have selected Flood cover on this Policy for your Buildings and/or Contents</p> <p>We will pay for loss or damage caused by flood or flood water combined with run-off and/or rainwater</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> <li>• loss or damage caused by storm, rainwater or run-off (except where the run-off and/or rainwater is combined with flood water)</li> </ul> <p>Note: You may be covered for storm, rainwater or run-off under the insured event (q) Storm (including cyclone or hurricane) and/or rain, which may be accompanied by snow, sleet or hail;</p> <ul style="list-style-type: none"> <li>• loss or damage caused by action of the sea, high water or tidal wave;</li> <li>• loss or damage caused by: <ul style="list-style-type: none"> <li>– soil movement including erosion, landslide, mudslide or subsidence, unless it is directly caused by and occurs within 72 hours of the flood;</li> <li>– shrinkage or expansion of earth or land; or</li> <li>– hydrostatic pressure;</li> </ul> </li> <li>• loss or damage to gates or fences if they are not well maintained and are not in good order and repair;</li> <li>• loss or damage to retaining walls;</li> <li>• loss or damage to swimming pool and spa covers, their liners or their solar domes;</li> <li>• loss or damage to pontoons, jetties or bridges; or</li> <li>• the cost of cleaning mud or debris out of tanks, swimming pools or spas</li> <li>• Flood, if you have removed this cover from your policy.</li> </ul>

# How we will pay

## Home

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

If your home is damaged beyond economic repair, we will pay no more than the reasonable cost of replacement when new even if you have insured for an amount greater than the reasonable cost of replacement when new.

When we pay your claim for your home being damaged beyond economic repair, the Policy is exhausted and comes to an end.

- b. You may choose to have the home replaced at another site, but we do not pay more than we would have had we replaced the home at the insured site;
- c. If your home is damaged beyond economic repair and you do not commence rebuilding within 6 months of the damage occurring, (or any other period which we agree with you in writing) you may have to pay any increase in cost caused by your delay.
- d. If part of your home is damaged and we agree to pay your claim, we pay only for the part or parts of the home that actually sustained damage. We do not pay to replace any undamaged materials.
- e. You will not be required to pay any excess in the event that your building or contents are a total loss or when the loss or damage is a result of a government declared natural disaster other than earthquake or tsunami.

However, if:

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

#### Example 1

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

(In addition, we would pay for damage sustained in locating the leak (Additional benefit 25).

#### Example 2

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

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

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

## Contents

a. At our option we:

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

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

b. If we agree to pay a claim where film, photos, home movies or home videos or any similar recorded material is destroyed, we pay for the replacement with new, blank film, videos or similar (e.g. If a compact disc upon which you had photos stored is destroyed, we would replace it with a new, blank compact disc). We do not pay to reconstruct any circumstances or conditions.

- c. If we agree to pay a claim where software is lost, damaged or destroyed, we pay the cost to replace it with the nearest equivalent new software. We do not pay for any software that was acquired by you at no cost.
- d. Where an item required to settle a claim that we agree to pay is not commercially available in Australia, at our option, we:
- replace the item with the nearest equivalent or similar new item available in Australia or overseas; or
  - pay the cost to replace the item with the nearest equivalent or similar new item available in Australia or overseas.
- e. The maximum we pay on the following contents items is shown in the table below. We will pay up to the amount specified for each item. You may obtain higher limits for a. by having the items specified on your Policy Schedule. We will pay up to the amount specified for each item.

Contents where a maximum limit applies	Maximum Limit
a. Items of jewellery, gold or silver articles, furs, watches, coin collection and medals	\$10,000 per item and in total 25% of the sum insured for unspecified contents
b. Equipment used by you or your family for earning income	\$10,000 in total Including a maximum of \$5,000 for business stock kept temporarily in the home

Contents where a maximum limit applies	Maximum Limit
c. Accessories, or spare parts of motor vehicles (including motorcycles and motor scooters), caravans, trailers and watercraft, NOT in or on the motor vehicle, caravan, trailer or watercraft. We include motor vehicle keys, remote locking or alarm devices as accessories while they are not in or on the motor vehicle, but we do not pay for any recoding of devices or changing of vehicle locks	\$4,000 in total
d. Cash, treasury notes, savings certificate, stamps, money order and other negotiable instruments bullions or documents	\$2,000 in total
e. Data stored on any computer disk or tape (including cost of data restoration)	\$1,000 in total

**Note:**

Where an item could be classified under more than one of the above maximum limits, a. through to e., the lower or lowest limit applies. For example, if an item of unspecified, antique jewellery worth \$17,000 was stolen from the home and we agreed to pay the claim, the

maximum limit of \$10,000 for jewellery would apply even though there is no sub limit for antiques. If the item has been specified for \$17,000, then we would pay up to \$17,000 to replace the item. The sum we pay you would be subject to any applicable excess.

