



# Prestige Home Insurance

Product Disclosure  
Statement and  
Policy Wording



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# Important Information

## About this Document

This is an important document that must be read carefully before making a decision in relation to this insurance (which is not compulsory). The insurer is responsible for the content of this document.

This document can help **you** to:

- decide whether this insurance will meet **your** needs; and
- compare it with other products **you** may be considering.

See the definition in “Words with Special meanings” section page for details regarding of **terms** that have special meaning. In some cases, a word with special meaning may be defined in a specific part of the **policy**.

This document is also a Product Disclosure Statement (PDS) under the Corporations Act 2001 (Cth) to the extent specified (See “Further PDS Information”).

## What You Need to Read and Understand

This document contains:

- this Part 1 – Important Information section which contains certain important notices, terms and other information;
- Part 2 – Policy Cover Sections which sets out the covers this insurance can provide (subject to eligibility) and the other standard **terms** and conditions which will apply to the covers (including any applicable limits and exclusions). It includes “General Definitions” which sets out the special meaning **we** give to certain words used in the **policy**. Other words may be specially defined in a **policy** section, **term** or condition.

If **we** issue **you** with a **policy**, **you** will be given a **policy schedule**. The **policy schedule** sets out certain additional **terms** applicable to the **policy** and other matters specific to **you** such as the cover **you** have been issued and the **policy** sums insured and limits of liability.

The **policy schedule** must be read together with this document and any other documents **we** agree with **you** will form part of the **policy** that **we** issue. Where **we** agree, documents other than this document and the **policy schedule** will form part of the **policy** (often called **endorsements**), any such documents will be dated and will include a statement identifying them as part of the **policy**.

Together they form **your policy**/contract with **us**. These are all important documents and should be carefully read together and kept in a safe place for future reference.

## A Quick Overview of the Available Covers

By way of quick overview, **you** can apply to buy:

- **Buildings Cover** (see Part A for details page 28) – Designed to cover the physical **structures** that make up **your** home **you** primarily use as a place of residence, like the house itself, garage, sheds, swimming pools and decks and provide some other benefits in relation to **your** ownership of the home. This includes the “Legal Liability – Cover for Injury to Other People or their Property” cover see page 43; and/or
- **Contents Cover** (see Part A for details page 32) – Designed to cover items at **your** home – from furniture, appliances and white goods to personal belongings like computers, clothing and shoes. It also covers **your** carpets and window furnishings and provides some other benefits in relation to **contents**. This includes the “Legal Liability – Cover for Injury to Other People or their Property” cover see page 43; and
- **Personal Effects Cover** where **you** buy “Contents Cover” (see Part B page 53) – designed to provide cover for items designed to leave **your insured address** with **you** (such as a handbag, wallet, suitcase or musical instrument) or on **you** (such as spectacles, sunglasses, jewellery or clothing).

The above cover is subject to eligibility criteria and provided subject to the **policy terms** as explained in this document. **You** must read the **policy** for full details of the cover.

## What Happens If You Don't Meet Your Obligations, or An Exclusion or Other Limitation Applies

If **you** don't meet **your** obligations under the **policy terms** or an exclusion or other limitation applies, **we** may refuse or reduce what **we** pay in relation to a claim and/or cancel **your policy**, subject to applicable law which may restrict **our** rights in certain circumstances.

For more detail on **our** rights and restrictions regarding these rights refer to “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim”.

The law can be complex and the result can depend on the circumstances. See “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim” and “Cancellation” for further information.

## Some Key Things to Understand

The following are some key things to understand.

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### Product Disclosure Statement

This document is a Product Disclosure Statement (PDS) and an important document **you** must read carefully before making a decision to purchase this insurance. Somp is responsible for the content of this PDS.

This PDS can help **you** to:

- decide whether this insurance will meet **your** needs; and
- compare it with other products **you** may be considering.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account **your** objectives, financial situation or needs. **You** need to decide if this insurance is right for **you**.

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**Who we insure  
(the insured/you)**

**We** cover the person(s) or entity(ies) shown on the **policy schedule** as the “Insured”. These are the persons **we** enter into the insurance contract with and are referred to as the **insured or you and your** in this document.

Some third parties who are not **you** may be entitled to access a benefit e.g. any member of **your** family who lives with **you** permanently. See “Third Party Beneficiaries” on page 27 for more detail.

No insurance is provided in relation to the interest of any persons not specified as being entitled to benefit under the **policy**.

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**Who is insuring you**

**About the insurer – Sompo Japan Insurance Inc.**

The **insurer** of this insurance product is Sompo Japan Insurance Inc. ABN 31 000 837 801 Incorporated in Japan (Sompo).

**Sompo's** contact details are:

Suite 602, Level 6, 50 Berry Street

North Sydney NSW 2060

Telephone: 1300 0 SOMPO or 1300 076 676

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**Who acts for  
the insurer**

**About SURA**

SURA Pty Ltd (SURA) ABN 36 115 672 350 AFSL 294 313 acts under an authority given by Sompo to arrange, enter into, vary and dispose of this insurance **policy** and handle and settle claims in relation to it, on Sompo's behalf.

This means that SURA will be acting as agent for Sompo, not for **you**

**SURA's** contact details are:

Level 14, 141 Walker Street

North Sydney NSW 2060

PO Box 1813 North Sydney 2059

Telephone: 02 9930 9500

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**There are words with  
special meaning**

Words and **terms** in bold (other than headings) are defined in the “Words With Special Meanings” section on page 23, unless expressly stated otherwise in the **policy**.

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**What you need to  
do when making  
any disclosures and  
answering questions**

**You** have a duty to take reasonable care not to make a misrepresentation to **us** when applying for new business or to renew, extend, vary/change, replace or reinstate **your** insurance. If **you** don't comply with the above obligation, **we** may be able to refuse to pay or reduce a claim **you** make and/or cancel the **policy**, or treat it as if it never existed, subject to relevant law.

Refer to the “Your Duty To Take Reasonable Care Not To Make A Misrepresentation To Us” notice on page 11 for details.

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**Some important things to understand about the cover**

The standard cover **we** provide is set out in the relevant cover section(s) starting page 28 (subject to eligibility and acceptance by **us**). **We** may apply additional **terms** that affect this cover if **we** agree this with **you** or where permitted by law.

The cover and what **we** pay can be affected by things such as:

- exclusions which restrict the cover;
- compliance with any **terms**/conditions **we** apply which impose obligations on **you** and others who may be covered;
- limits (including time limits) **we** apply to the cover;
- **excess(es)** **you** have to pay in relation to a claim;
- recovery **you** or **we** may make in relation to the relevant loss.

**You** need to consider these things to see if the cover is right for **you** personally as **we** don't do this. **You** should seek advice to help **you** when needed.

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**The need to review suitability of cover, including on an ongoing basis**

Where **we** agree to insure **you**, **we** confirm this by issuing a **policy schedule**. This contains details such as what or who **we** insure, what covers are provided and **your** contact details. Some special **terms** apply for renewals. See "Renewal Procedure" page 16.

This document, the **policy schedule** and any **endorsements** **we** agree with **you** will apply (which might change the standard **terms** of this document) form **your** agreement or contract with **us** (the "policy").

**You** need to read them together and keep them in a safe place for future reference. These are the **terms** on which **we** have agreed to provide insurance to **you**. Check they set out what **you** believe was agreed and that the information in them is accurate and up to date. If not, contact **us** immediately as this may adversely affect **your** right to cover.

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**Make sure you comply with your obligations under the policy once it is issued**

The **policy terms** impose obligations on **you** that **you** need to meet such as:

- notifying **us** if certain things affecting the risk **we** have insured change. For example **you** sell the insured property or in circumstances noted in "Changes to Your Insurance Details – What You Must Tell Us" page 60
  - taking certain action when an event that gives rise or may give rise to a claim occurs. For example notifying **us** of this and taking reasonable care to mitigate any loss. See in particular "Making a Claim What You Must Do" page 63 and "Prevent Further Loss, Damage or Liability" page 63 and "What You Must Do: Do Not Admit Liability" page 63
  - seeking **our** consent before taking certain action. For example, before **you** incur legal costs – see "14. Legal Defence Costs" page 42 and "15. Legal Liability – Cover for Injury to Other People or Their Property" cover page 43, "Your Obligations Under Taking Precautions" page 60 and "Security Devices and Burglar Alarms" page 61.
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**What happens if you don't meet your obligations or an exclusion applies** If **you** don't meet **your** obligations under the **policy terms** (including if an exclusion applies), it may adversely affect **your** rights to cover under the **policy** and/or allow **us** to cancel the **policy**. Applicable law may restrict **our** rights in certain circumstances. See "When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim" and "Cancellation" for further information.

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**Cooling off period and cancellation rights** **You** have cooling off rights that allow **you** to return the product for any reason within the cooling off period see page 12.

**You** also have cancellation rights see page 61. **We** can cancel where permitted by law see page 61. Make sure **you** understand the premium refund **terms** when the **policy** is returned or cancelled as set out in these provisions.

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**Making a claim** If **you** want to make a claim under the **policy** contact **us**:

SOMPO Property Claims  
PO Box 1813  
North Sydney NSW 2059

Phone 02 99309517  
[claims@sompo.com.au](mailto:claims@sompo.com.au)

If **you** are represented by someone (e.g. a broker) speak with them in the first instance to see what assistance they can provide.

Make sure **you** start by reading and complying with the claims conditions on page 60. If **you** don't, it may adversely affect **your** rights to cover under the **policy** and/or allow **us** to cancel the **policy**.

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**Complaints and Disputes** If **you** need to make a complaint see "Complaints and Disputes Resolution" on page 18.

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**Premium** This is what **you** need to pay in return for **us** issuing this insurance. **We** agree the premium with **you** and how and when it must be paid before **we** issue insurance. See "Premium" on page 13 for more details.

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**Impact of acts of other insureds** If there is more than one **insured** on the **policy**, then anything that any of the other insureds say, do or omit to advise applies to and affects the rights to all of the **insureds**, unless **we** expressly state this is not the case in a **term**.

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**This is not all you need to know** This only provides some important information to be aware of. **You** must read the **policy** for details of what **your** and **our** rights and obligations are under this insurance.

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## Consumer Insurance Contract Opt In Notice

This insurance is a consumer insurance contract under the Insurance Contracts Act 1984 (Cth).

### Your Duty to Take Reasonable Care Not to Make a Misrepresentation to Us

#### What is the duty?

**You** have a legal duty under s20B of the Insurance Contracts Act to take reasonable care not to make a misrepresentation to **us** before and up until the time **we** first enter into the insurance with **you**. It also applies before and up until the time of any subsequent variation, renewal, extension, replacement or reinstatement of the insurance.

If **you** have made a statement and this changes before the end of the above relevant time **you** must tell **us** about this change before the time ends.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. e.g. a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

**We** will not treat something as a misrepresentation merely because **you** failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

#### Answering our questions

Answers to **our** questions help **us** decide whether to provide **you** with insurance and if so, on what **terms**. The duty must be complied with when answering them.

When answering **our** questions:

- take reasonable care to make sure **your** answers are true, honest, up to date and complete in all respects. **You** may breach the duty if **you** answer without any care as to its truth or if **you** only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for **you**, **we** will treat their answers as **yours**. In such a case you should check the questions have been answered correctly on **your** behalf by them.

#### When does the duty apply until?

This duty applies until the time **we** agree to issue **you** with insurance for the first time. It also applies where **you** are applying to renew, extend, vary/change, replace or reinstate **your** insurance, up until the time **we** agree to this.

If **you** have made a statement and this changes before the end of the above relevant time **you** must tell **us** about this change before the time ends.

#### What happens if you breach the duty?

If **you** do not meet the duty, to the extent permitted by law, **we** may reject or not fully pay **your** claim. **We** may also, or as an alternative, cancel **your** insurance or if the misrepresentation was fraudulent, treat it as if it never existed (i.e. avoid it).

However, **we** will not do this if **we** would have entered into the contract, for the same premium and on the same **terms** and conditions, even if the failure had not occurred.

Subject to applicable law or unless **we** state otherwise, a breach by one **insured** affects all insureds in these ways.

A misrepresentation made knowingly by **you** without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

### How we determine if there has been a breach?

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether **you** have taken reasonable care not to make a misrepresentation:

- the type of this consumer insurance contract and its target market;
- explanatory material or publicity produced or authorised by **us**;
- how clear, and how specific, any questions asked by **us** were;
- how clearly **we** communicated to **you** the importance of answering those questions and the possible consequences of failing to do so;
- whether or not an agent was acting for **you**; and
- whether the contract was a new contract or was being renewed, extended, varied or reinstated.

**We** must also take account of any particular characteristics or circumstances about **you** which **we** were aware of, or ought reasonably to have been aware of.

If **we** believe the duty is breached, **we** will at least explain why, consider any response to the contrary and provide information on **our** dispute resolution procedures if **we** can't agree.

Please note that **you** have obligations beyond this precontractual obligation once the contract is entered into which are set out in the contract terms and applicable law.

### Need more help?

If any question or guidance provided is not clear or **you** need additional assistance, **you** can contact **your** agent/broker in the first instance and/or contact **us**.

## Cooling Off Period

**You** have a cooling off period of twenty-one (21) days from the date **we** first issue **your policy** and also on any renewal. During this period **you** can return **your policy** and receive a refund of **your** premium provided **you** have not exercised any right or power under the **policy** (e.g. made any claim) and these rights and powers have not ended.

**We** may deduct any reasonable administrative and transaction costs incurred by **us** that are reasonably related to the acquisition and termination of the **policy** and any amounts in relation to Government taxes or duties **we** cannot recover, from any refund amount.

In addition to **your** cooling off period, **you** can cancel **your policy** at any time (See "Cancellation Rights Under the Policy" on page 61).

## Your Premium

Where **we** have agreed to issue cover, **we** do so in return for **you** paying or agreeing to pay **us** the premium. The premium and the time it needs to be paid by are specified in the **policy schedule**. It depends on a number of factors (and can change on renewal) such as:

- **your** risk profile which includes where **you** live, the property being insured, the type and amount of cover **you** get, who is covered, the relevant claims experience of those covered;
- any applicable discounts;
- any compulsory government charges and any applicable fire services levy;
- any applicable **excess(es)**;
- other charges **you** are told by **us** of; and
- other factors that **we** consider relevant to the likelihood of a claim being made on **your policy**.

