

# LISTED EVENTS HOME

INSURANCE PRODUCT DISCLOSURE  
STATEMENT AND POLICY WITH  
FLOOD COVER

For Steadfast Brokers



## **Updating product disclosure statement**

Information in this PDS may need to be updated from time to time where required and permitted by law. You can obtain a paper copy of any updated information without charge by calling us on the contact details provided in this document. If the update is to correct a misleading or deceptive statement or an omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the Policy, we will provide you with a new PDS or a Supplementary PDS.

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# Welcome To The Steadfast Listed Events Home Insurance Policy

## About Steadfast

Steadfast Group Limited (**Steadfast**) is a public company. It includes a large network of insurance brokerages who operate in Australia as Steadfast brokers. This policy is available exclusively to you through a Steadfast broker. Steadfast does not issue, guarantee or underwrite this policy.

## Important information about Steadfast's advice

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

# The Steadfast Listed Events Home Insurance Product Disclosure Statement

This Product Disclosure Statement (PDS) contains two sections:

- **Important Information** – contains general information about your Listed Events Home Insurance Policy, **and**
- **The Steadfast Listed Events Home Insurance Policy** – contains the terms and conditions of your Listed Events Home Insurance Policy.

To assist you to locate specific items in this PDS, an index is provided at the back of this booklet.

Please read this PDS before you apply for insurance.

If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

If you need more information about this PDS or your policy, please contact your insurance adviser.

# Important Information

## The purpose of this PDS

The PDS has been prepared to assist you in understanding your Listed Events Home Insurance policy and making an informed choice about your insurance needs.

This PDS sets out important information about the insurance and the terms and conditions and limitations of the policy.

The policy terms and conditions are set out in this PDS under the heading 'The Steadfast Listed Events Home Insurance Policy' commencing on page 10.

## Who is the insurer

Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance is the insurer providing the cover under 'Section 1 – Buildings and Contents' and 'Section 2 – Valuable Items'.

Insurance Australia Limited ABN 11 000 016 722 trading as CGU Workers' Compensation is the insurer providing the cover under 'Section 3 – Workers' Compensation' if your situation is in Western Australia, Tasmania or Northern Territory.

In this policy, the insurer is called 'we', 'us' or 'our'.

## How to contact us

You may contact us by any of the following ways:

- in person at any CGU Insurance office
- by telephone on 13 24 81 (13CGU1)
- by writing to us at CGU Insurance, GPO Box 9902 in your capital city
- by email on our website [cgu.com.au](http://cgu.com.au)

## Your cooling-off period

We will refund all premium paid for cover under your policy if you request cancellation of the insurance policy within 30 days of its commencement.

To do this, you must advise us in writing and return the schedule to your nearest CGU Insurance office.

You will not receive a refund if you have made a claim under your policy.

## How to apply for insurance

Complete our application form. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

## How to make a claim

When something happens that you believe you can claim for, please contact your nearest CGU Insurance office, or call 13 24 80 (13CGU0). Details about making a claim are shown in the insurance policy terms and conditions under 'How to make a claim'.

## Calculating your premium

The premium payable by you for this insurance will be shown on your schedule. The key factors that influence the premium calculation are reflected in the questions asked, and information sought, at the time of your enquiry or application for home insurance. These include factors relating to the type of property being insured, where the property is located, the type of construction of the property and your previous insurance and claims history.

Premiums are subject to Commonwealth and state taxes, charges and levies. These include the Goods and Services Tax, stamp duty and fire service levy. The amount of these taxes, charges and levies will be shown on your schedule.



## Paying your premium

The insurance applies for the period for which you have paid us (or agreed to pay us) the premium.

You may pay your premium by cash, cheque or credit card. If your cheque or credit card is dishonoured by your financial institution, you are not insured.

You can also pay your premium by instalments direct from a financial institution account or from your credit card. You cannot make a claim under this policy if you owed us more than one month's premium when the event you want to claim for happened.

If you pay your premium by instalments and you are more than one month behind, we can cancel your policy without notice.

If you have a total loss, we shall deduct the instalments for the remaining period of insurance from the amount we pay you.

## Interest on unallocated premium

If we are unable to issue your insurance when we receive your application, we are required to hold your Premium in a trust account on your behalf until your insurance can be issued. We will retain any interest payable by our bank to meet, among other things, bank fees and other bank costs we incur in operating the account.

## How CGU protects your privacy

We use information provided by our customers to allow us to offer our products and services. This means we may need to collect your personal information, and sometimes sensitive information about you as well (for example, health information for travel insurance). We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

CGU will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with companies within our group, government and law enforcement bodies if required by law and others who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our Privacy Policy located at [cgu.com.au/privacy](http://cgu.com.au/privacy). Alternatively, contact us at [privacy@cgu.com.au](mailto:privacy@cgu.com.au) or 13 15 32 and we will send you a copy. We recommend that you obtain a copy of this policy and read it carefully.

By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in this policy.

Our Privacy Policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.

## CGU Insurance triple guarantee

Our guarantee assures you of quality insurance and service at all times.

### **Fair dealing guarantee**

We will meet any claims covered by your policy fairly and promptly.