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

## Antiques

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

For example:

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

- f. Floor and Wall Coverings, Blinds and Curtains For wall coverings, and carpets and other floor coverings, curtains and internal blinds, we pay only for items in the room, hall or passage, where the damage occurred.

g. Pairs and Sets

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

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

If you elect not to surrender the remaining article(s) of the pair or set to us, then we will only pay for the value of the item itself. The most we will pay is the value that the item has as a proportion of the combined pair or set.

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

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

## Section 3: Cover for your Legal Liability

### What you are covered against

#### If this Policy covers your home

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

a. personal injury to any person; and/or

b. the loss of, or damage to, property,

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

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

#### If this Policy covers your contents

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

a. personal injury to any person; and/or

b. the loss of, or damage to, property,

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

#### Definitions applicable to Section 3

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

Personal injury means:

- a. bodily injury, death, sickness, disease, shock, fright, mental anguish, psychiatric or psychological disorder or mental injury; or
- b. the publication or utterance of libellous or slanderous comments;

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

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

Property damage means:

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

## **Additional benefits – Liability**

If this Policy covers your home and we have agreed to pay a claim for the total loss of your buildings, we will also insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for:

- a. personal injury to any person; and/or
- b. the loss of, or damage to, property, resulting from an occurrence at the site during the period of insurance and during the period from the date of a total loss of your buildings until the earlier of the date:
  - rebuilding commences at the site;

- the land is sold;
- another insurance policy is taken out to cover the risk;
- six (6) months from the date of the total loss.

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

## Motor Vehicle Liability

What we insure you against:

- a. We insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for:
  - personal injury to, any person; and/or
  - the loss of, or damage to, property;
 arising from the ownership, custody, or use of:
  - any vehicle which is a type that is not required to be registered by law;
  - any motorised wheelchair; or
  - any domestic trailer not attached to any vehicle,
 resulting from an occurrence during the period of insurance.
  
- b. We also insure you or any member of your family against claims for:
  - personal injury caused by you or your family solely as a result of you or your family being passengers in a registered vehicle; or
  - personal injury caused by any registered vehicle if the occurrence causing the death or bodily injury takes place at the site,
 during the period of insurance.

## When we do not insure you or your family

We do not insure you or your family:

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

## Committee Member of a Social or Sporting Club

### What we insure you against

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

We will not pay if you receive more than \$1,000 per year for holding the position. We only pay for a claim made as a result of an occurrence during the period of insurance.

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

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

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

## What you are NOT covered against

(applies to “Legal liability” and “Additional benefits – liability”)

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

1. We do not insure you or your family:
  - a. against any liability caused by or arising directly or indirectly, out of or in connection with the actual or alleged use or presence of Asbestos; or
  - b. against fines, penalties, or punitive, aggravated, multiple or exemplary damages.
2. We do not insure you or your family against liabilities arising from:
  - a. any agreement, unless liability would have attached to you or your family if that agreement did not exist, or, unless the agreement is a lease agreement for your residential tenancy;
  - b. personal injury to you or to any person who normally lives with you;
  - c. personal injury to anyone employed by you or by someone who lives with you if the injury arises out of their employment;
  - d. damage to property belonging to you or any person who normally lives with you or to your or their employees;
  - e. any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme;
  - f. the ownership, custody, or use of any lift, other than a lift that exclusively services your home provided that your home is freestanding and solely occupied by you and your family, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 4 metres in length (except canoes, surfboards, surf skis or sailboards) or motorised watercraft in excess of 10 horsepower;

- g. the conduct of any activity carried on by you or your family for reward except:
- for letting the home for domestic Purposes;
  - as a club committee member as provided under additional benefit Committee Member of a Social or Sporting Club on page 34; or
  - babysitting on a casual basis. Babysitting cannot be considered to be on a casual basis where:
    - the babysitting is not of a casual nature;
    - any licence or other permission is required by any government body or public authority in order to legally conduct the babysitting;
    - the income derived from babysitting is the primary or only source of the household's income; or
    - there is a registered business associated with the babysitting.