## General Advice Warning

Any advice about this insurance that **we** or SURA give **you** is of a general nature. **We** do not consider **your** individual objectives, financial situation or needs. It is up to **you** to choose the cover **you** need, and **you** should carefully read this document and any other documents that form part of the **policy** before deciding whether this insurance is right for **you**.

## When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim

**We** may only ever refuse to pay or reduce the amount **we** pay under a claim to the extent permitted by applicable law.

Some situations in which **we** may refuse to pay or reduce the amount **we** pay under a claim under the **policy** (to the extent permitted by applicable law) include (but are not limited to):

- when **you** apply for cover (this includes new business, variations, extensions, reinstatements, and renewals) and do not comply with “Your Duty to take reasonable care not to make a misrepresentation”.
- if **you** do not comply with or meet a **policy term** or condition or **we** can rely on an exclusion or other limitation (All referred to as “terms” when used in the **policy**) – See “Our rights regarding the operation of or breach of a term of the policy”.
- if **you** make a fraudulent claim – See “Fraudulent claims” for more detail.
- where **you** have not or are not acting in accordance with **your** duty of utmost good faith under the Insurance Contracts Act 1984 (Cth) – See “Duty of Utmost Good Faith” for more detail.

**We** may also have cancellation rights in the above circumstances to the extent permitted by applicable law.

Subject to applicable law, the amount of any claim entitlement can also be affected and/or reduced by other things, including any limits (e.g. monetary or time limits) or **excess(es)**, any outstanding premium and recoveries **you** or **we** might make relevant to a loss as set out in the **policy** terms.

See “Our rights regarding the operation of or breach of a term of the policy” for more detail.

## Our rights regarding the operation of or breach of a term of the policy

We will only rely on any rights we have regarding the operation of or breach of a term of the policy to the extent permitted by applicable law (including our right to refuse or reduce a claim if you do not comply with or meet a policy term or condition or where an exclusion or other limitation applies). The law can be complex and we provide a high-level summary below of some key examples on how the Insurance Contracts Act 1984 (Cth) may affect matters depending on the circumstances. To the extent of any inconsistency the Insurance Contracts Act 1984 (Cth) will prevail.

Other laws can apply beyond the Insurance Contracts Act 1984 (Cth) such as the Corporations Act 2001 (Cth) and the Australian Securities and Investment Commissions Act 2001 (Cth) and you need to seek your own advice regarding all relevant legal rights you may have.

## Terms allowing us to refuse to pay or reduce a claim (in whole or part) by reason of an act by you or some other person that occurred after the policy was entered into

Subject to our rights in relation to fraudulent claims explained below, by reason of section 54 of the Insurance Contracts Act 1984 (Cth), where the effect of the policy (this includes all terms or conditions, including any exclusion or other limitation) is to allow us to refuse to pay or reduce a claim (in whole or part) by reason of an act by you or some other person that occurred after the policy was entered into, we will exercise our rights under the policy as explained below (Refer to the Insurance Contracts Act 1984 (Cth) for full details).

Under section 54, an “act” by you or some other person includes an omission and inaction and an act or omission that has the effect of altering the state or condition of the subject-matter of the policy or of allowing the state or condition of that subject-matter to alter.

How we exercise our rights where section 54 applies (unless there is a Fraudulent claim)

- Where:
  - the act was necessary to protect the safety of a person or to preserve property; or
  - it was not reasonably possible for you or the other person not to do the act; or
  - you prove no part of the loss that gave rise to the claim was caused by the act, we will not refuse to pay or reduce the claim by reason only of that act.
- Where the act:
  - could not reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the policy; or
  - could reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the policy but you prove that some part of the loss that gave rise to the claim was not caused by the act, so far as the claim concerns that part of the loss, we may not refuse to pay or reduce the claim by reason only of that act, but we can reduce our liability in respect of the claim by an amount that fairly represents the extent to which our interests were prejudiced as a result of that act.
- Otherwise, where the act could reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the policy, we may refuse to pay the claim.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

## Terms allowing us to refuse to pay or reduce a claim because of pre-existing defects or imperfections existing before the policy was entered into

Only where section 46 of the Insurance Contracts Act 1984 (Cth) is applicable to the **policy**:

- where a claim is made in respect of a loss that occurred as a result, in whole or in part, of a defect or imperfection in a thing; and
- at the time when the contract was entered into **you** were not aware of, and a reasonable person in the circumstances could not be expected to have been aware of, the defect or imperfection,

**we** may not rely on any provision included in the **policy** that has the effect of limiting or excluding **our** liability under the **policy** by reference to the condition, at a time before the **policy** was entered into, of the thing. This does not apply if the **policy** is in an excluded class to which section 46 does not apply.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

## Maximum liability

Under section 42 of the Insurance Contracts Act 1984 (Cth) **our** maximum liability under the **policy** is the highest amount of insurance cover that **we** would, at the time when the **policy** was entered into, have been prepared to provide under a policy that was, apart from the maximum liability under that policy, in the same terms and in respect of the same subject-matter and risk as those of the **policy**. (Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

## Fraudulent claims

In all cases, where a claim is made fraudulently under:

- the **policy**; or
- the Insurance Contracts Act 1984 (Cth) against **us** by a person who is not the **insured**,

**we** may refuse payment of the claim to the extent permitted by applicable law. Under section 56(2) of the Insurance Contracts Act 1984 (Cth) a court may, if only a minimal or insignificant part of the claim is made fraudulently and non-payment of the remainder of the claim would be harsh and unfair, order **us** to pay, in relation to the claim, such amount (if any) as is just and equitable in the circumstances. (Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

## Duty of Utmost Good Faith

The following can also (where applicable) affect **our** and **your** rights and obligations regarding the operation of, reliance on, or breach of a **term** of the **policy**:

- section 13 of the Insurance Contracts Act 1984 (Cth) requires each party to the **policy** to act towards the other party, in respect of any matter arising under or in relation to it, with the utmost good faith. The obligation also extends to third party beneficiaries as defined in the Act but only applies to them after the contract is entered into.
- section 14 of the Insurance Contracts Act 1984 (Cth) provides that if reliance by a party to the **policy** on a provision of the **policy** would be to fail to act with the utmost good faith, the party may not rely on the provision.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

## Terms Apply to Extent Enforceable

A **term** (or part of a **term**) of the **policy** will be applied to the extent is not unenforceable under applicable law.

## Renewal Procedure

Before the end of **your period of insurance we** will send **you** a notice advising if **we** are prepared to renew this insurance and if so on what **terms**, including the cost. It is important to read this document as things can change.

The sums insured for **specified contents** are not adjusted. Check value of these items to make sure this insurance still meets **your** needs.

If **you** don't want to take up the renewal offer or need to vary it or the information listed, contact **us** before the renewal.

Each renewal is a separate policy, not an extension of the prior policy and the cooling off period applies on each renewal.

Any optional benefits **you** have been provided which will be automatically included with any renewal offer **we** make unless **you** contact **us** and ask **us** to remove these optional benefits at renewal.

## Limits on Assigning Your Rights

**You** must not, without obtaining **our** prior written consent (such consent not to be unreasonably withheld):

- assign any benefits, rights or obligations under **your policy**; or
- enter into any agreement, make any admissions or take any action or step with another party:
  - where **you** are assuming a greater liability than would apply had **you** not done so; or
  - which prevents **you** (or **us**) from taking a recovery action for damages, indemnity or contribution from that other party **you** would have been entitled to.

## Your and Our Representatives

If **you** want to appoint a representative to act on **your** behalf **you** must provide **us** with reasonable details, including the authority **you** wish to provide to them but **we** need to consent (such consent not to unreasonably be withheld).

If someone is acting as **our** representative and not **yours**, **we** require them to tell **you** this.

Remuneration may be paid by **us** to **our** representatives and referrers and in some cases to **your** representatives who arrange insurance for **you**. **You** can ask **us** and them for details.

## Privacy Statement

In this Privacy Statement the use of "we", "our" or "us" means Sampo Japan and SURA unless specified otherwise.

In this Privacy Statement the use of personal information includes sensitive information.

**We** are committed to protecting the privacy of the personal information that **you** provide to **us**.



The Privacy Act 1988 contains the Australian Privacy Principles which require **us** to tell **you** that **we** collect, handle, store and disclose **your** personal and sensitive information for the specific purpose of:

- deciding whether to issue a **policy**,
- determining the **terms** and conditions of **your policy**,
- compiling data to help develop and identify other products and services that may interest clients, and handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- a) whether the information or opinion is true or not;
- b) whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

**You** have given **us your** consent to collect, use and disclose **your** personal information in order to provide **you** with the relevant services and/or products.

When **you** give **us** personal information about other individuals, **we** rely on **you** to have made or make the individual aware that **you** will or may provide their personal information to **us** and the types of other parties and service providers **we** may provide it to, the relevant purposes **we** and the other parties and service providers will use it for, and how they can access it. If **you** have not done or will not do either of these things, **you** must tell **us** before **you** provide the relevant personal information to **us**.

**We** will protect **your** information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorised access, disclosure and alteration. Some of the safeguards that **we** use are firewalls and data encryption, physical access controls to **our** data centres, and information access authorisation controls.

**We** disclose personal information to other parties and service providers whom **we** believe are necessary to assist **us** and them in providing the relevant services and/or products. For example, in handling claims, **we** may have to disclose **your** personal information to other parties and service providers such as **our** claim management partner, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. **We** will limit the use and disclosure of any personal information provided by **us** to them to the specific purpose for which **we** supplied it.

**We** may disclose **your** personal information to **our** insurers, reinsurers, related entities and service providers overseas where it is reasonably necessary for, or directly related to, the functions, services or activities **we** provide to **you**. When **we** transfer **your** information to other countries, including countries which may not have data protection laws that provide the same level of protection that exists in Australia, **we** will protect the information as described in this Privacy Policy.

If **you** do not provide the personal information requested and/or do not provide **us** with **your** consent to the use and disclosure of **your** personal information as set out in this Privacy Statement, **your** insurance application may not be accepted, or **we** may not be able to administer **your policy**.

**We** will notify **you** as soon as possible if **your** personal information is involved in a data breach that is likely to result in serious harm to **you**.

If **you** would like a copy of **our** Privacy Policies, would like to seek access to or correct **your** personal information, opt out of receiving materials **we** send, complain about a breach of **your** privacy or **you** have any query on how **your** personal information is collected, stored or used, or any other query relating to **our** handling of **your** personal information, please contact **us**.

## General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a self-regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry.

**We** have adopted and support the Code.

For further information on the Code, please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

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

For more information on the Code Governance Committee (CGC) go to <https://insurancecode.org.au>

## Complaints and Disputes Resolution Process

### Our complaints process

**We** view seriously any complaint made about **our** products or services and will deal with it promptly and fairly.

If you are dissatisfied with any aspect of your relationship with **us** including **our** products or services, and wish to make a complaint, **we** ask you first try to resolve it by contacting the relevant member of **our** team who are trained to handle complaints fairly and efficiently. Please provide **us** with **your** claim or **policy** number (if applicable) and as much information as you can about the reason for your complaint.

If the matter is still not resolved after 5 business days, your complaint will be automatically referred to **our** Complaints Team to review. The Complaints Team members are independent and are committed to reviewing complaints objectively, fairly and efficiently.

You can contact **our** Internal Disputes Resolution Officers on 1300 076 676, or by email at [IDR@Sompo.com.au](mailto:IDR@Sompo.com.au) or by writing to **us** at the address for Sompo given above. The issues raised in your complaint will be investigated and **we** will advise you if further information is required to complete the review. They will seek to resolve the matter with thirty (30) days, in accordance with the General Insurance Code of Practice and **our** Dispute Resolution procedures.

If **we** are unable to reach a decision within this time frame, **we** will provide you with the reasons for the delay prior to the expiry of this time frame. In this case or in cases where further information or investigation is required, **we** will work with you to agree reasonable alternative time frames.

If **we** cannot agree, or your complaint remains unresolved after thirty (30) calendar days, your complaint is now considered a dispute and you may refer your dispute to the Australian Financial Complaints Authority (AFCA) as detailed below, subject to its Rules. If your complaint or dispute falls outside the AFCA Rules, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

Should you wish to request copies of any information that **we** have relied upon to come to **our** decision, **we** will provide it (to the extent allowable by law) within ten (10) business days of your request.

You can contact **us** if you want more information on **our** procedures.

## AFCA

If you are dissatisfied with your complaint or dispute determination, or your complaint or dispute has not been resolved to your satisfaction within thirty (30) calendar days, you may refer your complaint or dispute to AFCA.

The AFCA is a free independent external disputes resolution service provided to customers to review and resolve complaints where **we** have been unable to satisfy your concerns, subject to its Rules. For further details you can visit their website at [www.afca.org.au](http://www.afca.org.au) or contact them

### Australian Financial Complaints Authority

GPO Box 3

Melbourne VIC 3001

Telephone: 1800 931 678

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

A complaint can be referred to AFCA at any time subject to its Rules.

AFCA only considers complaints (otherwise covered by its Rules) referred to it within 2 years of **our** final decision, unless AFCA considers special circumstances apply. If AFCA tells you that under its Rules it cannot assist you or consider your dispute, then you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

## Governing Law

**Your policy** is governed by the law of the state of Australian State or Territory where the **policy** is issued.

## Financial Claims Scheme

In the unlikely event Sampo Japan Insurance Inc. were to become insolvent and could not meet its obligations under the **policy**, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>.

## Phoning for More Assistance

If **you** need to clarify any of the information contained in this PDS or **your policy** documents, or **you** have any other queries regarding **your** insurance **policy**, please use the contact details on the back cover.

## Vulnerable Customers

**We** are committed to taking extra care with customers who experience vulnerability. A person's vulnerability may be due to a range of factors such as: age; disability; mental health conditions; physical health conditions; family violence; language barriers; literacy barriers; cultural background; Aboriginal or Torres Strait Islander status; remote location; or financial distress. **We** encourage any persons covered by the **policy** to tell **us** about their vulnerability so that **we** can work with them to arrange support. Contact **us** using the contact details on the back cover.