### **Money back guarantee**

If you change your mind, we provide a cooling-off period which lets you cancel your policy within 30 days with a full refund of the premium paid. However, your cooling-off period no longer applies if you make a claim within this time.

### **Service guarantee**

We will provide you with the highest standards of service.

# General Insurance Code of Practice

The purpose of the Code is to raise standards of practice and service in the general insurance industry.

## **The objectives of the Code are:**

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

## **Our commitment to you**

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

Please contact us if you would like more information about the Code.

## **How to resolve a complaint or dispute**

### **1. Talk to us first**

If you have a complaint, the first thing you or your insurance adviser should do is speak to one of our staff. If your complaint relates specifically to a claim, speak with the claims officer managing your claim.

If the staff member or claims officer are unable to resolve the matter for you, or your insurance adviser may speak to a manager. The manager will usually provide you with a response to your complaint within 15 days. If the timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with you alternative timeframes. If you are not satisfied with our response or we cannot agree with you on alternative timeframes, you can go to step 2.

## **2. Seek a review**

If the matter is still not resolved the manager will refer you or your insurance adviser to the relevant dispute handling department or area who will conduct a review of your dispute and will usually provide you with a response to your dispute within 15 business days. If the timeframe is impractical, we will discuss with you alternative timeframes.

If you are still not satisfied with our response to your dispute or we cannot agree on alternative timeframes, you can go to step 3.

## **3. Seek an external review**

You are entitled to seek an external review of our decision. We will provide you with information about options available to you, including, if appropriate, referring you to the external dispute resolution scheme administered by the Australian Financial Complaints Authority (AFCA). The AFCA is contactable on 1800 931 678 (free call).

You will not be able to have your dispute resolved by the AFCA if you are not eligible under the AFCA's Terms of Reference.

Further information about our complaint and dispute resolution procedures is available by contacting us.

## **Your responsibilities to us**

When you take out, renew, or change or vary a policy, you have a responsibility to answer our questions truthfully.

### **What you must do when you apply to take out this policy**

When applying to take out insurance we will ask you certain questions. When answering these questions, you must be honest.

We will use your answers to help us decide whether to insure you and anyone else under this policy, and on what terms.

## Who you are answering the questions for

It is important that you understand you are answering the questions in this way on behalf of yourself and anyone else that you want to be covered by the policy.

## If you do not answer our questions in this way

If you do not answer our questions in the way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as never being in place.

## Intermediary remuneration

Insurance Australia Limited trading as CGU Insurance pays remuneration to insurance intermediaries when we issue, renew or vary a policy the intermediary has arranged or referred to us. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration we may pay your intermediary, you should ask your intermediary.

## Financial Claims Scheme

You may be entitled to payment under the Financial Claims Scheme in the event that Insurance Australia Limited trading as CGU Insurance becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from <http://www.fcs.gov.au>

# The Steadfast Listed Events Home Insurance Policy

## Your policy

Your policy is a contract of insurance between you and us.

### **Your policy includes information on the following:**

- When you are covered
- Who is covered under your policy
- What you are covered for
- What your policy does not cover
- Excesses that may apply
- How we pay claims.

If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out as described in this policy.

Our agreement with you is made up of your application, your current schedule and this policy, as well as any endorsements we send to you.

Together, they make up your insurance contract with us.

Read them carefully and store them together in a safe place.

We recommend that you keep receipts for major items you purchase.

## When you are covered

Your insurance begins when we accept your application. The commencement date of your insurance will be shown on the schedule we will send you.

We will not cover your buildings and your contents for a period of 48 hours from the time of the commencement of your insurance for loss or damage caused by:

- bushfire or grassfire, or
- a named cyclone.

We will provide cover however if:

- this insurance commences directly after another insurance policy covering the same property expired without a break in cover
- you have entered into a contract of sale to purchase the property
- you have entered into a contract to lease the property.

We will not cover loss or damage as a result of flood within 14 days (336 hours) of the start date of this policy, unless:

- you took out your insurance with us immediately after another insurance policy covering flood and insuring the same building or contents expired, without a break in cover.

## Who is covered under your policy

The person whose name is set out in the schedule is insured. The following people are also insured, as long as they normally live with that person named in the schedule:

- that person's partner
- children of that person
- children of that person's partner
- that person's parents
- that person's partner's parents.

In this policy all these people are called 'you' or 'your'.

# Words That Have A Special Meaning

In this policy there are words that have a special meaning. These words are listed below. If the meaning of a word is not shown below, we tell you on what page the meaning is printed.

## **Your buildings**

This is on pages 24 and 25 under 'What are buildings'.

## **Your contents**

This is on pages 25–27 under 'What are contents'.

## **Excess**

This is the amount of money you will pay if you have a claim. We will reduce the amount we pay you for your claim by the amount of your excess. The amount of your excess is shown on your schedule, the earthquake excess is shown on pages 28-29 and Valuables excess is shown on page 39.

## **Flood**

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of: (a) any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or (b) any reservoir, canal or dam.

## **Occupied**

Your buildings are occupied if they are furnished so that they are comfortably habitable and you or someone with your consent has resided in the buildings overnight.