This exclusion does not apply to your liability for personal injury to persons while they are attending a domestic garage sale provided:

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

- h. vibration or the weakening of, removal of or interference with support to land, buildings or other property;
- i. building work, construction or demolition of a building, including the home if the value of the work exceeds \$100,000;
- j. personal injury to any person arising out of the transmission of any communicable disease by you or your family;
- k. the ownership of land, buildings or structures other than the home insured by this Policy;
- l. loss, damage or injury intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family unless it was reasonable to reduce loss, damage or injury that otherwise would have occurred;
- m. the lawful seizure, confiscation, nationalisation or requisition of the property insured;
- n. destruction of or damage to property by any government or public or local authority;
- o. the ownership or use of any motor vehicle other than under the cover given by the "Additional benefit – Motor Vehicle Liability"; or
- p. the discharge, dispersal, release or escape of pollutants defined as smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

Except for accidents happening in Canada or the United States of America, this exclusion will not apply if such a discharge, dispersal, release or escape is caused by sudden accidental unexpected and unintended happening. We will not pay expenses for the prevention of such contamination or pollution.

3. We will not cover any liability for claims arising directly or indirectly from or in any way connected with, the existence, use, operation or maintenance, at any time, of electronic mail, a computer virus, an internet site or other internet based service, intranet or any web site.

## What we will pay

- a. We pay up to \$20,000,000 for any one occurrence during the period of insurance.
- b. We do not pay more than this amount in total under all policies we have issued to you which cover the same liability.
- c. In addition to this amount, we pay legal costs for which we have provided prior written approval.
- d. In addition to this amount we pay court appearance expenses which we approve. Court appearance expenses shall include up to \$250 per day but excluding the first day, to a total of \$5,000 in any one Period of Insurance for proven income loss by you or a member of your family at our request. Provided that we will only reimburse income loss for days on which you are not able to conduct any income-earning activity whatsoever.

## Section 4: Additional benefits

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

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

### 1. Contents away from your home

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

We insure your contents anywhere:

- in Australia or New Zealand whilst they are:
  - temporarily away from the site, or;
  - your student children's contents while your child is temporarily residing and studying away from home; or
  - in a bank or safe deposit, or in a secured storeroom on the premises of a sporting club, where you or your family are a member; and
- in the rest of the world-while they are temporarily away from the site, for a period of up to 180 days, in any one period of insurance.

We insure under this additional benefit items that you have purchased in Australia or overseas, provided that:

- you intend to return the item to the site for an indefinite Period; and
- the item would be contents as defined in this policy once they are returned to the site.

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

a. the following items:

- contents in transit during a permanent removal from the site (other than as described in "Additional benefit 11 – Contents being conveyed to your new residence", and covered under Additional benefit 9 – "Change of site");
- property used in connection with a profession, trade or business; or
- contents in storage, other than as described in Additional benefit 2, – "Contents in Storage"; or

b. the following items' accessories or spare parts while they are contained in a tent, vehicle, watercraft, aircraft or in the open air:

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

- motor vehicle (including motorcycle and motor scooters), caravans and trailers.

“Open air” includes non lockable structures and non lockable parts of structures not at the site.

The maximum we pay for items while they are temporarily removed from your site is subject to the limits described under the section "How we will pay – Contents", or as otherwise specified on your Policy Schedule under the Personal Effects option and you have paid any additional premium we require.

## 2. Contents in storage

If this Policy insures your contents, we pay for loss or damage to them caused by an insured event when they are in storage provided you obtain our written agreement before they are put into storage.

We do not pay for:

- your contents stored in open plan storage premises, including furniture repositories, warehouses, factories, or other industrial premises;
- your contents stored in shipping containers; or
- any jewellery, or negotiable instruments whilst they are in storage.

## 3. Fees

If this Policy insures your home, and

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

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

## 4. Removal of debris

If this Policy insures your home, and

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

we pay the reasonable costs of demolition and removal of debris from the site if the damage is caused directly by a fallen tree or branch that has, as a result of the insured event, become debris, we will remove the tree or branch from the site. We will remove a standing tree or branch that formed part of the tree that caused the insured damage only if:

- a. we agree that the remaining tree or branch is unsafe;
- b. the remaining tree or branch only became unsafe as a direct result of the event covered under this Policy causing damage to the tree; and
- c. all necessary approvals have been obtained and removal of the tree or branch would not result in a breach of any laws, by-laws, regulations or contractual obligations.