## Confirmation of Transactions Facility

It is a **policy term** that any confirmation of transaction required by section 1017F of the Corporations Act 2001(Cth) in relation to the **policy** will be provided via **our** confirmation facility which is available by contacting **us** using the contact details on the back cover.

## Notices

**We** will send **your policy** documents and notices in relation to the **policy** electronically (by email), **we** will send them to the email address that **you** provide **us**, not **your** mailing address. Any documents sent by email will be considered to have been received by **you** 24 hours from the time **we** sent them to **your** email address. It is **your** responsibility to make sure that both the email and mailing address **you** have provided **us** are up to date. This means **you** need to let **us** know if **you** change **your** email or mailing address as soon as reasonably possible (refer to "Changes to your policy").

Any communications to **us**, including notices as provided for or required under the **policy**, must be sent to Sompo Japan Insurance.

**We** will send all **policy** documents and notices in relation to the **policy** to:

- a) the nominated insurance intermediary of the "Insured's" specified on the **policy schedule (insured)** until **we** receive written notice to the contrary from the **insured**; or
- b) if there is no nominated insurance intermediary, to **you** at **your** address noted on the **policy schedule**.

Any notice **we** give the **insured** will be in writing, and it will be effective:

- a) if it is delivered to the **insured** or their nominated insurance intermediary personally; or
- b) if it is delivered or emailed to the above relevant recipient's address last known to **us**.

It is important for the **insured** to tell **us** of any change of address as soon as possible.

## Third Party Interests

The contracting insureds (the **insured**) are the only parties to the **policy**.

No insurance is provided in relation to the interest of any persons not specified as being entitled to benefit under the **policy**.

The benefit of the cover under the **policy** is extended automatically to **third party beneficiaries** (see definition in "Words with Special meanings"). They are not contracting parties and only access the benefit of cover by reason of the operation of section 48 of the Insurance Contracts Act 1984 (Cth). The following sets out how the **policy** operates in relation to such persons (subject always to the operation of applicable law).

Access to cover only applies from the time they become a **third party beneficiary** and ends when they are no longer a **third party beneficiary**.

Nothing in the **policy** is intended to give any such **third party beneficiaries** any right to enforce any **term** of this **policy** which that person would not have had but for the Insurance Contracts Act 1984 (Cth). Their rights and obligations are subject to the operation of the Insurance Contracts Act 1984 (Cth) as it applies to such persons and other applicable law.

They:

- have, in relation to their claim, the same obligations to **us** as they would have if they were **you**; and
- may discharge **your** obligations in relation to the loss, damage or liability.

**We** also have the same defences to an action by such persons as **we** would have in an action by **you** including, but not limited to, defences relating to **your** conduct (whether the conduct occurred before or after the **policy** was entered into). Any exclusions applying to the **you** also apply to a **third party beneficiary** claiming under the **policy**.

Such persons have no right to cancel or vary the **policy** or its cover – only **you** (as the contracting party) and **we** can do this. If **we** cancel or vary the **policy** or its cover, **we** do not need to obtain such persons' consent to do so.

**We** also do not provide any notices in relation to this insurance to such persons as they are not a contracting party to the **policy**. **We** only send notices to **you** who **we** have contractual obligations to under the **policy**.

Neither **we** nor **you** hold anything on trust for, or for the benefit or on behalf of any such persons under this insurance arrangement.

**You:**

- do not act on **our** behalf in relation to the insurance;
- are not authorised by **us** to provide any financial product advice, recommendations or opinions about the insurance.

Any **third party beneficiary** needs to read this document and other documents forming the **policy** carefully to properly understand the benefits they have access to as non-contracting parties. The insurance cover is subject to the **terms**, conditions, limitations and exclusions of the **policy**.

Any person who may be entitled to a benefit under the **policy** should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by **us** or **our** representatives that the benefits are appropriate or useful for any person's needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

In some cases **you** may specify loss payees **we** will make payments to (e.g a financier).

## Further PDS Information

This insurance contains cover which may or may not be provided to a retail client as defined under the Corporations Act 2001 (Cth) depending on the circumstances. Only the parts of this document (and any other documents forming part of the **policy**) that apply to cover provided to a retail client, will form the Product Disclosure Statement (PDS) for the purposes of the Corporations Act 2001 (Cth).

**We** may need to update the PDS from time to time if certain changes occur when required and permitted by law. **We** will issue **you** with a new PDS or a supplementary PDS or other compliant document (for example **policy schedules**, and/or **endorsements**) to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance **we** may issue **you** with notice of this information in other forms or keep an internal record of such changes. An electronic copy made available without charge by contacting **us** using **our** contact details in this document.

This PDS (together with any amendments, updates or **endorsements** of Supplementary PDS that **we** give **you** in writing which may vary it when required or permitted by law) will also apply for any offer of renewal **we** make, unless **we** tell **you** otherwise or issue **you** with a new and updated PDS.

## Policy Interpretation

Headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:

- a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- a word importing the singular includes the plural (and vice versa); and
- a word indicating a gender includes every other gender;
- the words “includes”, “including”, “for example”, “particularly” or “such as” or equivalent are not used as, nor are they to be interpreted as, in any form is not a word of limitations; and when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- any examples provided are subject always to the **policy terms** and applicable law; and
- a reference to “\$” or “dollar” is to Australian currency.

# Words With Special Meanings

The following key words and **terms** used in the **policy** which appear in bold (other than in headings) have a special meaning that appear below. Other words may be specially defined to have a meaning when used in relation to a **policy** section, **term** or condition.

**Accidental/accident/accidentally** means a sudden, violent, external, unusual and identifiable specific event which happens unexpectedly and is unintended by the **insured** person.

## **Actions of the sea**

This **term** includes:

- **storm surge**; and
- a rise in the level of the ocean or sea caused by a high tide, a king tide or any other movement of the sea.

**Additional cost** means rental and other related costs that **you** have to pay at the location of **your** temporary accommodation which are additional to those **you** would otherwise have had to pay.

For example, if **you** are a tenant and the rent is higher at **your** temporary accommodation, **we** will reimburse the difference between **your** new and old rents. **We** may also cover related costs such as those for mail forwarding, additional gas or electricity, and bonds for temporary accommodation.

**Body Corporate** means the Body Corporate, owners' corporation, corporation, strata company or strata corporation of the **strata title development** applicable to the strata or unit titles legislation which applies in the State or Territory where the **lot** is located.

**Building** or **buildings** both mean the home building at the **insured address** that is primarily used as a place of residence.

It includes:

- **structures**;
- **fixtures**; and
- **landscaping**

at the **insured address**.

**Burglary** means loss or damage following forcible and violent entry.

**Collection** means a group of individual items, pairs or **sets** which are of a similar type and which, when assembled and/or displayed together as a group, take on a value greater than the sum of the individual items', pairs' or **sets'** values.

**Common property** means property owned by the **Body Corporate** that is identified as common and forming part of the **strata title development** and that is not part of any **lot**.

**Communicable disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured.

**Computer system** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility, owned or operated by **you** or any other party.

**Consequential loss** means anything not expressly described as covered in a relevant cover section of this **policy**. It includes:

- loss of revenue
- loss caused by or resulting from delay
- lack of performance
- loss of market or
- loss of contract
- loss of use
- depreciation in value
- interruption of business
- loss or earning capacity
- an increase in costs and expenses

except to the extent the Cover Section expressly states that such losses as described are covered.

**Contents** means the following items where these are shown as **insured** in the **policy schedule**:

- **general contents;**
- **specified contents;**
- unspecified contents.

**Contents in the open air** means **contents** at the **insured address** which are located:

- in the open air; or
- under an open sided structure or carport; or
- on a patio or verandah; or
- in or on a motor vehicle, caravan, trailer or watercraft; or
- in a tent; or
- in an unlocked garage, shed or storage room.

**Cyber loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**.

**Cyber act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.



**Cyber incident** means:

- any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
- any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

**Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

**Data processing media** means any property insured by the **policy** on which **data** can be stored but not the **data** itself.

**Endorsement** means a change in the **terms** and conditions of this insurance agreed to by **you** and **us**.

**Excess** means the amount **you**, or the person making the claim, must pay or bear towards the claim unless **we** state that an excess does not apply. The amount of the excess is set out in **your policy schedule**. **You** are only required to pay or bear one excess in respect of any single claim:

- a) arising out of the same insured incident; or
- b) which involves loss or damage to both **buildings** and **contents** arising out of the same insured **event**.

For earthquake and **tsunami** claims, an additional excess applies to loss or damage caused by each earthquake or **tsunami** or a series of earthquakes or **tsunamis** during any period of 48 consecutive hours.

**Fixtures** means the fixtures listed on page 28.

**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:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal; or
- a dam.

**General contents** means general contents as listed on pages 32.

**General contents with set limits** means **general contents** with specified limits as listed on pages 33.

**Hydrostatic pressure** means pressure exerted by a fluid due to gravity. An example of where **hydrostatic pressure** may cause damage to **your** property is where **you** have emptied **your** in-ground fibreglass swimming pool for maintenance purposes and there is heavy **rainwater** or a **flood**. If the pressure exerted on the empty pool by water which has soaked into the surrounding ground, exceeds the weight of the empty pool, it can cause it to 'pop' out of the ground.

**Insured address** means the address shown on **your policy schedule**.

**Landscaping** means landscaping as listed on page 28.

**Lot** means the lot or unit in a **strata title development** at the **insured address**. **Fixtures** does not include **common property** or **fixtures** and fittings which are insurable by the **Body Corporate** or **contents**.

**Period of insurance** means the time during which the **policy** is in existence. It:

- starts from the beginning of the “Period of Insurance” specified in the **policy schedule**; and
- finishes 4.00pm on the last day of the end of that period of insurance, unless ending earlier in accordance with the **policy terms** or applicable law. Each renewal results in a new contract and new period of insurance.

**Personal effects** means either:

- **unspecified personal effects**; or
- **specified personal effects**

as set out in Part B page 53.

**Policy** means this document, the **policy schedule** and any **endorsements we** agree with **you** will apply (which might change the standard **terms** of this document).

**Policy schedule** means a document of that name issued by **us** which shows important information such as **your policy** number, details of **your** cover, **period of insurance**, any options **you** have and any **excess you** must pay. It is part of **your policy** and should be read in conjunction with the other documents that form **your policy**.

**Rainwater** means rain falling naturally from the sky onto the **buildings** and/or ground.

**Run-off** means **rainwater** that has collected on or has flowed across normally dry ground or has overflowed from swimming pools or spas, provided such **rainwater** is not combined with **flood** waters.

**Set** means a group of similar or related items that belong together.

**Specified contents** means the **specified contents** items with set limits which are specifically listed as **insured** in the **policy schedule**. See “General Contents in If You Have Contents Cover” on page 32 for more detail.

**Specified personal effects** means items listed as acceptable for cover under “Specified Personal Effects in Personal Effects Cover” in Part B on page 54 specified in **your policy schedule**.

**Storm** means violent wind (including cyclones and tornadoes), thunderstorms or hail which may be accompanied by **rainwater** or snow.

**Storm surge** means a rise above the normal water level along a shore resulting from strong onshore winds and/or reduced atmospheric pressure.

**Strata title development** means any form of land title which allows for multiple individual titles to exist in or on a block of land where the **common property** is held under a single separate title and which is applicable to the strata or unit titles legislation which applies in the State or Territory where the land is located.

**Structures** means structures as listed on page 28.

**Term(s)** means any term, condition, provision or exclusion or limitation (including limitation based on a period of time or monetary amount).

**Terrorism** means any act of terrorism including, but not limited to, any act or preparation in respect of action or threat of action, designed to:

- influence a government or any political division within it for any purpose, and/or
- influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

**Theft** means theft without forcible entry.

**Third Party Beneficiary/ies** means persons who are not contracting parties to the **policy** but to whom the benefit of cover is extended by reason of Section 48 of the Insurance Contracts Act (1984) that:

- are expressly specified in the **policy** as a person or type of person to which the benefit of cover is extended; or
- are listed in the **policy schedule** as “Third Party Beneficiaries”,

unless otherwise excluded but only to the extent of their interest specified. See “Third Party Beneficiaries” clause for details on the rights and obligations of third party beneficiaries pages 20 to 21.

**Tsunami** means a wave or waves caused by sudden movement of the ocean due to earthquakes, volcanic eruption or other meteorological disturbances.

It does not include anything **we** define as **actions of the sea**.

**Unspecified personal effects** means items listed as acceptable for cover under “Unspecified Personal Effects in Personal Effects Cover” in Part B on page 53.

**We, us** or **our** means the Insurer Sompo Japan Insurance Inc. ABN 31 000 837 801 incorporated in Japan (Sompo) of Suite 602, Level 6, 50 Berry Street North Sydney NSW 2060, acting through its agent SURA Pty Ltd

**You, your** or **insured** means the person(s) named in the **policy schedule** as the insured and those persons who live with you permanently who are any of the following:

- your legal spouse or de facto (meaning a de facto relationship where you and your partner are living together in a genuine domestic relationship); or
- any member of your own family and your spouse’s or de facto’s family.

# Part A – Building and/or Contents

## Building Cover

Only applicable if **your policy schedule** shows **you** have “Buildings Cover”.

### What are buildings

**Buildings** means the home building at the **insured address** that is primarily used as a place of residence. It also includes:

#### Structures

1. **building**, garages, carports, sheds;
2. granny flats;
3. pipes, cables, ducts, wires, meters and switches used in connection with the supply of water, drainage, sewerage, communication, electricity, cooling and heating;
4. decks, verandas, pergolas, gazebos, patios and terraces;
5. gates, fences, free-standing walls and retaining walls;
6. paved paths and driveways;
7. swimming pools (permanently installed), fixed spas and saunas including their fixed accessories (excluding water);
8. tennis courts;
9. permanently installed water tanks, sewerage storage or treatment tanks (excluding water);
10. jetties which are permanently fixed to the land at the **insured address** and which are **your** property and which have no commercial activities undertaken from them;
11. other structural improvements;

#### Fixtures

1. fixed domestic appliances which are permanently connected to the electrical, gas or water, like:
  - a) air conditioners and heating systems,
  - b) dishwashers,
  - c) hot water services,
  - d) fixed ceiling fans, light fittings,
  - e) plumbed in refrigerators;
2. fixed ceiling, wall or floor coverings (except for carpets), exterior blinds and awnings;
3. solar panels;
4. satellite dishes and antennas; and

#### Landscaping

Trees, shrubs and plants that are planted in the ground – \$5,000 limit applies.