## **Schedule**

This is the most current document we give you which sets out the details of your insurance cover. You receive a schedule when you first take out your insurance and again when the policy is renewed or changed. Your schedule may be called a policy, renewal or endorsement schedule.

## **Situation**

This is the place where the buildings and/or contents are located and is shown on your current schedule. We will show this place on all schedules we give you.

## **Valuable items**

This is on pages 40–42 under 'Section 2 Valuable items' and on page 25 under 'Valuable items'.



# Section 1

## Buildings And Contents

### Listed events cover

#### What is covered

Your buildings and/or your contents as set out in your schedule are covered if they are destroyed, lost or damaged. They are covered only if you own them, or are liable for them.

If you only cover your buildings, the cover provided under the policy for destruction, loss or damage does not apply to your contents.

If you only cover your contents, the cover provided under the policy for destruction, loss or damage does not apply to your buildings.

Your buildings and your contents are covered while at your situation. Cover for your contents while away from your situation is provided subject to the conditions and limitations set out in pages 25–27.

We will cover your buildings and your contents for loss or damage from the events listed below.

- fire or explosion
- smoke – excluding damage that occurs gradually and or out of repeated exposure to smoke or fire
- lightning or thunderbolt
- earthquake or tsunami. We will only cover loss or damage as a result of an earthquake if the loss or damage occurs within 72 hours of the earthquake
- burglary or housebreaking or an attempt at either. However, we will not cover burglary or housebreaking by a tenant
- theft. We will only cover theft of money or negotiable documents when force is used by someone to enter your buildings. We will not cover your buildings or contents for loss or damage as a result of:
  - theft from any part of your buildings which you share with another person who is not insured under this policy
  - theft by a tenant.

- vandalism or a malicious act. However, we will not cover loss or damage as a result of vandalism or a malicious act by a tenant
- deliberate or intentional acts. However, we will not cover loss or damage as a result of a deliberate or intentional act by a tenant
- liquid that escapes from:
  - a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain
  - a bath, basin, sauna, spa, shower base or shower wall, sink, toilet or tiled floor that has drainage holes
  - a washing machine or dishwasher
  - an aquarium
  - a waterbed.

We will also cover the cost of finding where the liquid escaped from, including the cost of repairing any damage that occurs while looking for the cause.

However we will not cover:

- fixing or finding leaks that have not caused loss or damage to your buildings or contents
- the cost of repairing the defective item that caused the escape of liquid or liquid escaped from.
- an electric motor burning out. If an electric motor burns out, we will repair, reinstate or replace it. We decide which one we will do. We will only do this if the electric motor is 15 years old or less
- accidental breakage. This cover applies when the item is fractured or chipped. Items covered for accidental breakage are:
  - if you have insured your buildings, any fixed glass in your buildings, including glass houses and any window tinting or shatter proofing material attached to the glass. We also cover fixed shower bases, basins, sinks, spas, baths, toilets, chandeliers and pendant lights
  - if you have insured your contents, any mirrors, glassware, crystal, crockery or any glass in furniture. However, we will not cover glass that is part of a television, or a computer screen, or a computer monitor. Mirrors, glassware, crystal, crockery or china are not covered while they are being used, cleaned or carried by hand

- if you have insured your contents and you are living in a rented property, you are covered for accidental breakage of fixed shower bases, basins, sinks, spas, baths and toilets. This cover only applies when your rental agreement makes you responsible for these items.
- riots, civil commotions, industrial or political disturbances
- impact by an aircraft, spacecraft or satellite, or anything dropped from them
- impact by a falling tree or part of a tree, unless the damage is caused when you cut down or remove branches from a tree or you have someone do it for you. We will also pay the cost of removing and disposing of the fallen tree or parts and treatment of the stump to prevent regrowth
- impact by a falling television or radio antenna, mast or dish
- impact by any animal or bird that is not kept at your situation, unless the damage is caused by any animal or bird eating, chewing, clawing or pecking
- impact by vehicles or watercraft
- if you have insured your contents, we will pay for storage charges necessarily and reasonably incurred to protect them from further loss or damage following a claim by fire, storm or rainwater
- storm, flood, rainwater, hail, or wind. This includes storm, flood, rainwater, hail or wind damage to gates, fences or walls that are entirely or partly at the situation.

We will not cover storm, flood, rainwater, hail or wind damage:

- where water enters your buildings because of a structural defect, faulty design or faulty workmanship when your buildings were constructed
- where water enters your buildings through an opening made for any building renovation or repair work, or
- jetties, wharves, bridges, moorings or pontoons for damage by flood.
- landslide or subsidence. This includes loss or damage to any gates, fences or retaining walls that are entirely or partly at the situation. However, the cover only applies if the loss or damage occurs within 72 hours of, and as a direct result of, one of the following listed events:
  - storm, flood, tsunami, rainwater, hail, snow or wind
  - earthquake

- explosion
- liquid escaping from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or a drain.

## Additional things we will pay for when you have insured your buildings

If you have cover for your buildings, the following will be paid in addition to the sum insured as listed on your schedule.

We will only pay these costs when they relate to loss or damage from a listed event:

- If you are unable to live in your buildings after loss or damage has occurred, we will pay you to rent another property. We will pay an amount equal to the amount that your buildings could have been rented out for each week if the loss or damage had not occurred.