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

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

If it is not necessary to remove the stump to repair or replace your home, then we will pay the cost of treating the stump to prevent re-growth.

If this Policy insures your contents, and

- they are damaged as a result of an event insured under this Policy; and

- we agree to pay a claim,

we pay the reasonable costs of removal of contents debris from the site.

## **5. Extra costs of reinstatement**

If this Policy insures your home, and it is damaged as a result of an event insured under this Policy, and we agree to pay a claim, we pay up to \$25,000 for the extra costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your home at the site.

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

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

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

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

We do not pay if:

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

## **7. "Visitors" contents**

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

We do not pay:

- for “visitors” or “employees” contents that are insured under another policy taken out by someone other than you or your family.

## **8. Replacement of locks and keys**

We pay to replace or alter locks and/or keys, or remote control devices if:

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

## **9. Change of site**

If this Policy insures your contents and you are moving into a new home within Australia, we insure your contents at both sites for a maximum of 45 days. The maximum we pay at each site will be the proportion of the sum insured that the value of the contents at that site bears to the total value of the contents at both sites.

You must tell us of your new address within 45 days of first moving to it. If you wish to insure your contents at your new address after that 45 days we must agree to insure them at that address.

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

## **10. Contracting purchaser**

If this Policy insures your home, and you have entered a contract to sell the home, this Policy insures the purchaser(s) for their respective rights and interests until:

- the sale is completed;
- the purchaser takes possession of Your Home;
- the sale is terminated; or
- this Policy expires,

whichever happens first.

## **11. Contents being conveyed to your new residence**

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

We insure your contents damaged directly by:

- theft from the conveying vehicle;
- fire on the conveying vehicle;
- flood damage to the contents in the conveying vehicle;
- collision and/or overturning of the conveying vehicle while your contents are in transit by road or rail to:
  - your new, principal place of residence; or
  - a storage facility at which your contents or some of your contents will be temporarily located pending conveyance to your new principal place of residence, within Australia.

## **12. Trees, shrubs and plants**

If you occupy the home insured by this Policy as your primary residence, we pay for damage caused directly by accidental or malicious damage to trees, shrubs, hedges, lawns or plants except for specified event q. In relation to specified event q., we pay no more than \$5,000 per event.

We only repair or replace trees, plants or shrubs, that are so damaged that they die, are permanently disfigured or not recovered after being stolen.

## **13. Veterinary expenses for domestic cats and dogs**

If this policy insures your contents in your primary residence, we pay the reasonable veterinary expenses incurred by you, if your pet is injured during the period of insurance as a result of fire, lightning, earthquake or a road accident.

We will not pay under this additional benefit more than \$1,000 in total in any one period of insurance.

## 14. Taxation audit

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

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

We do not pay or reimburse you for:

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

## 15. Legal defence costs

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

You must advise us of any such legal proceedings in writing.

We only pay legal costs and expenses incurred with our consent.

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

We do not pay or reimburse for proceedings or claims:

- for death, bodily injury to, or disease of, any person;
- for any road traffic or boating offence committed by you;
- for any matter arising out of your business, occupation or profession;
- for any awards of damages made against you;
- for or relating to fines, penalties, punitive damages;
- by family members including spouse, ex-spouse, partner, or ex-partner;
- for or relating to divorce, separation, child visiting, maintenance, property disputes;
- for or relating to dishonesty, intentional violence, or misconduct;
- for or relating to defamation or slander;
- relating to facts or occurrences, occurring prior to the commencement of the Policy which you knew or ought to have known at the time of commencement of this Policy, would, or might, give rise to a claim;

- initiated, threatened or commenced prior to the commencement of this Policy;
- under or relating to any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme or compulsory third party insurance; or
- which could have been made under Section 3 “Cover for your legal liability” if you had chosen to insure your home (if you own it) or your contents.

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

If this Policy insures your contents in your primary residence, we will pay up to \$2,500 for the reasonable costs actually incurred by you for the security firm that monitors your burglar alarm to attend your home during or immediately after an actual or attempted burglary from your home.

We do not pay:

- for any false alarms; or
- where there is no evidence of a burglary or an attempted burglary.