## What are not buildings

The following items are not **buildings**:

- a) a **lot**, residential flats, home units or town houses, which are part of a **strata title development**;
- b) unpaved paths or driveways, including loose or compacted soil, gravel, pebbles, rocks or sand;
- c) **buildings** that are not lived in (or will not be lived in) for more than 60 consecutive days unless **you** have **our** prior agreement in writing. **We** will not unreasonably withhold **our** agreement;
- d) **buildings** under construction where the value of any alterations, additions, demolition, repairs to or decoration of the **buildings** is over \$75,000;
- e) **building** materials located at the **insured address** which are to be fitted to the **buildings**;
- f) any **buildings you** rent to tenants, for money, reward or other consideration unless **you** also live at the **insured address**;
- g) any granny flat **you** rent to tenants for money, reward or other consideration;
- h) carpets, rugs and internal blinds. Go to “Contents Cover” on pages 32 to 36;
- i) loss or damage caused by **storm, rainwater or run-off, flood, cyclone, tsunami**; or
- j) grass or lawn (unless part of a tennis court).

## Types of Loss or Damage Your Buildings are Covered For

### Accidental loss or damage

This insurance will cover **you** for **accidental** loss or damage to the **buildings** occurring during the **period of insurance**, unless **we** state otherwise under the headings “When We Will Not Pay a Claim Under Part A – Buildings and/or Contents” on pages 50 to 52 or “When We Will Not Pay a Claim Under Your Policy” on pages 56 to 59 or in another **policy term**.

**Note:** Unless your policy schedule shows **you** are covered for **flood**, the **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**.

**We** will also cover **you** for the other benefits listed below. Details of the **terms**, conditions and exclusions that specifically relate to each benefit are provided on the pages indicated.

Other Benefits	Page number
<b>2.</b> Rental Costs After Insured Loss or Damage	37
<b>4.</b> Compensation for Accidental Death	38
<b>7.</b> Continuation of Cover When You are Selling Your Buildings	39
<b>10.</b> Environmental Benefits	40
<b>11.</b> Motor Burnout	41
<b>13.</b> Landscaping	42
<b>15.</b> Legal Liability – Cover for Injury to Other People or Their Property	43
<b>16.</b> Modifications to Your Buildings as a Result of Paraplegia or Quadriplegia	45
<b>17.</b> Mortgage Discharge Costs	45
<b>18.</b> Reinstatement of Sum Insured After a Loss	45

19. Removal of Debris, Professional Fees and Extra Costs	46
20. Replacement of Locks or Cylinders	46

## How We Will Settle Your Buildings Claim

The following only apply to the extent relevant and subject to applicable law which may restrict **our** rights in certain circumstances. For more detail on these restrictions see “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim”.

1. At **our** discretion (acting reasonably) **we** may:
  - a) enter into a contract with a builder to repair or rebuild the damaged part of **your building** to the same condition as when it was new; or
  - b) pay **you** the reasonable cost of repairing or rebuilding the damaged part of **your building** to the same condition as when it was new; or
  - c) pay **you** up to the amount of the sum insured.
2. When it is not possible to use original materials during the repair or rebuilding process, **we** will make best efforts to use the nearest available equivalent to the original materials. **We** will not pay to repair or rebuild property which has not been physically damaged.
3. Unless **we** have otherwise agreed in writing (such consent not to be unreasonably withheld), repair or rebuilding of **your buildings** must commence within six months of the loss or damage. If not, **we** will not be liable for any costs beyond the repair or rebuilding costs as at the date the loss or damage occurred. **We** will extend the six month period to the extent **we** caused or contributed to the delay in repairing or rebuilding **your buildings**.

### What if you don't want to repair or rebuild?

4. If **we** have chosen to repair or rebuild the damaged part of **your** damaged **buildings** and **you** don't want to repair or rebuild them, **we** will pay **you** either:
  - a) the reasonable cost to repair or rebuild the part of **your** damaged **buildings** less an amount for depreciation (based on the age and condition of the damaged part of **your buildings**); or
  - b) the difference between the value of the land and **buildings** at the **insured address** immediately before and after the loss or damage occurred.

If the **buildings** are totally destroyed by the covered event and **we** agree to rebuild **your** home **buildings**, rebuilding may be carried out on another site provided that **we** agree in writing.

### Special items

5. These items have additional settlement conditions:
  - a) dividing fences, gates and free-standing walls – the most **we** will pay is half the cost of repairing or rebuilding, after taking into account depreciation, based on its age and condition.
  - b) fixed wall, floor and ceiling coverings – repair or replacement is limited to the room, hall or passage in which the loss or damage actually occurred. When repairing or replacing the fixed wall, floor or ceiling coverings, **we** will make best efforts to use the nearest available equivalent to the original materials or items.
  - c) roof materials - repair or replacement is limited to the physical area where the loss or damage occurred. When repairing or replacing roof materials, **we** will make best efforts to use the nearest available equivalent to the original materials.

## The most we will pay

The most **we** will pay for damage to **your buildings** is the **buildings** sum insured, less any **excess** that applies (plus any additional benefits that may apply). **We** may also adjust **your** claims payment in accordance with the GST provision noted under “GST Notice” – see page 62 for details.

### Your cover after a partial loss

Where **your buildings** are not totally destroyed by the covered event and the **buildings** sum insured is only partially used up in the repair or rebuilding of **your** damaged **buildings**, **your buildings** sum insured will remain as it was before the claim was made.

### Total Loss

Where **your buildings** are a total loss or the total **buildings** sum insured has been exhausted, the **buildings** cover under **your policy** ends.

However, **your** Legal Liability cover as owner of the property continues until the earliest of:

- six months from the date the covered event caused the damage;
- when rebuilding starts at the site;
- when **you** sell the land; or
- when **you** take out a new insurance policy at the site.

If **you** pay **your** premium annually in full – there will be no premium refund for any time left in the **period of insurance** for the “Buildings Cover”.

# If You Have Contents Cover

Only applicable if **your policy schedule** shows **you** have “Contents Cover”.

## What are contents

In the **policy** the term “**contents**” means property which belongs to **you** (or for which **you** are legally responsible) consisting of:

### General Contents

1. carpets, household goods, and loose floor coverings;
2. curtains and internal blinds;
3. furnishings and furniture;
4. **general contents** with specified limits;
5. general household goods (like plates, glasses, towels, sheets);
6. white goods (like fridges and washing machines) unless **fixtures** or covered by “Buildings Cover”;
7. clothing and shoes;
8. swimming pools, saunas and spas (including their fixed accessories) which are designed to be dismantled and moved (excludes water);
9. watercraft including:
  - a) canoes, kayaks, sailboards, surfboards, surf skis, and
  - b) other non-motorised watercraft less than 3 metres in length;
10. bicycles (but not when used);
11. sporting equipment (but not when used);
12. electrical appliances and computers;
13. laptops, tablets, mobile phones, portable computers and their accessories;
14. smart watches and other wearable technology;
15. handheld games consoles and their accessories;
16. suitcases and bags, handbags, briefcases, wallets and purses, (but not their **contents**, unless they’re also listed here);
17. cosmetics and toiletries;
18. binoculars or telescopes;
19. spectacles and sunglasses;
20. tools and equipment;
21. musical instruments;
22. external medical aids and devices including wheelchairs and mobility scooters;
23. food and medicine;
24. pot plants;
25. where **you** are a tenant, any **structures** or **fixtures** and fittings for which **you** are legally responsible as per any lease agreement;
26. where **your insured address** is a Strata Title Building, **fixtures**, fitting and/or structural improvements for which **you** are legally responsible or which are owned by **you** and which are not insurable by the **Body Corporate**.



## General contents with specified limits of cover

For some items, **we** place a maximum limit on how much **you** can be covered for. These limits are listed in the tables below.

If **you** need to insure **general contents with set limits** for more than their limits, **you** may be able to list them separately on **your policy** as **specified contents** – and specify a replacement value above the standard limit. If **we** agree to provide cover for **specified contents** these will be separately listed and insured for the amount shown on the **policy schedule** whilst at the **insured address**. In the event of a claim, any **specified contents** sum insured is payable in addition to the **general contents** sum insured.

To find out if the limit for **your** item can be increased – see below:

27. the following special items:

a) jewellery, watches (except smart watches) or items containing gold or silver.

**We** will not pay more than \$2,000 for any one item, pair, **set** or **collection** unless they are separately listed in the current **policy schedule** as **specified contents** items;

b) **contents** items consisting of:

i. a document of any kind;

ii. a **set** or **collection** of any kind other than as referred to in clause 27a) above;

iii. a curio, a picture, a painting or other work of art; and

iv. an oriental rug or carpet, or similar rug or carpet.

**We** will not pay more than \$5,000 for any one item, pair, **set** or **collection** unless they are separately listed in the current **policy schedule** as **specified contents** items.

The maximum amount **we** will pay for any one claim in respect of special items is 20% of **your contents** sum insured unless they are separately listed in the current **policy schedule** as **specified contents** items;

28. money, cheques and other negotiable instruments up to a total value of \$2,000;

29. accessories and/or spare parts of motor vehicles, farm vehicles, caravans, trailers, watercraft or aircraft which are not fitted to or are not being used with a motor vehicle, farm vehicle, caravan, trailer, watercraft or aircraft up to a total amount of \$2,000;

30. laptops, tablets, mobile phones, portable computers and their accessories up to \$1,500 per item;

31. smart watches and other wearable technology up to \$1,500 per item;

32. the following items which are used for business, trade or professional purposes:

a) **contents** including:

i. computers (including portable computers), associated hardware and software, **contents** up to \$1,500 per item or \$10,000 in total;

ii. tools or musical instruments and photographic equipment up to a total amount of \$10,000;

b) stock for business, trade or professional purposes up to a total amount of \$1,500.

## Specified contents items which are listed in the policy schedule

33. **specified contents** are those items which are listed in the **policy schedule** as “Specified Contents Items”. These are items which **you** have individually listed due to them being of an unusual nature or of a higher value than would normally be covered. In the event of a claim **you** must be able to provide evidence of value and ownership of **specified contents** items.

## What are not contents

The following items are not covered by the **policy**:

- a) money, cheques or other negotiable instruments belonging to **your** business, trade or profession;
- b) animals, birds, fish, insects, reptiles or spiders;
- c) trees, shrubs and plants growing outdoors in the ground;
- d) motor vehicles, motor bikes, trail bikes, quad bikes or Segways;
- e) farm vehicles, farm trailers and farming implements;
- f) caravans or trailers;
- g) boats and other watercraft (3 metres or longer);
- h) aircraft, other than model aircraft;
- i) drones and other remotely or autonomously piloted aircraft;
- j) cracked glass or screens on laptops, mobile phones, computers or their accessories where this is the only damage to the item; and
- k) equipment that is used, in any way, for business, trade or professional purposes when in use (except when used as part of a home office).

## Types of Loss or Damage Your Contents are Covered For

### Accidental loss or damage

**We** cover **you** for **accidental** loss or damage to **your contents** when they are contained in the **buildings** or **lot** occurring during the **period of insurance**, unless **we** state otherwise under the headings “When We Will Not Pay a Claim Under Part A – Buildings and/or Contents” on pages 50 to 52 or “When We Will Not Pay a Claim Under Your Policy” on pages 56 to 59 or in another **policy term**.

**Note:** Unless **your policy schedule** shows **you** are covered for **flood**, the **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**.

**We** will also cover **you** for the other benefits listed below. Details of the **terms**, conditions and exclusions that specifically relate to each benefit are provided on the pages indicated.

### Other Benefits

### Page number

1.	Additional Cost of Temporary Accommodation	37
2.	Rental Costs After Insured Loss or Damage	37
3.	Change of Insured Address	38
4.	Compensation for Accidental Death	38
5.	Contents in a Safe Deposit Box at a Bank	38
6.	Contents in the Open Air at Your Insured Address	39
7.	Continuation of Cover When You are Selling Your Buildings	39
8.	Credit Cards – Cover for Loss or Theft	39
9.	Emergency Storage of Contents	40

10. Environmental Benefits	40
11. Motor Burnout	41
12. Guests', Visitors' and Domestic Helpers' Property	41
13. Landscaping	42
14. Legal Defence Costs	42
15. Legal Liability – Cover for Injury to Other People or Their Property	43
16. Modifications to Your Buildings as a Result of Paraplegia or Quadriplegia	45
17. Mortgage Discharge Costs	45
18. Reinstatement of Sum Insured After a Loss	45
19. Removal of Debris, Professional Fees and Extra Costs	46
20. Replacement of Locks or Cylinders	46
21. Security Firm Attendance	47
22. Spoilage of Perishable food	47
23. Tax Audit	47
24. Temporary Removal of Contents from Your Insured Address	48
25. Title Deeds	49
26. Transit to Your New Place of Residence	49
27. Veterinary Costs	49

## How We Will Settle Your Contents Claim

The following only apply to the extent relevant and subject to applicable law which may restrict **our** rights in certain circumstances. For more detail on these restrictions see “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim”.

1. If **we** agree to cover **your** claim for loss or damage to **your contents**, at **our** discretion (acting reasonably), **we** may:
  - a) repair or replace the item (or items) **contents**; or
  - b) reimburse **you** the reasonable cost of repair or replacement for the item (or items); or
  - c) reimburse **you** up to the amount of the sum insured of the item (or items).

**We** consider the reasonable cost of repair or replacement to be the retail price of the item as if it were new. **We** will not pay the extra cost of purchasing an extended warranty on any item. For claims with multiple items, **we** may pay the claim using a combination of the above options.

### Special items

2. These items have additional settlement conditions:
  - a) carpet, loose floor coverings, curtains or internal blinds: repair or replacement is limited to the room, hall or passage in which the loss or damage actually occurred. When repairing or replacing the carpet, loose floor coverings, curtains or internal blinds, **we** will make best efforts to use the nearest available equivalent to the original materials or items.