We will also pay the costs of alternative accommodation for your pets.

We will pay these costs for up to 12 months. The most we will pay for these costs is 20 per cent of your buildings sum insured, as listed on your schedule.

We will only pay these costs if your buildings are unable to be lived in after loss or damage has occurred.

We will reduce the amount we pay you, or stop paying you, if:

- you receive any payment for rent from another source, **or**
- you do not need to rent another property.
- If you are unable to live in your buildings after loss or damage has occurred, we will pay for additional living expenses up to \$1000.
- We will pay your legal costs to discharge your mortgage if your claim is for a total loss.
- We will pay the reasonable costs of demolishing, removing and disposing of any buildings debris when loss or damage occurs.
- We will pay the reasonable costs of architects, surveyors and engineers and also pay any legal fees that arise from reinstating your buildings when loss or damage occurs.
- We will pay to make modifications to your buildings if you are injured as a result of loss or damage to your buildings.

We will only pay for modifications if the injury results in permanent paraplegia or permanent quadriplegia and the modifications are required for you to continue to live at the situation. The most we will pay is \$25,000.

- If a key to an external door lock of your buildings, or a key to an external window lock of your buildings, is stolen, or you have reason to believe that they have been duplicated, we will pay the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item. We decide which one we will do. The most we will pay is \$1,250.
- We will cover your trees, plants, shrubs or lawns for loss or damage by an insured event other than storm. We will pay up to \$1,000 for any one tree, plant or shrub. We will pay to replace your trees, plants, shrubs or lawns, up to \$5,000 in any one period of insurance. We will not pay for loss or damage caused by a weather related event.
- If we agree to pay you for loss or damage to your buildings, we will increase your sum insured for your buildings by the amount the Consumer Price Index (all groups) has increased since you took out your policy or last renewed it.
- You are fully insured again for your buildings for the amount shown in your schedule following a claim unless your claim is for a total loss. If your claim is for a total loss and we pay you the sum insured, then the cover for your buildings will end, however liability cover will remain in force until the expiry date of the policy.
- We will pay the costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing the buildings at the situation. We will not pay any costs which resulted from any notice which a statutory authority served on you before loss or damage to your buildings occurred. The most we will pay in any one period of insurance is \$25,000.
- We will pay the cost of any damage caused to a television /radio antenna or mast. The most we will pay is \$1,000.
- We will pay to replace the Certificate of Title to your situation if it is destroyed or damaged. The most we will pay is \$2,000.

If you have cover for your buildings and you have entered a contract to sell your home, we will extend cover under the policy to the purchaser from when the purchaser becomes liable for any damage to the home until the contract is settled or terminated, or until the purchaser insures the home, whichever happens first.

## Additional things we will pay for when you have insured your contents

If you have cover for your contents, the following will be paid in addition to the sum insured as listed on your schedule.

We will pay these costs when they relate to loss or damage from a listed event:

- If your freezer or refrigerator breaks down, we will pay for the loss of any frozen or refrigerated food. We will also pay for loss of any frozen or refrigerated food caused by accidental damage to the freezer or refrigerator or by the failure of the electricity supply.
- We will pay to reinstate, reproduce or restore your documents if they are damaged while contained at the situation or in a bank vault. This includes the information contained on the documents.
- If any of your credit, debit or stored value cards are misused after they are stolen, or are used fraudulently on the internet, we will pay up to \$5,000 in total to the financial institutions that issued them. We will only pay if you complied with the terms on which the credit cards were issued.
- We will pay the reasonable costs of alternative accommodation. We will pay this amount for up to 12 months. The most we will pay for these costs is 20 per cent of your contents sum insured as listed on your schedule. We will only pay for these costs when, and only for the period for which, you are unable to live at your situation after loss or damage has occurred.

We will reduce this payment, or stop paying you, if:

- we pay you for rent following damage to your buildings
- you receive any payment for rent or accommodation from another source
- you do not need to pay for alternative accommodation.
- We will pay additional living expenses up to \$1,000, only for the period for which, you are unable to live at your situation after loss or damage has occurred.
- If you are unable to live at your situation after loss or damage has occurred, we will pay the reasonable costs to remove and store your contents while your situation is being repaired. We will pay this for up to 12 months. We will also cover your contents while they are in storage.

We will only pay for this when you are unable to live at your situation.

- If guests, employees, exchange students or visitors to your situation bring their own contents with them, we will regard those contents as belonging to you. The most we will pay is \$5,000 if these contents are lost or damaged. This cover is subject to the list of contents items and limits shown on pages 23–25 under 'What are your contents'. We will not pay if these contents are already insured under another policy by someone other than you.
- If money or negotiable instruments belonging to guests, employees, exchange students or visitors are lost or damaged, we will regard that money or negotiable instruments as belonging to you. The most we will pay is \$1,000. We will not pay if the money or negotiable instruments are already insured under another policy by someone other than you.
- We will cover your contents for loss or damage while they are in a commercial storage facility in Australia up to the total contents sum insured, as listed on your schedule.

You must tell us that your contents are in a commercial storage facility before they are put into storage and we must have agreed to cover them.