## **17. Replacement of documentation**

If this Policy insures your contents in your primary residence we will pay up to \$2,000 for the costs to reinstate, reproduce or restore your documents directly damaged by an event that has caused a claim that we agree to pay, whilst contained in the home or security vault. This includes the information contained on the documents.

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

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

## 19. Loss of rent or temporary accommodation

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

- a. If the policy insures your home we pay up to \$20,000, or 20% of the sum insured for your home whichever is the higher, for:
  - additional cost of reasonable temporary accommodation where the home is your principal place of residence; or
  - loss of rent or rental value, if the home is tenanted or is between tenants at the time the loss or damage occurred.
- b. If the policy only insures your contents we pay up to \$20,000, or 20% of the sum insured for your contents, whichever is the higher, for:
  - additional cost of reasonable temporary accommodation where the home is your principal place of residence;
  - loss of rent or rental value, if the home is a strata title residence and it is tenanted or is between tenants at the time the loss or damage occurred; or
  - removal of your contents from your home for up to 15 months.

Included in the above, we pay under this Additional benefit 19. for the cost of temporary accommodation of your pets in a commercial boarding establishment when we have agreed to pay a claim for your temporary accommodation.

### **Forced Evacuation by Government Authority**

If this policy insures the building that you let to tenants, and if your home cannot be lived in because a government authority prohibits you from using it, we pay any resultant rent lost. We pay for a maximum of 60 days for your home for loss of rent or rentable value if the home is tenanted or is between tenants at the time the loss or damage occurred.

The prohibition must be as a direct result of damage to neighbouring premises that would be classed as insured damage under this Policy.

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

If you cannot live at the situation because a government authority denies you access, we will pay any increase in your living expenses that is necessary and reasonable to maintain your normal standard of living for up to 60 days. The denial must be as a direct result of damage to neighbouring premises that would be classed as insured damage under this Policy. We will not cover loss due to cancellation of a lease or agreement.

Under Additional benefit 19., we do not pay for:

- loss of rent if the home has not been tenanted for 30 consecutive days immediately before the loss;
- any rent lost after the home is capable of being tenanted; or
- any rent lost later than 12 months after the damage occurs.

If You are a tenant, “additional costs” means costs over and above the amount for which you were renting the home when it was fit to live in.

## **20. Automatic reinstatement of sum insured**

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

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

- you request otherwise; or
- we tell you otherwise.

## 21. Inflation adjustment

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

During each period of insurance we increase the home and contents sums insured shown on your current Policy Schedule per month until the next renewal. We do this with reference to the Consumer Price Index or other relevant index.

There will be no additional premium payable during the Period of Insurance. However, at the end of each Period of Insurance the renewal premium for the next Period of Insurance will be calculated on the amount of an increased sum(s) insured.

## 22. Compensation for death quadriplegia or paraplegia

If this Policy insures your contents in your primary residence:

- we pay to the legal representative of the deceased person up to \$15,000 in the event of death of you or a member of your family normally living with you
- as a direct result of physical injury caused by an event at the site,

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

We do not pay in any one period of insurance more than \$15,000 in total under this additional benefit.

If you or a member of your family normally living with you are permanently and totally disabled as a direct result of an insured event occurring at the site, we pay you up to \$15,000.

“Permanent total disablement” means:

Total paralysis of both legs and a part of or the whole of the lower half of the body; or total paralysis of both legs and both arms; which continues for a period of 12 months, and after that time is considered to be of indefinite duration.

## **23. Modifications to the home**

If you or a member of your family living with you are permanently and totally disabled as a direct result of an insured event occurring at the site, we pay up to \$25,000 for the cost incurred by you in modifying your home, or in relocating you to a suitable home if you are a tenant.

## **24. Legal costs**

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

## **25. Location costs – escaping liquid**

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

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

## **26. Professional fees**

We pay professional fees which you incur, with our consent, in the preparation of your claim.

The maximum we pay in one period of insurance is:

- 20% of your total claims cost; or
- \$5,000,

whichever is the lesser.

## **27. Counselling**

If your home is insured by this Policy as your primary residence or this Policy insures your contents in your primary residence, and you or a member of your family require counselling as a direct result of an insured event at the site, we will pay up to \$1,000 for this professional service.

We do not insure you or your family for any payment that would contravene any legislation, including but not limited to, the *National Health Act 1953*.

## **28. Temporary Protection**

If this Policy insures your home and we agree to pay a claim under this Policy, we will also pay the reasonable costs of temporary protection of your home. If this Policy insures your contents, we also pay for storage charges necessarily and reasonably incurred to protect them from further loss or damage following a claim by fire, storm or rainwater.