- b) any part of a pair, **set** or **collection**: **we** will not pay more than the value of the part which is lost or damaged. No allowance will be made for any reduction in the value of the remaining part or parts of the pair, **set** or **collection**.
- c) mobile phones and tablets: if a mobile phone or tablet is damaged **we** may choose to replace the item (or items) with a refurbished model of the damaged phone or tablet if it is available. **We** may, at **our** option, decide to keep the damaged mobile phone.

### The most we will pay

The most **we** will pay for loss or damage to **your contents** is the relevant sum insured, less any **excess** that applies.

**We** may also adjust **your** claims payment in accordance with the GST provision noted under “GST Notice” – see page 62 for details.

# Other Benefits

## 1. Additional cost of temporary accommodation

(Applicable only when you have “Contents Cover”)

We pay this in addition to your contents sum insured and no excess applies to this benefit.

If your home building suffers accidental loss or damage occurring during the period of insurance that would be covered by the policy during the period of insurance to such an extent that you can't live in it, we will pay the rental costs for accommodation for you and your pets while the building is repaired or rebuilt as set out below.

We pay this benefit provided:

- you were living in the home building when the accident happened;
- the loss or damage has made your home building uninhabitable; and
- you and/or your pets (as relevant) temporarily take accommodation at another address.

We will pay:

- the additional cost, up to 10% of your contents sum insured in total; and
- up to \$500 for the cost of temporary accommodation of your pets in a commercial boarding establishment.

We will pay for temporary accommodation for the time necessary up to a maximum of 12 months from the time of the accident.

If we have paid any additional temporary accommodation costs under the “Contents Cover” section of your policy we will not pay for any temporary accommodation under the “Buildings Cover” section.

## 2. Rental costs after insured loss or damage

(Applicable only when you have “Buildings Cover”)

If the buildings have been damaged by an accident occurring during the period of insurance covered by the policy to such an extent that you or your tenant cannot live in them, we will pay your rental costs for:

- the length of time which we agree is necessary to reinstate your buildings; or
- up to a maximum period of 12 months,

whichever period of time is the lesser as set out below.

If you normally live in the buildings, the amount we will pay will be based on the buildings' equivalent rentable value immediately prior to the damage.

If you are the landlord, the amount we will pay will be based on the weekly rent payable by your tenants immediately prior to the damage to the buildings.

The maximum combined total amount we will pay under this benefit and “Removal of Debris, Professional Fees and Extra Costs” on page 46 is 10% of the sum insured on the buildings. Any payment we may make under this benefit will be in addition to any amount we pay on buildings.

**We** will not pay for rental costs if:

- a) **you** have insured **your contents** with **us** and **we** have agreed to pay **your** claim for “Additional cost of temporary accommodation” on page 37; or
- b) **you** are the landlord and:
  - **your buildings** have not been tenanted for more than 60 consecutive days immediately before the date of the loss or damage; or
  - **you** did not have a contract in place for **your buildings** to be tenanted within the 30 days immediately following the date of the loss or damage.

### 3. Change of insured address

(Applicable only when **you** have “Contents Cover”)

If **you** are moving house to a new address during the **period of insurance**, **we** will cover **your contents** both at **your** new and old address for up to 14 days after **you** first start to move. To be covered:

- **you** must be permanently moving to a new address in Australia;
- **you** need to let **us** know as soon as reasonably possible when starting to move, and tell **us** **your** new address. **You** will not be covered if **you** do not notify **us** of the permanent removal of **your contents** and provide details of the new address as soon as reasonably possible after moving to **your** new address; and
- **your contents** need to be contained in the **buildings** at either **your** old or new address. **We** will not cover loss or damage while in transit.

### 4. Compensation for accidental death

(Applicable if **you** have “Buildings and/or Contents Cover”)

**We** pay this in addition to **your buildings/contents** sum insured and no **excess** applies to this benefit.

**We** will pay \$10,000 to **your** estate if during the **period of insurance**, **you** suffer an **accidental** fatal injury at **your insured address** as a result of visible bodily injury caused by burglars or by fire and **your** death occurs within 90 days of the injury.

**We** will only pay this benefit once during any one **period of insurance** regardless of the number of **buildings** or **contents** insurance policies held with **us**.

### 5. Contents in a safe deposit box at a bank

(Applicable only when **you** have “Contents Cover”)

This is not additional to **your contents** sum insured and is subject to the applicable **excess** for **contents**.

**We** will cover **your contents** when they are kept in a safe deposit box at a bank for **accidental** loss or damage as set out below occurring during the **period of insurance**.

**We** will not pay more than \$2,000 for any one item, pair, **set** or **collection** consisting of jewellery, watches or items containing gold and/or silver.

**We** will pay up to a total amount of:

- a) \$1,000 in total for money, cheques and other negotiable instruments; or
- b) 20% of **your contents** sum insured for all other **contents**.

**We** will not cover loss or damage caused by **theft**.

Nor will **we** cover loss or damage to title deeds under this benefit, as specific cover for this item applies under Title Deeds on page 49.

## 6. Contents in the open air at your insured address

(Applicable only when you have “Contents Cover”)

This is not additional to **your contents** sum insured and is subject to the applicable **excess** for **contents**.

**We** will cover **your contents** when they are in the open air at **your insured address** as set out below.

**We** will pay:

- a) for loss or damage caused by **theft**, up to a total amount of:
  - \$1,000 for bicycles; and
  - \$5,000 for all **contents**;
- b) for loss or damage caused by **storm, rainwater or run-off**, up to a total amount of:
  - \$1,000 for bicycles; and
  - \$2,000 for all **contents**;
- c) up to a total amount of 20% of **your contents** sum insured for any claimable loss other than **theft, storm, rainwater or run-off**.

**We** will not pay more than the maximum amounts shown under the heading “Contents with Specified Limits of Cover” on pages 33 for any one item, pair, **set** or **collection**.

## 7. Continuation of cover when you are selling your buildings

(Applicable only when you have “Buildings Cover”)

This is not additional to **your buildings** sum insured and is subject to the applicable **excess** for **accidental** loss or damage to **your buildings**.

If at the time of **accidental** loss or damage to **your buildings** that is covered by the **policy**, a contract for the sale of **your buildings** has been entered into and the **policy** is current, **we** will cover **you** for loss or damage to **your buildings** during the **period of insurance** up to **your buildings** sum insured, until such time as:

- a) the sale is completed; or
  - b) the purchaser takes possession of **your buildings**,
- whichever occurs first.

## 8. Credit cards – cover for loss or theft

(Applicable only when you have “Contents Cover”)

This is not additional to **your contents** sum insured and is subject to the applicable **excess** for **contents**.

If **your** credit card or other ATM card is lost or stolen during the **period of insurance** and **you** are legally liable to pay for credit given to anyone who has found or stolen **your** card during the **period of insurance**, **we** will pay up to \$5,000 for any one occurrence of loss or **theft** of one or more of **your** cards.

**You** must have complied with the conditions under which **your** card was issued before **we** will pay **you** under this benefit.

No **excess** will apply to this benefit.

## 9. Emergency storage of contents

(Applicable only when you have “Contents Cover”)

This is not additional to **your contents** sum insured and is subject to the applicable **excess** for **contents**.

If **your** home **buildings** can't be lived in because of **accidental** loss or damage that happens during the **period of insurance** that would be covered under the “Buildings Cover” section of this insurance, **we** will reimburse the reasonable costs to move and store **your** undamaged **contents** while the **buildings** are repaired or rebuilt or **you** find alternative accommodation.

The maximum **we** will pay is the balance of **your contents** sum insured, after **we** have paid any claim for damage to **your contents**.

**We** will pay the benefit for the time necessary to repair to rebuild **your** home **building**, or until **you** find alternative accommodation, up to a maximum of 12 months.

## 10. Environmental benefits

(Applicable only when you have “Buildings Cover”)

This is an extra amount, paid in addition to **your buildings** sum insured. No **excess** applies to this benefit.

If **your buildings** are totally destroyed and need to be rebuilt, **we** will help **you** make the new **buildings** more environmentally friendly in relation to the following environmental systems:

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

**We** will pay this benefit when:

- **your buildings** are totally destroyed by an **accident** during the **period of insurance** that is covered by the **policy**; and
- **we** have approved these costs before they are incurred. **You** must contact **us** to confirm **our** approval.

**We** will pay up to \$5,000 to **you** after deduction of any government or council rebates.

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;
- battery storage system;
- 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.

## 11. Motor burnout

(Applicable if **you** have “Buildings and/or Contents Cover”)

This is not additional to **your building** and/or **contents** sum insured and is subject to the applicable **excess** for **your building** and/or **contents**.

**We** will cover damage caused by an electrical current to a domestic household electrical motor (including sealed or semi-sealed refrigeration units) during the **period of insurance**. **We** will, at **our** option (to be exercised reasonably), either pay the reasonable cost to rewind the motor or replace the motor.

**We** will not pay for:

- a) any associated repair or replacement costs for items such as fuses, switches, electronic components, printed circuit boards, bearings, lighting or heating elements, protection devices, or electrical contacts at which sparking or arcing occurs in ordinary working;
- b) the cost of removing or reinstalling:
  - underground or submersible pump motors above 1.86 kW (2.5 hp);
  - multi-stage and bore hole pumps;
  - the cost of repair or replacement of rectifiers and transformers;
  - motors under any warranty or manufacturers’ guarantee; or
  - motors more than 12 years old.

## 12. Guests’, visitors’ and domestic helpers’ property

(Applicable only when **you** have “Contents Cover”)

This amount is not additional to **your contents** sum insured. No **excess** applies to this benefit.

**We** will pay for the cost to repair or replace property belonging to **your** guests, visitors or domestic helpers and domestic workers, up to a maximum amount up to \$5,000 if:

- it is lost or damaged as a result of any **accidental** loss or damage occurring during the **period of insurance** to **contents you** are claiming for under the **policy**;
- the property was in **your home buildings** at the time; and
- **we** would have paid the claim if the lost or damaged property had belonged to **you**.

**We** will not pay for property that is:

- a) covered by an insurance policy entered into by a third party or by a policy required by law;
- b) money, cheques or other negotiable instruments; or
- c) excluded under the **policy**.

### 13. Landscaping

(Applicable only when **you** have “Buildings Cover”)

This is not additional to **your buildings** sum insured and is subject to the applicable **excess** for **accidental** loss or damage to **your buildings**.

**We** will pay the cost of **landscaping** including the replacement of fixed trees, plants and shrubs that have been lost or damaged by an insured event occurring during the **period of insurance**, up to a maximum amount of \$5,000 in any one **period of insurance**.

**We** will not pay for:

- a) loss or damage caused by **storm, rainwater** or **run-off, flood**, cyclone, **tsunami**; or
- b) grass or lawn (unless part of a tennis court).

### 14. Legal defence costs

(Applicable only when **you** have “Contents Cover”)

If **you** live at the **insured address**, **we** will pay up to a maximum of \$5,000 during any one **period of insurance** for legal fees, costs and expenses that **you** reasonably incur with **our** consent in defending legal proceedings brought against **you** by a third party in Australia during the **period of insurance**.

**We** will not pay or reimburse **you** for any legal proceedings or claims related to:

- a) claims by any family members, including but not limited to, any current or former spouse or partner;
- b) any matter falling within the jurisdiction of the Family Court of Australia, including but not limited to, divorce, separation, property disputes or child visitation, custody or maintenance;
- c) any criminal offence;
- d) defamation or slander;
- e) dishonesty or misconduct;
- f) intentional violence;
- g) any workers’ compensation legislation, statutory accident compensation scheme, compulsory third party insurance or other insurance cover required by legislation;
- h) **your** business, trade or profession; or
- i) road traffic or boating offences;

**We** will not pay or reimburse **you** for any:

- a) fines, penalties or awards of aggravated, exemplary or punitive damages;
- b) award of damages made against **you**; or
- c) claims or legal proceedings, whether initiated, threatened or commenced, which **you** were aware of or should have been aware of before **you** entered into the **policy**.

## 15. Legal liability – cover for injury to other people or their property

(Applicable if **you** have “Buildings and/or Contents Cover”)

What we cover

**We** will cover **your** legal liability:

- If **you** have “Building Cover” only – that **you** incur as owner or occupier of the **buildings**; or
- If **you** have “Contents Cover” only – that **you** incur as owner of the **contents**,

for payment of compensation relating to:

- death, bodily injury or illness; and/or
- physical loss of or damage to property,

which is caused by an **accident** (or series of **accidents**) attributable to one source or originating cause.

This cover applies for **accidents** that occur:

- during the **period of insurance**; and
- anywhere in Australia or elsewhere in the world, when **you** are temporarily outside Australia – provided **you** normally reside in Australia.

### What we pay

**We** will pay up to \$20,000,000 for a liability arising out of any one **accident** (or series of **accidents**) attributable to one source or originating cause. In addition, **we** will also pay all legal costs and expenses **you** incur with **our** consent for which **you** are legally liable plus the cost of any lawyers **we** appoint. If **you** have another **buildings** or **contents** policy with **us**, **we** will reduce the amount **we** pay by the amount paid out by the other cover for the same liability, loss, occurrence or incidence.

No **excess** applies to this benefit.

### Liability cover – when your buildings are a total loss

If **you** have “Buildings Cover” and **your buildings** are a total loss occurring during the **period of insurance**, **we** will continue liability cover for any amount **you** have to pay as owner or occupier of the **buildings** for up to six months from the date **your buildings** were destroyed.

This cover will end immediately if:

- construction commences at the **insured address**;
- **you** take out a new buildings insurance policy; or
- **you** sell the land.

### What we do not cover

The following exclusions apply to “Legal Liability Cover”.