If we agree to cover your contents in a commercial storage facility, it will be listed on your schedule. We will not cover jewellery, money or negotiable instruments.

- We will cover your contents for loss or damage while they are being transported by a vehicle to your situation, or to a commercial storage facility within Australia, up to the contents sum insured as shown on your schedule, during your period of insurance.

We will only cover your contents if there is a theft following violent or forcible entry, or loss or damage occurs as a result of fire, collision or overturning of the vehicle that is transporting your contents.

We will not cover loss or damage:

- to glassware, crystal, crockery mirrors or china, or
- caused by denting, scratching, chipping or bruising.
- If a key to an external door lock of your buildings, or a key to an external window lock of your buildings is stolen, or you have reason to believe that they have been duplicated, we will pay the reasonable and necessary costs of replacing the external lock, key or

cylinder with a similar item. We decide which one we will do. The most we will pay is \$1,250.

- We will pay the reasonable costs of removing any contents debris when loss or damage occurs.
- We will pay the reasonable costs you have to pay a security firm to attend your situation in response to your monitored burglar alarm system. We will only pay these costs when there is:
  - a burglary
  - an attempted burglary.

We will not pay these costs when there is:

- a false alarm
- no evidence of an attempted burglary.

The most we will pay is \$1,250.

- If we agree to pay you for loss or damage to your contents, we will increase your sum insured for your contents by the amount the Consumer Price Index (all groups) has increased since you took out your policy or last renewed it. This increase does not apply to any special contents you have insured.
- You are fully insured again for your contents for the amount shown in your schedule following a claim unless your claim is for a total loss. If your claim is for a total loss and we pay you the sum insured then the cover for your contents will end.

## **Additional things we will pay for when you have insured your buildings and/or contents**

If you have cover for your buildings and/or contents, or both, the following will be paid in addition to the sum insured.

If you have insured your buildings and contents, we will only pay once for an event.

- We will pay for the fees that you must pay to an accountant when your personal financial affairs are audited by the Federal Commissioner of Taxation. You must advise us of any such audit prior to the fees being incurred. The most we will pay during any one period of insurance is \$5,000.

We will not pay claims for:

- any audit that relates to a criminal prosecution



- fees where the final assessment of your taxable income for the period being audited is 20 per cent, or more, higher than your original declaration
- fees for work performed outside the time limits allowed by the Federal Commissioner of Taxation
- any fines, penalties or adjustments of taxation.
- We will pay up to \$500 for the reasonable costs you have to pay the fire brigade or a similar authorised organisation to attend and protect your buildings or contents against an actual fire or other emergency.
- If you cannot live at the situation because a government authority denies you access, we will pay any increase in your living expenses that is necessary and reasonable to maintain your normal standard of living for up to 60 days. We will not cover loss due to cancellation of a lease or agreement.
- We will pay reasonable expenses to protect your buildings or contents from further damage following damage we have agreed to cover.
- We will pay up to \$750 for veterinary expenses if your pet is injured or killed as a result of a road accident, lightning, earthquake, burglary or attempted burglary.
- We will pay legal costs and expenses you are liable to pay following legal proceedings brought by you, or against you, in Australia.
- You must advise us of any legal proceedings brought by you, or against you. We will only pay in relation to legal proceedings notified to us during the period of insurance shown on your current schedule. We will only pay the legal costs and expenses incurred with our prior written consent. The most we will pay during any one period of insurance is \$5,000.

We will not pay legal costs and expenses relating to:

- spouse or partner disputes including, but not limited to, divorce, child maintenance, or custody and property disputes
- claims for death, bodily injury to, or disease of, any person
- claims where cover is available under a standard form of motor vehicle, homeowners or householders, motorcycle, caravan or boat insurance
- any criminal charge or prosecution brought against you

- any alleged or actual road traffic offence or boating offence committed by you
- any matter arising out of your business or profession
- any matter arising out of an incident where there is insurance required by law that provides for your liability, or it was available to you, and you did not take it out
- any award of damages made against you
- any penalties, fines or awards of aggravated, exemplary or punitive damages made against you.
- If you or a member of your family normally living with you dies as a direct result of a physical injury caused by an accident within the buildings at the situation, we will pay \$15,000 to the estate of the deceased person.

The most we will pay in any one period of insurance is \$15,000 in total.

## What are buildings

- residential buildings you live in including any professional offices or surgeries in those buildings
- domestic outbuildings
- fixed coverings to walls, floors and ceilings. These do not include fixed carpets, curtains or internal blinds unless you are the contracting seller or purchaser in which case these items will be deemed buildings until settlement
- infrastructure for services, including infrastructure for the supply of electricity, gas, water, the internet and telephone
- items built in, or fixed to, or on, the buildings
- blinds or awnings on the outside of the buildings
- landscaping, paved terraces, paved pathways and paved driveways, retaining walls, fences and gates entirely or partly on the site
- jetties, wharfs, pontoons and moorings used for domestic purposes
- anything permanently built, permanently constructed or permanently installed on your property for domestic purposes, including in ground swimming pools.