## **29. Building Materials**

We will pay up to \$2,000 in any one Period of Insurance for loss incurred by you if building materials are lost or damaged at the site during the Period of Insurance due to an insured event. Cover only applies to building materials intended to be used for repairs, alterations or additions to your home at the site.

## **30. New Replacement Residence – Temporary Cover**

We will provide cover for an additional residential building when you purchase it for a maximum of 30 days from the date you sign a contract of purchase. The amount of cover provided is limited to the sum insured on your home shown on your Policy Schedule. We only provide this cover when the residential building is replacing the home on your policy schedule as your primary residence.

## **31. Fire Brigade Attendance Fees**

If a fire brigade is called to protect your home or its grounds against fire or another emergency, we will pay up to \$500 for any charges imposed by law.

## **32. Identity Fraud**

If this Policy insures your contents in your primary residence and your identity is lost and/or stolen and someone knowingly uses your personal details without lawful authority for fraudulent use and/or financial gain, we will pay up to \$5,000

per period of insurance for your costs and expenses incurred to restore your identity from its unauthorised use. Our liability under this Additional benefit 32. is limited as follows:

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

We will not pay any claim where the identity theft;

Is caused by:

- you or your collusion;
- your family or their collusion
- an ex-partner;
- someone who normally lives with you, or arises out of;
- you or your family committing an illegal or dishonest act;
- you breaching any security requirements or conditions imposed by any financial institution,

such as in relation to your password or personal identification number or personal access number;

- if you are not an Australian resident; or
- business interruption in relation to any business.

We do not re-pay any loans or other amounts fraudulently procured in your name. We do not pay any fines or for any infringements or penalties imposed. We do not pay any costs that are or could be reimbursed from another party, for example, a financial institution.

### **33. Environmental Benefits**

Applicable only when you have Contents cover

- If the claim relates to replacement of the following lost or damaged refrigerators, freezers, washing machines, clothes dryers and dishwashers, with less than a 3 star energy rating,

we will replace these items with items that have a minimum 3 star energy rating.

Applicable only when you have Home cover

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

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

A rainwater tank facility includes:

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

A solar power system includes:

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

A hot water heat exchange system includes:

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

A grey water recycling system includes:

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

### **34. Resultant damage following faulty workmanship**

Applicable only when you have Buildings cover

We will cover the cost to repair the resultant damage caused by faulty workmanship.

We will not pay for resultant damage if;

- You knew or should have reasonably known about the faulty workmanship,
- If You have the right to claim from anyone else for the damage, or
- If the defect or faulty workmanship has previously caused damage.

We do not cover the cost to repair or replace the defect or faulty workmanship.

# Part B – Personal Effects

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

- anywhere in Australia or New Zealand; and
- for up to 180 days in any one period of insurance, anywhere in the world,

against loss, theft or damage to specified personal effects belonging to you, your family or for which you or they are legally responsible including:

- i. jewellery, gold or silver articles, furs, watches; and
- ii. collections of any kind.

This Policy automatically covers these items i. and ii. while they are temporarily removed from the site under Additional benefit 1., for \$10,000 per item up to 25% of your unspecified contents sum insured. However, if you wish to insure items while they are temporarily removed from the site for amounts greater than this, then you need to select and pay for this personal effects option.

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

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

## What we do not insure

The following items are not covered under this personal effects option:

- cash, negotiables or financial transaction cards;
- unset precious or semi-precious stones; or

- items being cleaned, repaired, restored, or on exhibition away from the site.

## How much we will pay for loss or damage

a. At our option we:

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

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

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

- b. If we agree to pay a claim where film, photos, home movies or home videos or any similar recorded material is destroyed, we pay for the replacement with new, blank film, videos or similar (e.g. If a compact disc upon which you had photos stored is destroyed, we would replace it with a new, blank compact disc). We do not pay to reconstruct any circumstances or conditions.

- c. If we agree to pay a claim where software is lost, damaged or destroyed, we pay the cost to replace it with the nearest equivalent new software. We do not pay for any software that was acquired by you at no cost.
- d. Where an item required to settle a claim that we agree to pay is not commercially available in Australia, at our option, we:
- replace the item with the nearest equivalent or similar new item available in Australia or overseas, or
  - pay the cost to replace the item with the nearest equivalent or similar new item available in Australia or overseas.
- e. Pairs and Sets

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

If you elect not to surrender the remaining article(s) of the pair or set to us, then we pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a pair or set, or for any reduction in value of the remaining part or parts.