1. **We** will not cover **your** legal liability for:
  - a) damage to **your** property;
  - b) injury to any person who normally lives with **you**, or damage to their property;
  - c) injury to **your** employees, or damage to their property;

- d) claims arising directly or indirectly from (or in any way connected with):
  - the existence, use, operation or maintenance of email;
  - computer viruses;
  - internet sites or services;
  - intranet sites or any website.
- e) loss of or damage to property in **your** care, custody or control except that property in which **you** live as a residential tenant;
- f) claims arising out of or connected with **your** business, trade or profession **you**;
- g) which **you** are liable because of the terms of an agreement, other than a lease or rental agreement **you** have entered into (unless **you** would have been liable if the agreement did not exist);
- h) damage to any land or fixed property resulting from vibration, the removal or weakening of or interference with support to land, **buildings** or any other property;
- i) claims arising out of **your** ownership, possession or use of any:
  - aircraft or aircraft landing area (where **aircraft landing area** means any area in which aircraft land, take off, are housed, maintained or operated);
  - mechanically propelled vehicle, except garden equipment, golf buggy or wheelchair which do not need to be registered or do not require statutory bodily injury cover to be taken out;
  - watercraft except for surfboards, sailboards, canoes and surf skis; and
  - other non-motorised watercraft more than three metres in length;
- j) claims involving **buildings** in the course of construction or any alterations, additions, demolition, repairs to or decorations of the **buildings** costing more than \$75,000;
- k) claims arising directly or indirectly out of or in any way connected with, the existence, at any time, of asbestos; claims arising out of the discharge, dispersal, release or escape of pollutants.  
 Except for **accidents** happening in Canada or the United States of America, this exclusion will not apply if the contamination or pollution is caused by a sudden, **accidental**, unexpected and unintended happening. **We** will not pay expenses for the prevention of such contamination or pollution;
- l) claims for:
  - pregnancy; or
  - the transmission of disease;
- m) claims which arise out of **your** ownership or possession of any building except for **your buildings** located at the **insured address** shown in the **policy schedule**.

2. Additionally, **we** will not pay a claim for:

- a) legal liability arising out of breach of copyright or an act of libel, slander, defamation or assault caused by **you**;
- b) legal liability arising from any:
  - statutory, compulsory scheme or fund;
  - accident compensation scheme or workers compensation policy of insurance; or
  - industrial award,
 even if the amount recoverable is nil;

- c) legal liability which is over that recoverable under any:
  - statutory compulsory scheme or fund; or
  - accident compensation scheme or workers compensation policy of insurance; or
  - industrial award; or
- d) any aggravated, exemplary or punitive damages, fines or penalties.

## 16. Modifications to your buildings as a result of paraplegia or quadriplegia

(Applicable only when you have “Buildings Cover”)

This amount is not payable in addition to **your buildings** sum insured. No **excess** applies to this benefit.

If **you** become permanently paraplegic or quadriplegic as a direct result of **accidental** damage to **your home buildings** occurring during the **period of insurance** which is covered by the **policy**, **we** will also pay up to \$10,000 towards the cost of modifying **your home buildings** to make them accessible for **your** disability provided:

- **you** were living in the **buildings** when the **accident** took place; and
- **we** receive confirmation of **your** paraplegia or quadriplegia from a registered medical practitioner.

**Paraplegia** or **Quadriplegia** means paraplegia or quadriplegia which continues for a period of 12 months and is then diagnosed to continue for an indefinite period.

## 17. Mortgage discharge costs

(Applicable only when you have “Buildings Cover”)

This amount is not payable in addition to **your buildings** sum insured. No **excess** applies to this benefit.

If **your buildings** are totally destroyed by an **accident** occurring during the **period of insurance** covered by the **policy**, **we** will also reimburse **your** reasonable legal costs for the discharge and replacement of **your** mortgage(s) including legal fees and statutory government charges, up to an amount of \$5,000.

**Our** maximum payment for this benefit will be limited to the balance of any sum insured remaining after payment of **your** claim for the damage to **your buildings**.

## 18. Reinstatement of sum insured after a loss

(Applicable if you have “Buildings and/or Contents Cover”)

If **your** sum insured or limit of liability is reduced because of any claim for loss, damage or liability which **we** have settled, **we** will automatically reinstate **your** sum insured or limit of liability from the date of the loss, damage or liability unless:

- a) there is a written request from **you** or written notice by **us** to the contrary;
- b) **you** do not pay or agree to pay the requested reasonable premium where required for reinstatement; or
- c) **we** have paid the full sum insured or limit of liability.

## 19. Removal of debris, professional fees and extra costs

(Applicable if **you** have “Buildings and/or Contents Cover” to extent specified)

Any payment **we** make under this benefit will be in addition to any amount **we** pay on **buildings** or **contents** as applicable. No **excess** applies to the benefit.

If **you** have “Buildings Cover” and the **buildings** have been destroyed or damaged by an **accident** occurring during the **period of insurance** covered by the **policy**, **we** will also pay the reasonable and necessary:

- costs that relate directly to the demolition and removing debris from **your insured address**;
- architects’, engineers’, surveyors’ and solicitors’ fees that relate directly to the rebuilding of the damaged property; and
- costs of meeting the requirements of any statutory authority.

**We** will only pay these costs if they relate directly to the destroyed or damaged part of the **buildings** and **we** have agreed to do so before they are incurred. **You** must contact **us** to confirm approval.

The maximum combined total amount **we** will pay under this benefit and “Rental Costs After Insured Loss or Damage” on page 37 is 10% of the sum insured on the **buildings** plus the balance of any sum insured remaining after payment of **your** claim for damage to **buildings**.

If **you** have “Contents Cover” and **your contents** have been destroyed or damaged by an event covered by the **policy** and **we** have agreed to pay **your** claim, **we** will also pay the cost of removing debris from **your insured address**.

The maximum combined total amount **we** will pay under this benefit and “Additional cost of temporary accommodation” on page 37 is 10% of the sum insured on **your contents** plus the balance of any sum insured remaining after payment of **your** claim for damage to **contents**.

**We** will not pay for:

- a) the removal of a tree stump from the ground, or the removal of any part of a tree that has not fallen; or
- b) the costs of complying with the requirements of any statutory authority if **you** received notice of the requirements or were aware of them before the loss or damage occurred.

## 20. Replacement of locks or cylinders

(Applicable if **you** have “Buildings and/or Contents Cover”)

This is not additional to **your buildings** and/or **contents** sum insured and is subject to the applicable **excess** for **accidental** loss or damage to **your buildings** and/or **contents**.

**We** will pay **you** up to \$1,000 (as part of the **buildings** and/or **contents** sum insured) to replace the locks or cylinders of any external door or window if:

- the key is stolen; or
- there are reasonable grounds to believe that the key has been copied.

No **excess** applies for the replacement of locks or cylinder.

**We** will not pay for the replacement of locks which can be insured by the **Body Corporate strata title development** or similar.

## 21. Security firm attendance

(Applicable only when **you** have “Contents Cover”)

Any payment **we** make under this benefit will be in addition to any amount **we** pay on **contents**. No **excess** applies to this benefit.

**We** will pay up to \$500 (as part of the **contents** sum insured) towards the costs of a security firm callout to **your** home in response to a monitored alarm signal if **we** have agreed to pay a claim for **burglary** or **theft of your contents**.

## 22. Spoilage of perishable food

(Applicable only when **you** have “Contents Cover”)

This is not additional to **your contents** sum insured and is subject to the applicable **excess** for damage to **your contents**.

**We** will pay for spoilage of perishable food in a domestic refrigerator, freezer or deep freeze unit caused by:

- a) breakdown or failure of the unit or any of its components;
  - b) escape of the refrigerant or fumes; or
  - c) **accidental** failure of the public electricity supply to the **buildings**;
- occurring during the **period of insurance**.

**We** will not pay if the spoilage of perishable food is caused by:

- a) **flood**, except to the extent the **policy** provides otherwise;
- b) industrial action;
- c) a deliberate act of a power supply authority;
- d) **accidental** disconnection or switching off of the electricity supply;
- e) the breakdown or failure of any motor more than 10 years old; or
- f) **accidental** damage to the motor.

## 23. Tax audit

(Applicable only when **you** have “Contents Cover”)

This is not additional to **your contents** sum insured and is subject to the applicable **excess** for claim for damage to **your contents**.

If **you** live at the **insured address**, **we** will pay up to a maximum of \$5,000 during any one **period of insurance** for accountants fees that **you** reasonably incur with **our** consent as a result of **your** personal taxation affairs being audited by the Australian Taxation Office.

**We** will not pay or reimburse **you** for any:

- a) fines, penalties or shortfall in the amount of tax payable;
- b) audit conducted in relation to criminal activity or which results in a criminal prosecution;
- c) audit of which **you** were aware, or should have been aware of, before **you** entered into the **policy**;
- d) audit conducted in relation to any fact or circumstance likely to lead to a claim under this benefit if **you** were aware, or should have been aware, of the fact or circumstance before entering into the **policy**;
- e) audit that is not commenced during the **period of insurance**;
- f) audit in relation to any business;

- g) fees where the final assessment of **your** taxable income for the period being audited is more than 20% higher than the taxable income which **you** originally declared; or
- h) fees incurred outside any relevant statutory time limit.

## 24. Temporary removal of contents from your insured address

(Applicable only when **you** have “Contents Cover”)

This is not additional to **your contents** sum insured and is subject to the applicable **excess** for damage to **your contents**.

**We** will extend the cover provided for **accidental** loss or damage to **your contents** occurring during the **period of insurance**, under the **policy** when **your contents** are temporarily removed from **your insured address** to another location within Australia or New Zealand for a maximum period of up to 90 days and subject to the limits detailed below.

**We** will pay up to a maximum amount of:

- a) 20% of **your contents** sum insured for **your contents** while kept in that part of any dwelling, residential flat, hotel, motel, nursing home or hospital in which **you** are temporarily residing; or
- b) \$7,500 for any one occurrence of loss or damage to **your contents** anywhere else in Australia and New Zealand.

**We** will not pay more than:

- a) \$500 for any ride on golf buggy or watercraft insured by the **policy**;
- b) \$1,000 for bicycles;
- c) \$1,000 for money, cheques and other negotiable instruments;
- d) \$2,000 for any one item, pair, **set** or **collection** consisting of jewellery, watches or an item containing gold and/or silver; or
- e) \$1,500 for any one item, pair, **set** or **collection** for all other **contents**.

**We** will not cover loss or damage to:

- a) money, cheques or other negotiable instruments:
  - in the open air; or
  - caused by **theft**;
- b) **contents** which are kept in furniture storage facilities;
- c) **contents** while in transit during permanent removal from the **insured address** unless they would be covered under “Transit to Your New Place of Residence” on page 49;
- d) **contents** which have been permanently removed from the **insured address**;
- e) accessories, extras and/or spare parts of motor vehicles, farm vehicles, caravans, trailers, watercraft or aircraft; or
- f) watercraft insured by the **policy** caused by **theft**;
- g) motor or trail bikes;
- h) **contents** used for business, trade or professional purposes consisting of:
  - tools, instruments and equipment;
  - furniture and other **contents** of an office or workplace; or
  - stock; or
- i) property belonging to guests, visitors or domestic helpers.



Nor will **we** cover loss or damage to **contents** in a safe deposit box at a bank under this section of the **policy** as specific cover for this item applies under “Contents in a Safe Deposit Box at a Bank” on page 38.

## 25. Title deeds

(Applicable only when **you** have “Contents Cover”)

This is not additional to **your contents** sum insured and is subject to the applicable **excess** for damage to **your contents**.

**We** will pay for the cost of preparing new title deeds for **your insured address** if **your** title deeds are lost or damaged by an event covered by the **policy** occurring during the **period of insurance** while they are at **your insured address** or are held in a secure envelope or a safe deposit box at a bank, up to a maximum amount of \$2,000.

## 26. Transit to your new place of residence

(Applicable only when **you** have “Contents Cover”)

This is not additional to **your contents** sum insured and is subject to the applicable **excess** for damage to **your contents**.

**We** will pay for loss or damage to **your contents** occurring during the **period of insurance** caused by:

- a) fire, collision and/or overturning of the conveying vehicle; or
- b) **theft** from the conveying vehicle;

while they are in transit by land within the same State or Territory as **your** current **insured address** or within 100 kilometres of **your** current **insured address**:

- to **your** new intended place of residence; or
- to or from a furniture storage facility;

whichever is the greater distance.

**We** will not pay for:

- a) damage to china, glass, earthenware or other items of a brittle nature;
- b) damage caused by scratching, denting, bruising or chipping; or
- c) loss or damage otherwise covered by another insurance policy.

## 27. Veterinary costs

(Applicable only when **you** have “Contents Cover”)

This is not additional to **your contents** sum insured and is subject to the applicable **excess** for damage to **your contents**.

If **you** have “Contents Cover” and **your** cat or dog is injured in a road **accident** during the **period of insurance**, **we** will pay up to a maximum amount of \$500 for any and all claims in any one **period of insurance** for related veterinary expenses. No **excess** applies to this benefit.

# When We Will Not Pay a Claim Under Part A – Buildings and/or Contents

**Please note:** If an exclusion applies **we** may refuse or reduce what **we** pay in relation to a claim and/or cancel **your policy**, subject to relevant law. See in particular, “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim” on page 13 and “Cancellation” on page 61 for further information.

There are other exclusions in the **policy** which may apply. These are detailed on pages 56 to 59 under the heading “When We Will Not Pay a Claim Under Your Policy”. Other exclusions may be in the **policy schedule** or other documents forming the **policy**.