## What are not buildings

- property that a tenant is liable for under the terms of a rental agreement

- plants, shrubs, trees or grass except as provided for under 'Additional things we will pay for when you have insured your buildings'
- lawns
- loose or compacted soil, gravel, pebbles, rocks or sand
- dams.

## What are contents

- household goods that are not used for earning income
- goods that you use for earning your income while they are at your situation. You would normally receive a taxation deduction for these. We will pay up to \$5,000 in total for these items. This does not include office and surgery equipment.
- office and surgery equipment that you use for earning your income while it is at your situation. You would normally receive a taxation deduction for these
- carpets, curtains and internal blinds
- furniture and furnishings that are not built in
- portable domestic appliances that are not built in
- swimming pools, saunas and spas that are not permanently installed
- accessories for any swimming pools, saunas or spas
- clothing and personal effects
- valuable items:
  - jewellery and watches
  - items that contain gold or silver (this does not include items thinly covered with gold or silver)
  - collections of stamps, money or medals.

We will pay up to 25 per cent in total of the contents sum insured listed on your schedule for valuable items.

The most we will pay for any one item, pair, set, or collection of valuable items is \$5,000.

You can increase the level of cover for valuable items and add items as special valuable items by choosing additional cover for valuable items under Section 2.

- items thinly covered with gold or silver that are not jewellery or watches

- paintings and prints, tapestries, Persian or similar rugs, antiques and any other works of art
- projectors and screens
- equipment for developing and enlarging photographs
- processed film, slides and prints. We will only pay the value of these items as unprocessed material, and the cost of processing them. However, if they were processed when you purchased them, we will pay the cost of replacement. We will not pay the costs of recreating any event.
- tapes, cassettes, cartridges and discs, including computer software. We will only pay the value of these items when blank unless they were pre-recorded when you purchased them
- data stored on any computer, computer disk or computer tape (including the cost of restoring the data). We will pay up to \$1,000 in total for this
- money and negotiable instruments. We will pay up to \$1,000 in total for these
- accessories and spare parts for the following: motor vehicles, motorcycles, caravans, trailers, watercraft, golf buggies, ride-on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis and canoes.

We will not pay if the accessories and spare parts are in, or on, motor vehicles, motorcycles, caravans, trailers, watercraft, golf buggies, ride-on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis and canoes.

We will pay up to \$1,500 in total for these items.

- landlords' fixtures and fittings that you are liable for under the terms of a rental agreement. We will not cover these fixtures and fittings if the body corporate has insured them
- fixtures and fittings that you have installed for your own use if you are a tenant, or the owner of a strata title unit. We will not cover these fixtures and fittings if the body corporate has insured them
- watercraft no more than four metres long and which do not require registration under state or territory legislation
- motorised golf buggies, mobility scooters, ride-on mowers, wheelchairs and motorcycles up to 125cc capacity and which do not require registration

- surfboards, sailboards, surf skis and canoes
- special contents which are listed on your schedule.

## **What are not contents**

- unset precious and semi-precious stones
- plants and trees growing outdoors. This does not include plants and trees growing in pots or tubs
- animals, including birds and fish
- pedal cycles while they are in use for competitive racing or pacemaking
- equipment for taking photographs, including accessories and unprocessed film while they are being used to earn an income
- sporting equipment while it is being used
- motorcycles requiring registration
- motor vehicles, motorcycles exceeding 125cc capacity, motorised go-karts, caravans, trailers or aircraft other than model or toy aircraft
- motorcycles while they are used for competitive racing or pacemaking
- watercraft more than four metres long
- watercraft less than four metres long that require registration under state or territory legislation
- jet skis.

## **Cover for your contents in the open air at your situation**

We will cover your contents while they are in the open air at your situation. Your contents are in the open air when they are not in a building that is fully enclosed. If they are damaged by storm, flood, rainwater, wind or are stolen, we will pay up to \$5,000 in total.

This limit does not apply to any swimming pools, saunas or spas.

## **Cover for your contents away from your situation**

Your contents are covered while they are away from your situation, anywhere in Australia up to 180 consecutive days.

Your contents are not insured if they:

- are on the way to, or from, or in commercial storage, unless we have agreed to cover them under 'Additional things we will pay for when you have insured your contents'
- are in transit during a permanent removal, unless we have agreed to cover them under 'Additional things we will pay for when you have insured your contents'
- have been removed permanently from your situation other than:
  - sporting equipment that is stored within a club room
  - contents stored in a bank safe deposit box
  - students personal belongings including sporting equipment whilst you are away from home attending school, college or University.

We will only cover your contents for loss or damage as a result of storm, flood, rainwater, wind or impact by a vehicle if they are:

- in a residential building, boarding house, motel, hotel, club, nursing home or hospital where you are staying, **or**
- sporting equipment stored within a clubroom.

We will not cover your contents for loss or damage as a result of storm, flood, rainwater, wind or impact by a vehicle if they are in a tent, vehicle, caravan, trailer, aircraft or watercraft.

We will not cover your contents for theft while they are away from your situation, unless:

- the contents:
  - are in a residential building, boarding house, motel, hotel, club, nursing home or hospital where you are staying, **or**
  - are sporting equipment stored within a clubroom.