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

# Part C – Domestic Workers Compensation

(Not available in all states or territories of Australia)

Your Policy Schedule indicates whether you have chosen this option.

Where you employ a domestic worker, we will pay the amount you are liable to pay if they are injured while working for you.

The relevant workers' compensation legislation for your State will determine what amount we will pay.

We will not pay for workers who are working for you in your own business, trade, or profession.

When this cover is operative it is provided by:

- Allianz Australia Insurance Limited ABN 15 000 122 850 in the Australian Capital Territory;
- Allianz Australia Insurance Limited ABN 15 000 122 850 in Western Australia; or
- Allianz Australia Insurance Limited ABN 15 000 122 850 in Tasmania.

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

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

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

Where a sub-limit is applicable, the excess will be applied to the claim prior to applying the sub-limit. For example, if a ring worth \$17,000 was stolen from the home and it has not been specified, the \$10,000 per item jewellery sub-limit would apply.

If a \$100 excess was applicable, this would be applied to the \$17,000 claim, rather than the \$10,000 sub-limit. Therefore, \$10,000 would be payable. If the ring had been specified for \$17,000, we would pay \$16,900 – the \$17,000 claim less the \$100 excess. If the stolen ring was worth only \$1,000, we would pay \$900 – \$1,000 less the \$100 excess.

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

All loss, destruction or damage occurring within a period of 72 hours of the earthquake or tsunami is regarded as the one event.

## When you will not have to pay an Excess

You will not be required to pay any excess in the event that your building or contents are a total loss or when the loss or damage is a result of a government declared natural disaster other than earthquake or tsunami.

# When you are not covered

## General exclusions applying to Parts A and B of this Policy

The following general exclusions apply to Parts A and B of this Policy.

1. This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - a. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - b. Any act(s) of terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

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

- involves violence against one or more persons;

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

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

2. This Policy does not cover:
- a. loss or damage intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family; or
  - b. loss or damage resulting from or caused by:
    - the lawful seizure, confiscation, nationalisation or requisition of the property insured;
    - destruction of or damage to property by any government or public or local authority other than a fire brigade responding to an event insured under this policy;
    - flood, unless your schedule shows you are covered for flood;
    - erosion, subsidence, landslide or earth movement other than as a direct result of:
      - storm;

- earthquake;
- explosion; or
- escaping liquid, and occurring no more than 72 hours after the event
- the action of the sea, high water, tidal wave;
- water seeping through a wall or floor, other than escaping from a gutter, drain, tank, pipe, water-bed or other apparatus designed to store or carry any liquid located on or outside the home site;
- water entering the home through an opening made for the purpose of alterations, additions, renovations or repair;
- inherent defects, structural defects, faulty workmanship or faulty design;
- wear, tear, rust, corrosion, depreciation or gradual deterioration;
- mildew, mould, algae, atmospheric or climatic conditions (other than storm);
- settling, shrinkage or expansion in buildings, foundations, walls or pavements;
- the removal or weakening of supports or foundations for the purpose of alterations additions, renovations or repair;
- any consequential loss other than that specifically provided by this Policy;
- vermin or insects gnawing, biting, chewing, pecking, clawing, scratching or in any way polluting or contaminating your home or contents.

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

- the deliberate application of heat (for example, this would include where an element under or forming part of a ceramic cooktop causes damage to the cooktop);
- tree roots.

However, this exclusion applies only to damage caused directly by tree roots. For example, if tree roots damage and block a pipe, we will pay for the resultant damage to the home caused by water overflowing in the home. We will not pay for the damage to the pipe.

c. loss or damage to:

- sporting equipment (other than bicycles) while in use or play;
- bicycles while they are used for racing or pace making; or
- any electronic data caused by any computer or system malfunction, virus, trojan horse, worm, logic or time bomb, trap door or back door or any other type of computer hacking or similar attack.

# General conditions

## Changing your Policy

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

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

## Other interests

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

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

## Cancelling your Policy

### How you may cancel this Policy

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

### How we may cancel this Policy

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

## The premium

We will refund to you the proportion of the premium for the remaining period of insurance. However, in the event you have made a claim under this policy and we have agreed to pay the full sum insured for your property no refund will be made.