The **policy** does not cover loss, liability, injury or damage:

1. caused by or arising from:
  - **flood**; or
  - **flood** water combined with **run-off** and/or **rainwater**, unless **your policy schedule** shows **you** are covered for **flood**;
2. caused by or arising from:
  - a rise in the level of the ocean or sea caused by a high tide, a king tide or any other movement of the sea;
  - a rise above the normal water level along a shore resulting from strong onshore winds and/or reduced atmospheric pressure;
3. caused by or arising from soil movement including erosion, landslide, mudslide or subsidence unless it is directly caused by and occurs within 72 hours of an:
  - explosion;
  - earthquake;
  - **flood** (but only if **your policy schedule** shows **you** are covered for **flood**);
  - **tsunami**; or
  - **storm**;
4. caused by or arising from shrinkage or expansion of earth or land;
5. to swimming pool or spa covers, their liners or their solar domes caused by **storm**, **rainwater** or **flood**;
6. to external paint work or other exterior coatings of **your buildings** caused by **rainwater**;
7. caused by or arising from **storm**, **rainwater**, **run-off** or **flood** damage to retaining walls;
8. caused by or arising from **flood** damage to pontoons, jetties or bridges;
9. caused by or arising from water entering **your buildings** through an opening made for the purpose of alterations, extensions, renovations or repairs;
10. caused by or arising from lack of maintenance, wear and tear, or neglect;
11. caused by or arising from water percolating, seeping or otherwise penetrating into **your buildings** as a result of:
  - structural defects;
  - faulty design of the **buildings**;
  - faulty workmanship in the construction of the **buildings**; or
  - **your** failure to adequately maintain the **buildings**;

12. caused as a result of the gradual escape of liquid over a period of time:
  - where **you** or a reasonable person in the circumstances could be expected to have been aware of such gradual escape of liquid; or
  - caused by water escaping from a shower base, shower recess, shower alcove or the walls surrounding the shower;
13. to the defective part or parts of any fixed apparatus, fixed tank, fixed pipe or installation from which liquid has escaped causing loss or damage to **your** home or **contents**. Nor will **we** pay for the cost of repair or replacement of any broken main or pipe;
14. caused by or arising from **hydrostatic pressure**;
15. caused by or arising from roots from trees;
16. caused by or arising from settling, shrinkage or expansion in **buildings**, foundations, pavements or walls;
17. caused by or arising from the removal or weakening of or interference with support to land or **buildings** for the purpose of alterations, extensions, renovations or repairs;
18. caused by or arising out of:
  - incorrect siting of **buildings**;
  - demolition of **buildings** ordered by any legal authority caused by failure to obtain any necessary permits;
19. caused by or arising from actual or attempted **theft** or **burglary** which:
  - a) is committed by:
    - **you** or **your** tenants;
    - the invitees of **you** or **your** tenants; or
    - any person who is acting with **your** express or implied consent;
  - b) takes place in the internal or external common areas of a residential flat, home unit, town house or any other type of multiple occupancy residence; or
  - c) relates to **contents in the open air**. However, cover will apply in the circumstances set out under “Contents in the Open Air at Your Insured Address” on page 39 or “Temporary Removal of Contents from Your Insured Address” on pages 48 to 49;
20. caused by or arising from a malicious act (other than fire or explosion) which is committed by:
  - **your** tenants; or
  - the invitees of **you** or **your** tenants.

An **excess** of \$2,000 applies to any claim for loss or damage caused by fire or explosion arising from the malicious act of:

  - **your** tenants; or
  - the invitees of **you** or **your** tenants.

In the event that the \$2,000 **excess** applies the normal **policy excess** shown in the current **policy schedule** will not apply;
21. to **contents** which are in the internal or external common areas of residential flats, home units, town houses or any type of multiple occupancy residences caused by a malicious act;

22. of money, cheques or other negotiable instruments caused by **theft** unless there is visible evidence of forcible and violent entry into the **buildings**;
23. caused by or arising from **accidental** breakage of glass forming part of any glasshouse or conservatory;
24. caused by or arising from **accidental** breakage of glass forming part of items such as crockery, porcelain, china, hand mirrors, glassware, crystal or glass in clocks, vases, ornaments, pictures, radios, visual display units or televisions:
  - a) while being carried by hand or during use;
  - b) where the fracture does not extend through the entire thickness of the damaged item; or
  - c) which were in a damaged or imperfect condition when the breakage happened.
25. **contents in the open air at your insured address**: money, cheques and other negotiable instruments;
26. **contents** used for business, trade or professional purposes consisting of:
  - a) tools, instruments and equipment;
  - b) furniture and other **contents** of an office or workplace; or
  - c) stock.

**You** are not covered for **consequential loss** except where **we** have expressly stated otherwise in the **policy**.

# Part B – Personal Effects

## If You Have Personal Effects Cover

(Available only when **you** have “Contents Cover”)

**Your policy schedule** shows if **you** have “Personal Effects Cover” and whether this relates to **unspecified personal effects** and/or **specified personal effects**.

**We** will cover **you** for loss or damage to **your personal effects** cause by **theft** or an **accident** anywhere in the world. Cover outside Australia is limited to 120 continuous days in any one **period of insurance**.

If a claim could be made under Part A – “Other Benefits, Temporary Removal of Contents from Your Insured Address” on pages 48 to 49 or this Part B – “Personal Effects”, **we** will only pay under one Part. **You** may choose whether **you** claim under Part A or Part B.

## What are Unspecified Personal Effects

**We** will cover **you** in respect of the following **unspecified personal effects**:

- a) travellers’ suitcases and bags, handbags, briefcases, wallets and purses (but not their **contents**, unless they are listed below)
- b) clothing and shoes;
- c) jewellery, watches (except smart watches);
- d) cosmetics and toiletries;
- e) bicycles (but not while being used);
- f) sporting equipment (but not while being used);
- g) musical instruments;
- h) cameras and photographic equipment and their accessories;
- i) binoculars or telescopes;
- j) spectacles and sunglasses.

**We** will not cover the following as **unspecified personal effects**:

- a) all excluded **general contents** – see page 34;
- b) laptops, tablets, mobile phones, smart watches and other wearable technology (see “Specified Personal Effects” for cover);
- c) any item used for business, or to earn an income;
- d) any other item not specifically listed above;
- e) any item that is or must be listed as a listed portable content item.

**Unspecified personal effects** are covered up to the limit **you** have selected as shown on **your policy schedule** under the heading Part B – “Personal Effects”.

In the event of a claim **you** must be able to provide evidence of the value and ownership of such **unspecified personal effects**.

An **excess** applies to all claims in respect of **unspecified personal effects**.

## What are Specified Personal Effects

**You** can ask **us** to cover specific **personal effects** separately for a specified value.

Specified items are covered up to the amount of their individual sum insured (less any **excess(es)** which may be payable) as stated in the **policy schedule** under the heading Part B – “Personal Effects”.

In all cases, **you** must specifically list each of the following items on **your policy schedule**, along with the sum insured **you** want to apply to it:

- a) any items in the “Unspecified Contents” list which **you**’d like to cover for more than the per item limit offered;
- b) laptops, tablets, mobile phones, portable computers and their accessories;
- c) smart watches and other wearable technology;
- d) handheld games consoles and their accessories;
- e) portable GPS devices and their accessories;
- f) external medical aids and devices including wheelchairs and mobility scooters.

**We** will not cover the following as **specified personal effects**:

- a) all excluded **general contents** – see page 34;
- b) any items used for business, or to earn an income;
- c) any other item not specifically listed above; or
- d) cracked screen where there is no other damage.

In the event of a claim **you** must be able to provide evidence of the value and ownership of such **specified personal effects**.

## How We Will Settle Your Personal Effects Claim

The following only apply to the extent relevant and subject to applicable law which may restrict **our** rights in certain circumstances. For more detail on these restrictions see “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim”.

If **we** agree to cover **your** claim for loss of or damage to **your contents** or portable **contents**, at **our** discretion (acting reasonably), **we** may:

- a) repair or replace the item (or items);
- b) reimburse **you** the reasonable cost of repair or replacement of the item (or items); or
- c) reimburse **you** up to the amount of the sum insured of the item (or items).

**We** consider **your** reasonable cost of repair or replacement to be the retail price of the item as if it were new.

**We** will not pay the extra cost of purchasing an extended warranty on any item. For claims with multiple items, **we** may pay the claim using a combination of the above options.

## Special items

These items have additional settlement conditions:

- a) carpet, loose floor coverings, curtains or internal blinds: repair or replacement is limited to the room, hall or passage in which the loss or damage actually occurred. When repairing or replacing the carpet, loose floor coverings, curtains or internal blinds, **we** will make best efforts to use the nearest available equivalent to the original materials or items.

- b) any part of a pair, **set** or **collection**: **we** will not pay more than the value of the part which is lost or damaged. No allowance will be made for any reduction in the value of the remaining part or parts of the pair, **set** or **collection**.
- c) mobile phones and tablets: if a mobile phone or tablet is damaged **we** may choose to replace the item (or items) with a refurbished model of the damaged phone or tablet if it is available. **We** may, at **our** option, decide to keep the damaged mobile phone.

### The most we will pay

The most **we** will pay for loss or damage to **your personal effects** is the relevant sum insured, less any **excess** that applies.

**We** may also adjust **your** claims payment in accordance with the GST provision noted under “GST Notice” – see page 62 for details.

# General Exclusions

## When We Will Not Pay a Claim Under Your Policy

Please note: If an exclusion applies **we** may refuse or reduce what **we** pay in relation to a claim and/or cancel **your policy**, subject to relevant law. See in particular, “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim” on page 13 and “Cancellation” on page 61 for further information.

**We** want to be clear about what **you** are covered and not covered for. In addition to any other exclusions listed for an event or cover section – here’s a list of things **we** won’t cover under any section of the **policy**. Please note that other exclusions may be in the **policy schedule** or other documents forming the **policy**.

### Always excluded

1. The **policy** does not cover loss, liability, injury or legal liability as a result of, caused by or arising from:
  - a) **actions of the sea** including:
    - **storm surge**;
    - a rise in the level of the ocean or sea caused by a high tide, a king tide or any other movement of the sea.
  - b) **coal seam gas** including:
    - fracking, extraction, exploration, production, installation, removal or any other activities related to manufacture and/or distribution of coal seam gas at **your insured address**.
  - c) **deliberate, intentional, malicious or criminal act**  
by a deliberate, intentional, malicious or criminal act by:
    - **you, your** domestic helpers, domestic workers or anyone who lives with **you**;
    - the invitees of **you, your** domestic helpers, domestic workers or anyone who lives with **you**;
    - any person who is acting with **your** express or implied consent.
  - d) **lawful seizure**
    - including lawful confiscation, destruction, detention, nationalisation, requisition or seizure.
  - e) **nuclear**  
ionising radiation or contamination by radioactivity from:
    - any nuclear fuel or nuclear waste,
    - the combustion of nuclear fuel (including any self-sustained process of nuclear fission),
    - nuclear weapons material.
  - f) **war**  
including any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military rising.
  - g) **wear and tear**  
including depreciation, gradual deterioration, wear and tear or lack of maintenance.
  - h) **inherent defects**  
including faulty design, structural defects or poor workmanship.
  - i) **illegal contents or personal effects**  
which are acquired illegally or are illegally held.



- j) **soil movement**  
including erosion, landslide, mudslide or subsidence unless it is directly caused by and occurs within 72 hours of an explosion, earthquake, **tsunami, storm or flood** (where **your policy schedule** shows **you** have optional cover for **flood**).
- k) **economic or trade sanctions**  
any insured event to the extent that the provision of such cover, payment or benefit is prohibited by any law, sanction, prohibition or restriction under United Nations resolutions or any other applicable trade or economic sanctions, laws or regulations.
- l) **waiting period exclusion for cyclone, flood and bush fires**  
loss or damage caused by cyclone, **flood** or bush fires in the first 72 hours after the **policy** is first taken out (it does not apply to renewals). However, **you** will be covered from the time **you** take out the **policy** for covered loss of or damage to **your buildings** or **contents** not caused by these events.
- m) **communicable disease**  
any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.  
For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
- for a **communicable disease**; or
  - any property insured that is affected by such **communicable disease**.
- n) **cyber**  
any:
- **cyber loss**, unless subject to the provisions of paragraph a);
  - loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**, unless subject to the provisions of paragraph b),  
regardless of any other cause or event contributing concurrently or in any other sequence.
- i. The **policy** covers physical loss or physical damage to property insured under the **policy** caused by any ensuing fire or explosion which directly results from a **cyber incident**, unless that **cyber incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **cyber act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act**.
- ii. Should **data processing media** owned or operated by **you** suffer physical loss or physical damage insured by the **policy**, then the **policy** will cover the cost to repair or replace the **data processing media** itself plus the costs of copying the **data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **data processing media**. However, the **policy** excludes any amount pertaining to the value of such **data**, to **you** or any other party, even if such **data** cannot be recreated, gathered or assembled.

## Excluded unless the policy specifically allows it

2. Unless **we** state differently in **your policy** or **policy schedule**, **we** will not pay for loss, damage, injury or legal liability as a result of, caused by, or arising from:
- a) **flood**;
  - b) the action of light, atmospheric or other climatic conditions however **you** may be covered by loss or damage caused by:
    - lightning;
    - **storm**, cyclone, **rainwater** or **run-off**;
    - earthquake or **tsunami**;
    - **flood** – if **your policy schedule** shows **you** are covered for **flood**;
  - c) loss of property which has been simply mislaid or is missing and for which there is no single identifiable event to account for the disappearance. This exclusion does not apply to items insured under Part B – “Personal Effects”;
  - d) insects, birds and vermin including native animals which includes loss or damage case directly or indirectly by:
    - insects or birds;
    - vermin, including native vermin for example possums (other than loss or damage caused by fire, water or other liquid damage);
  - e) rust, damp or chemical damage which includes loss or damage caused directly or indirectly by:
    - rust, corrosion, algae, mould or mildew. However, **we** will cover **you** for loss or damage when it is a direct result of an insured event;
    - any process of cleaning, repairing or restoring which involves the use of chemicals;
  - f) any claim while certain items are in use which includes loss or damage to the following items while being used:
    - sporting equipment;
    - bicycles;
    - watercraft;
    - firearms; or
    - equipment that is used, in any way, for business, trade or equipment that is used for business, trade or professional purposes when in use (except if used as part of a home office);
  - g) any claim while **your** home **buildings** are not lived in for more than 60 consecutive days which includes loss, damage or **theft** if the **buildings** have not been or will not be lived in for any period in **excess** of 60 consecutive days, unless **you** have **our** prior agreement in writing. **We** will not unreasonably withhold **our** agreement;
  - h) mechanical or electrical failure which includes loss or damage caused by mechanical or electrical breakdown, failure or derangement except for motor burnout of electrical motors as set out under “Other Benefits, Motor Burnout” on page 41;
  - i) electrical malfunctions, processing errors or computer faults and viruses which includes loss of, or damage to, electronic equipment or **data** caused by electrical, electronic or mechanical derangement or malfunction, or by a processing error or computer virus.

**We** do not cover the cost of **data** recovery for any reason or **consequential loss**. This means **we** don't cover **you** for anything not expressly described in the cover sections of the **policy**.