We will pay up to 25 per cent in total of the contents sum insured shown on your schedule, subject to the limits set out in pages 23–25.

- the contents are your wallet, handbag or other personal items and you are robbed of these items anywhere in Australia by virtue of violent physical assault and when supported by a police report. The most we will pay for money is \$300, and up to \$800 in total.

The following contents items are not covered while away from your situation:

- accessories and spare parts for the following: motor vehicles, motorcycles, mini-bikes, caravans, trailers, watercraft, golf buggies, mobility scooters, ride-on mowers, wheelchairs, surfboards, sailboards, surf skis and canoes
- goods that you use for earning your income
- office and surgery equipment that you use for earning your income.

## **Moving your contents to a new situation**

If you are moving permanently to a new situation within Australia, we will cover your contents at the situation shown on your schedule and at your new situation. The most we will pay in total is the sum insured shown on your schedule. We will only cover your contents at your new situation for 45 days. This cover will commence from when you first start to move your contents to your new situation. We do not provide cover for your contents while they are being moved unless we have agreed to cover them under 'Additional things we will pay for when you have insured your contents'.

You must tell us that you are permanently moving your contents to a new situation within 45 days from the day you first start to move.

## **Paying claims**

### **Excesses that apply when you make a claim**

An 'excess' is your contribution towards the cost of a claim. We will tell you if you need to pay an excess when you make a claim.

In most instances you can select, at the time of your enquiry or application for insurance, the amount of the excess you wish to pay should you make a claim. When you select a higher excess amount we will normally reduce the amount of the premium you will have to pay.

We take into consideration a number of factors in setting the amount of the excess. These include factors relating to the type of property being insured, where the property is located, the type of construction and your previous insurance and claims history.

At the time of your enquiry or application for insurance, the amount of the excess will be advised to you.

For each claim for your buildings and your contents, we will reduce the amount we pay you for your claim by the amount of the excess. The amount of your excess is shown on your schedule.

Your excess will be increased by \$250 for any claim for loss or damage arising from an earthquake or tsunami. This loss or damage must occur within 72 hours of the earthquake.

When a claim is paid for loss or damage to your buildings and your contents, the excess amount will only be applied once. You will not be required to pay any excess in the event that your buildings or contents are a total loss.

When a claim is paid under 'Additional things we will pay for when you have insured your buildings' only, 'Additional things we will pay for when you have insured your contents' only, or 'Additional things we will pay for when you have insured your buildings and/or contents' only, your excess will not apply.

## **The most we will pay for your buildings or your contents**

The most we will pay for any claim for your buildings or your contents is the sum insured shown on your schedule. This does not apply to amounts payable under 'Additional things we will pay for when you have insured your buildings', or 'Additional things we will pay for when you have insured your contents', or 'Additional things we will pay for when you have insured your buildings and/or contents'.

There are some contents items that we will only cover up to a certain amount. See 'What are contents' on pages 23 to 25 for details of these contents items and the amounts we will pay.

## **How we pay a claim for buildings**

### **When your schedule shows 'including replacement benefit'**

When loss or damage occurs to your buildings, we will pay the cost of rebuilding your buildings or repairing the damaged portions to the same condition as when they were new. We will only do this when your schedule shows 'including replacement benefit'.



We will also pay any additional costs required for your buildings to comply with government or local authority bylaws. We will not pay these additional costs if you were required to comply with these bylaws, and had not done so, before the loss or damage occurred.

Rebuilding or repairing your buildings must commence within six months of the loss or damage occurring. If it does not commence within six months, we will do one of the following:

- reinstate or repair your buildings to the condition they were in just before the loss or damage occurred
- pay you the cost of reinstating or repairing your buildings to the condition they were in just before the loss or damage occurred
- pay you the value of the land and your buildings just before the loss or damage occurred. We will reduce this payment by the value of your land and your buildings after the loss or damage occurred.

We decide which one we will do.

We will pay for the damaged portion of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the damage occurred.

We will try to match any material used to repair your buildings with the original materials. If we cannot, we will use the nearest equivalent available to the original materials. We will not pay any costs for replacing undamaged property.

If the damage was caused by liquid that escaped from a bath, basin, sauna, spa, shower base or shower wall, we will pay the costs to repair your buildings. We will not pay the costs to repair or replace the bath, basin, sauna, spa, shower base or shower wall.

### **When your schedule does not show 'including replacement benefit'**

When loss or damage occurs to your buildings and your schedule does not show 'including replacement benefit', we will do one of the following:

- reinstate or repair your buildings to the condition they were in just before the loss or damage occurred
- pay you the cost of reinstating or repairing your buildings to the condition they were in just before the loss or damage occurred

- pay you the value of the land and your buildings just before the loss or damage occurred. We will reduce this payment by the value of your land and your buildings after the loss or damage occurred.

We decide which one we will do.

We will pay for the damaged portions of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the damage occurred.

We will try to match any material used to repair your buildings with the original materials. If we cannot, we will use the nearest equivalent available to the original materials. We will not pay any costs for replacing undamaged property.

If the damage was caused by liquid that escaped from a bath, basin, sauna, spa, shower base or shower wall, we will pay the costs to repair your buildings. We will not pay the costs to repair or replace the bath, basin, sauna, spa, shower base or shower wall.