## Notices

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

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

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

## Changes

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

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

- you no longer are the owner occupier of the home, because you now let the home to tenants or use the home as a holiday home;
- you are having renovations undertaken;
- the home is left vacant or unoccupied for a period exceeding 100 days;
- the home falls into a state of disrepair;
- your home is opened up to the public for an exhibition or similar event (including if it is not for reward); or
- you are participating in a public exhibition (including if it is not for reward).

## Unoccupancy

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

If you do not do so, the cover for home and contents is limited to lightning, thunderbolt and earthquake, and impact by a vehicle, aircraft or waterborne craft, space debris, aircraft,

rocket, or satellite for the period in excess of 100 consecutive days during which the home has been left unoccupied.

The period of 100 consecutive days is calculated from the date when the home was last occupied (as defined in “Words with Special Meanings”) regardless of the commencement or renewal date of the Policy.

## **Salvage**

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

## **Burglary protection**

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

If any of these devices is removed, altered, or left inoperative while you are absent from the site for more than 24 hours, without our prior consent, we may have the right to decline or reduce, a claim to which this action contributes.

## **Care and maintenance**

If you do not take reasonable care to:

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

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

## Adjustment of premium on renewal

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

## GST Notice

This policy has a GST provision in relation to premium and our payment to you for claims. It may have an impact on how you determine the amount of insurance you need. Please read it carefully. Seek professional advice if you have any queries about GST and your insurance.

## Sums insured

All monetary limits in this policy may be increased for GST in some circumstances (see below).

## Claim settlements – Where we agree to pay

When we calculate the amount we will pay you, we will have regard to the items below:

- Where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a damaged item insured under the policy) we will pay for the GST amount.

We will pay the GST amount in addition to the sum insured/limit of indemnity or other limits shown in the policy or in the current schedule.

If your sum insured/limit of liability is not sufficient to cover your loss, we will only pay the GST amount that relates to our settlement of your claim.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled.

- Where we make a payment under this policy as compensation instead of payment for a relevant acquisition, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to had the payment been applied to a relevant acquisition.
- Where the policy insures business interruption, we will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by your business that is relevant to your claim.

### **Disclosure – Input tax credit entitlement**

If you register, or are registered, for GST you are required to tell us your entitlement to an input tax credit on your premium. If you fail to disclose or understate your entitlement, you may be liable for GST on a claim we may pay. This policy does not cover you for this GST liability, or for any fine, penalty or charge for which you may be liable.

# Strata title mortgage protection cover

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

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

We will pay the mortgagee the lowest of:

- a. the sum insured shown on the Policy Schedule;
- b. the amount to repair the damage to a condition similar to but no better than when new;
- c. if the body corporate (or similar) partially covers the loss, then the difference between what the body corporate's insurance pays and the cost of the damage; or
- d. the amount sufficient to discharge the mortgage held by you over the unit at the date of damage.

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

We only pay a claim if:

- a. a claim would be payable under this Policy (and not subject to any exclusion or other limitation in the Policy, including the exclusions on pages 61 to 64);
- b. the policy of the body corporate or similar does not apply or only partially covers the loss; and
- c. the mortgagee requires you to discharge your mortgage.

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

- a. no additional benefits are payable under this Policy;
- b. no legal liability cover is provided; and
- c. no optional covers such as Domestic Workers Compensation, or Valuables Cover are provided.

# Claims

## What you must do

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

- take all reasonable precautions to prevent further loss, damage or liability;
- notify the police immediately if:
  - any of your property is lost, stolen, or maliciously or intentionally damaged; or
  - you become aware that you have become a victim of identity fraud;
- tell us or your Insurance Broker as soon as possible. You will be provided with a claim form and advice on the procedure to follow;
- supply us with all information we require to settle or defend the claim;
- notify us of any other insurance covering the same loss, damage or liability;
- co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person; and
- advise us of your correct Australian Business Number and Taxable Percentage. Any GST liability arising from your incorrect advice is payable by you. When we pay a claim, your GST status will determine the maximum amount we pay. We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

## What you must not do

You must not:

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

## What we do

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

## What can affect a claim

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

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

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

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

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

## Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under this Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria and for more information see APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 55 88 49.

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For all enquiries please call your Austbrokers insurance broker

Allianz Australia Insurance Limited  
AFS Licence No. 234708  
ABN 15 000 122 850  
2 Market Street Sydney NSW 2000  
Telephone: 13 2664

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