The **policy** does not cover any loss or damage to any applicant, machinery, equipment or other property which is computer or which contains or comprises any computer technology (including computer chip or control logic) and which:

- fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such computer technology (including computer chip or control logic); or
- arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or **accidental**;

j) **consequential loss** the **policy** does not cover **consequential loss** of any kind.; or

k) **terrorism**

The **policy** does not cover loss, damage, liability, injury, illness, death, cost or expense arising directly or indirectly out of, or in any way connected with:

- i. any act of **terrorism** arising directly or indirectly out of or in any way connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion; or
- ii. any act of controlling, preventing, suppressing, retaliating against, or responding to any act referred to in i. above.

# General Conditions

Please note: If **you** don't meet **your** obligations under the **policy** terms **we** may refuse or reduce what **we** pay in relation to a claim and/or cancel **your policy**, subject to relevant law. See in particular, "When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim" on page 13 and "Cancellation" on page 61 for further information.

## 1. Changes to your details – what you have to tell us as soon as reasonably possible

**You** must tell **us** as soon as reasonably possible if during the **period of insurance**:

- a) **you** start using any part of **your** home **buildings** for business, trade or professional purposes (except for **your** home office);
- b) **you** remove or stop using any security devices that were specifically required by **us**;
- c) **your building** is in the course of construction or there are any alterations, additions, demolition, repairs to, or decorations of the **buildings** costing more than \$75,000;
- d) **you** commence renting out **your** home to tenants; or
- e) **your** home **building** has not been lived in (or will not be lived in) for more than 60 consecutive days.

If **you** don't provide this information as soon as reasonably possible, **we** may refuse or reduce a claim under the **policy** to the extent **we** are prejudiced by the delay or the non-disclosure permitted by applicable law.

**You** can also contact **us** if **you** want to vary **your policy** during the **period of insurance** for any other reason, for example to increase **your** sums insured or to take out additional cover options that may be available.

When **we** receive this information, **we** may:

- propose changes to the **terms** and conditions of **your policy**;
- propose to charge **you** a higher premium;
- cancel **your policy** if there is a change and **we** can't reach an agreement with **you** on altered **terms** and conditions or premium; or **we** are no longer prepared to insure **you** because there has been a material change to the risk;
- decide not to offer to renew **your policy**.

### When your home buildings are not being lived in

**We** consider **your** home **buildings** not lived in when no one is living there. **We** consider the home **buildings** lived in when **you** or someone nominated by **you** have been living in the home **buildings** (eating and sleeping) for at least two consecutive nights. **You** may not be covered under the **policy** if **your** home **buildings** are not lived in for more than 60 consecutive days unless **you** have **our** prior agreement in writing.

**We** may (acting reasonably) ask **you** to prove that the home has been lived in, in the event of a claim.

## 2. Precautions you must take

**We** will not pay for loss, liability, injury or damage if **you** do not:

- a) take all reasonable precautions to prevent the loss, liability, injury or damage;
- b) secure **your buildings** against unauthorised entry whenever **your insured address** is left unattended by **you** or any other person;
- c) maintain **your buildings** in good repair; and
- d) effectively secure tarpaulins on **buildings** which are undergoing renovation where the area undergoing renovation would otherwise be exposed to the effects of the weather.

### 3. Security devices and burglar alarms

We will not pay for loss or damage caused by **burglary** if:

- a) **you** have not installed additional security devices (for example window locks and detection systems) as specifically required by **us** within a reasonable time following **our** request;
- b) any security device installed or declared to be installed is not:
  - i. maintained in an efficient working order; and
  - ii. in operation whenever **your insured address** is left unattended by **you** or any other person.

### 4. Cancellation rights under the policy

#### Cancellation by you

**You** may cancel **your policy** at any time by contacting **us** and giving **us** notice of cancellation. Cancellation will take effect from the date **your** notice is received by **us** or any other date if mutually agreed. If **you** do not exercise **your** right to cancel **your policy**, it will continue in force and **you** will be required to pay the premium.

#### Cancellation by us

We may cancel the **policy** pursuant to any right at law and as set out in the Insurance Contracts Act 1984 (Cth) by giving **you** written notice to that effect. This includes where:

- **you** have:
  - failed to comply with the duty of utmost good faith;
  - failed to comply with the duty to take reasonable care not to make a misrepresentation to **us** before entering into, varying, extending or renewing the policy, where this duty applies to **you**;
  - failed to comply with a provision of the **policy**, including a provision with respect to payment of the premium;
  - made a fraudulent claim under the **policy** or any other policy of insurance (whether with **us** or some other insurer) that provided insurance cover during any part of the period during which the **policy** provides insurance cover; or
  - failed to notify **us** of any specific act or omission or failure that has occurred after the **policy** is entered into where notification is required under the **terms** of the **policy**.
- the effect of the **policy** is to authorise **us** to refuse to pay a claim, either in whole or in part, by reason of an act or omission or failure of **you** or of some other person and, after the **policy** was entered into, such an act or omission or failure has occurred.

When **we** cancel the **policy**, it will have effect from whichever of the following times is the earliest (unless **we** tell you otherwise in **our** cancellation notice and subject to applicable law):

- the time when another policy of insurance replacing the **policy** is entered into by **you** with **us** or another insurer; or
- 4:00pm on the third (3rd) business day after the day on which notice was given to **you** unless the **policy** is in force because of section 58 of the Insurance Contracts Act 1984 (Cth), in which case the cancellation will have effect from 4:00pm on the fourteenth (14th) business day after the day on which notice was given to **you**.

#### Effect of cancellation

Subject to applicable law, the **policy** with **us** ends from the time of cancellation. However, cancellation by **us** or **you** does not affect any rights that **you** had under the **policy** when it was in force. For **your** rights to any premium refund in relation to a cancellation see “Premium refund” section.

## Premium refund

If **you** or **we** cancel the **policy** **we** may deduct:

- a pro rata proportion of the premium for any time for which **you** have been covered. For example, if **your period of insurance** is 12 months and **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium; and
- any government taxes or duties paid by **us** in relation to **your policy** **we** cannot recover.

However, in the event that **you** have made a total loss claim under the **policy** and **we** have agreed to the claim no return of premium will be made. Refer to 4. Payment of Unpaid Premium Following a Total Loss Claim on page 64 for more detail.

## 5. GST notice

The **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 the **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 **policy 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 the **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. The **policy** does not cover **you** for this GST liability, or for any fine, penalty or charge for which **you** may be liable.

# Making a Claim

**Please note:** If **you** don't meet **your** obligations under the **policy terms we** may refuse or reduce what **we** pay in relation to a claim and/or cancel **your policy**, subject to relevant law. See in particular, "When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim" on page 13 and "Cancellation" on page 61 for further information.

## What You Must Do

### 1. Do not admit liability

**You** must not:

- a) admit guilt or liability, or make a promise or offer of payment in connection with any claim; or
- b) offer or agree to settle any claim; without **our** written consent.

### 2. Prevent further loss, damage or liability

**You** must take all reasonable care to prevent any limit further loss, damage or liability.

### 3. Contact the Police

Inform the police as soon as reasonably possible about any malicious damage, **theft**, attempted **theft**, **burglary** or loss of insured property.

### 4. Keep evidence of the loss or damage

**You** must keep evidence of any loss or damage to **your** insured property. **You** may not authorise any repairs or replacement unless **you** are preventing further loss, damage or liability from occurring.

### 5. Contact us as soon as possible

If there is any loss, liability, injury or damage which is likely to result in a claim, **you** must give **us** notice, as soon as reasonably possible, of the full details of any loss, anticipated or alleged liability, injury or damage.

**You** or **your** representative must give **us** relevant details in the manner **we** reasonably request which will be either:

- a) in writing by completing **our** claim form which will be supplied to **you** when **you** contact **us**; or
- b) verbally.

**You** must also:

- provide **us** with any original receipts, proof of ownership or quotes **we** require to settle **your** claim;
- inform **us** if **your** property is insured under any other policy;
- give **us** notice, as soon as reasonably possible, of the commencement of any legal proceedings against **you**.

### 6. Claims for specified contents and/or specified personal effects

If **you** have a claim for **specified contents** or **specified personal effects**, **you** must show **us** a valuation less than three years old, a receipt, or other proof of purchase which verifies their insured value.

## What Happens After You Make a Claim

### 1. Assist us with your claim

**You** must assist **us** with **your** claim. This means **you** give **us** all the relevant information and assistance with **your** claim which **we** may reasonably require. If **you** do not **we** may not pay **your** claim or provide cover to the extent permitted by applicable law.

If **we** have the right to recover any amount payable under the **policy** from any other person, **you** must cooperate with **us** in any action **we** may take.

### 2. Proof of value and ownership

When **you** make a claim for loss or damage to any item insured by the **policy** **we** will ask **you** to provide evidence of value and ownership of the property. Receipts, valuations, photographs and instruction manuals will assist **you** to prove that **you** owned the item and prove its value.

### 3. End of cover following a total loss claim

If **we** accept a claim and pay an amount which:

- a) is equal to or greater than the total sum insured for any single part of the **policy** on the insured property; or
- b) is sufficient to pay **you** for the total loss or destruction of all the insured property under a single part of the **policy**,

cover under that particular part of the **policy** will end.

### 4. Payment of unpaid premium following a total loss claim

If **we** accept **your** claim and pay **you** the total sum insured for **your** property:

- the amount of any unpaid premium for the **period of insurance** will be deducted from the amount payable to **you**;
- if **we** replace or rebuild the property, **you** must pay **us** the balance of any unpaid premium for the **period of insurance**.

### 5. Our rights of recovery

**We** have the right to recover from any person, where permitted by law, the amount of any claim payable to **you** under the **policy** and **we** will have full discretion in the conduct, settlement or defence of any claim in **your** name. If **we** recover more than the amount **we** paid to **you** on **your** behalf, **we** will pay **you** the balance.

### 6. GST

**We** will adjust **your** claims payment in accordance with the GST provision detailed under “Conditions of Cover”, “GST Notice” on page 62.



# Other Information

## Hints for home security

- a) Make a list of all **your** valuables and record their make, model and serial number. Many stolen items are recovered by the police, but cannot be positively identified by the owners.
- b) It is advisable to mark and photograph **your** television set, stereo equipment, computers and other valuables so that **you** can easily identify them. Thieves tend to avoid marked items, which are traceable. **Your** Neighbourhood Watch organisation or **your** local police are able to provide **you** with guidance and assistance in this regard.
- c) Whenever **you** leave **your** home make sure all doors and windows are securely locked and all alarms or detection devices are activated. Do not forget the garage or shed.
- d) If **you** are going out for the evening, leave a light switched on.
- e) If **you** are going on holidays, do not forget to:
  - stop the newspaper, milk and any other deliveries. Make the arrangements in person or by letter. Do not leave notes for others to read;
  - ask a trusted neighbour or friend to keep an eye on **your** home for **you**;
  - take jewellery and other valuable items to **your** bank for safe keeping;
  - lock away garden tools, ladders and anything else which could help a house-breaker;
  - arrange to have **your** letterbox cleared frequently and for a neighbour or friend to mow **your** front lawn. An overflowing letterbox and long grass are sure signs that **you** are away; and
  - leave blinds and curtains partly open to give the house a lived in appearance.

# Endorsements

The following **endorsement(s)** apply only when indicated on the **policy schedule**.

## 1. Buildings – in the course of construction

If **your buildings** are in the course of construction **we** will:

- a) cover **your** legal liability as owner of the **building** as set out on pages 43 to 45; and
- b) pay for the loss or damage to the **buildings** including all building materials on the site caused directly by:
  - earthquake;
  - explosion;
  - fire or smoke;
  - impact damage;
  - lightning or thunderbolt;
  - riot or civil commotion;
  - **tsunami**; or
  - **storm**,

occurring during the **period of insurance**.

**We** will also pay for “Removal of Debris”, “Professional Fees” and “Extra Costs” as detailed on page 46.

No cover will apply in respect of any other loss or damage or benefit until **your buildings** are completed and lived in.

This **endorsement** does not apply to existing **buildings** which are undergoing renovation or extension.

## 2. Buildings – Strata Title mortgage protection cover

If the **Body Corporate** of the **strata title development** in which **your lot** is located:

- has either failed to insure the **common property**, or
- has taken out **buildings** insurance for an amount which is insufficient to pay the cost of rebuilding the **common property**,

and, during the **period of insurance**, the **strata title development** is destroyed by one or more of the events listed below to such an extent that it will have to be completely rebuilt, **we** will pay **your** mortgagee(s):

- a) the unpaid balance of **your** mortgage(s) at the date of loss or damage; or
- b) the amount of the loss or damage; or
- c) the sum insured shown in **your** current **policy schedule**;

whichever is the lesser.

Cover will only be provided for:

- fire;
- lightning or thunderbolt;
- earthquake;
- explosion;
- **storm, rainwater or run-off**;
- **flood** (but only if **your policy schedule** shows you are covered for **flood**);

- **tsunami;**
- riot or civil commotion; or
- impact damage caused by a road or rail vehicle, watercraft, an external aerial which collapses or breaks, an animal other than a domestic pet, falling trees or aircraft.

### How we will settle your claim

1. If **you** have a mortgage loan(s) on **your lot** and the amount **we** have agreed to pay:
  - is equal to or is more than the outstanding balance of **your** mortgage loan(s) at the date of payment of the claim **we** will pay **your** mortgagee(s) the outstanding balance of **your** mortgage loan(s);
  - is less than the outstanding balance of **your** mortgage loan(s) at the date of payment of the claim **we** will pay **your** mortgagee(s) the total amount that **we** have agreed to pay.
2. If **you** do not have a mortgage loan on **your lot**, no monies are payable under the **policy**.

### Conditions of cover

1. **We** have the right to recover from the **Body Corporate** or any other party, where permitted by law, the amount of any claim payable to **you** under the **policy** and **we** will have full discretion in the conduct, settlement or defence of any claim in **your** name under the **policy**.
2. Conditions of cover – 2. “When Your Home Buildings are Not Being Lived In” on page 60 does not apply to Strata Title mortgage protection cover.



**SOMPO**

Sompo Japan Insurance Inc.  
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