## How we pay a claim for your contents

When loss or damage occurs to any contents item, we will do one of the following:

- replace the item with the nearest equivalent new item
- repair the item to the condition it was in when new
- pay you the cost of replacement or repair.

We decide which one we will do.

We will pay for the cost of replacement for:

- carpets
- wall, floor and ceiling coverings, **and**
- internal blinds and curtains

only in the room, hall or passage where the loss or damage occurred.

When an item is part of a pair, set, system or collection, we will only pay for the value of the item itself. The most we will pay is the value that the item has as a proportion of the combined pair, set, system or collection. We will only pay the cost of replacing the item even though the pair, set, system or collection to which it belongs is less valuable because it is incomplete.

# Your liability cover

## What you are covered for

If your policy covers your buildings, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:

- The death of, or personal injury to, any person
- The loss of, or damage to, property

resulting from an occurrence during the period of insurance arising out of the ownership of your buildings or occupancy of your buildings.

For this liability cover only, your buildings include land, trees, shrubs and other plant life.

If your policy covers your contents and you live in a rented building, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:

- The death of, or personal injury to, any person
- The loss of, or damage to, property

resulting from an occurrence during the period of insurance arising out of the ownership of your contents or occupancy of the building. This does not include any amount you have to pay because you are the owner of your buildings

If your policy covers your contents and you own part of a building that is a strata titled residence, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:

- The death of, or personal injury to, any person
- The loss of, or damage to, property

resulting from an occurrence during the period of insurance arising out of the ownership of your contents or occupancy of the part of the building you own

If your policy covers your contents, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:

- The death of, or personal injury to, any person
- The loss of, or damage to, property

resulting from an occurrence during the period of insurance anywhere in the world. This does not include any amount you have to pay because you are the owner or occupier of your buildings.

## Definitions for your liability cover

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

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

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

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

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

'Occurrence' means:

- a single incident that is not intended or expected
- a series of incidents or continuous or repeated exposure to substantially the same general conditions, which:
  - are not intended or expected, **and**
  - have the same cause, **or**
  - are attributable to the same source.

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

## Limit of your liability cover

The most we will cover for any liability claim is \$20,000,000 for any one occurrence.

We do not pay more than this amount in total under all policies we have issued to you which cover the same liability.

# Additional benefits

If your policy covers your buildings or contents, or both, your liability cover includes the following additional benefits:

## Defence costs

In addition to the limit of your liability cover, if we agree you are entitled to liability cover under this policy in respect of an occurrence, we will also pay legal costs incurred with our consent to defend the claim.

## Expenses incurred in attending court

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

If you are:

- self employed or a working director, then ‘income’ means the gross daily income from such personal exertion after allowing for the costs and expenses incurred in deriving that income
- an employee, then ‘income’ means the gross daily income from personal exertion, excluding overtime payments, bonuses, commissions or allowances.

In each case the amount of your income will be averaged over the 12 months immediately preceding our request or such shorter period during which you have been so engaged. You must provide any documentation, records, correspondence or other information that we request in support of any claim for lost income.

If your policy covers your contents, your liability cover includes the following additional benefits:

## Motor vehicle liability

We will cover you against any claim for compensation or expenses which you become legally liable to pay resulting from an occurrence that occurs during your period of insurance for:

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

arising from the ownership, custody, or use of any vehicle not required to be registered by law including:

- motorcycles up to 125cc capacity
- mobility scooters
- golf buggies
- ride-on mowers
- any motorised wheelchair
- any domestic trailer not attached to any vehicle.

We also insure you against any claims for compensation or expenses you become legally liable to pay for:

- the death of, or personal injury to, any person caused by you solely as a result of you being a passenger in a registered vehicle if the occurrence causing the death or personal injury occurs during your period of insurance
- the death of, or personal injury to, any person arising from the ownership, custody, or use of any registered vehicle if the occurrence causing the death or personal injury takes place at the situation and occurs during your period of insurance.

The most we will pay for all claims arising out of any one occurrence under this additional benefit is \$20,000,000.

In addition to the limit of your liability cover, if we agree you are entitled to liability cover under this additional benefit in respect of an occurrence, we will also pay legal costs incurred with our consent to defend the claim.

We do not cover you:

- if you are entitled to be wholly or partly insured by any compulsory statutory insurance or accident compensation scheme, or would have been, but for failure to register the vehicle or to apply for cover under the insurance or scheme or to comply with a term or condition of the insurance or scheme
- if you are entitled to be wholly or partly protected by any other policy of insurance which specifically covers compulsory third party motor vehicle liability
- while any vehicle are used for competitive racing or pacemaking.

## **Committee members/sporting or social clubs/ community organisations**

We cover you for any claim made against you for compensation or expenses which you become legally liable in Australia to pay following an alleged or actual act or omission. We will only pay for your liability in connection with your position as a committee member of a sporting or social club or community organisation. We will not cover you if you receive more than \$1,000 per year for holding this position.

The claim must be made against you within the period of insurance stated in the schedule. The most we will pay under this additional benefit, including legal costs, during any one period of insurance, is \$10,000.

### **What you are not covered for**

These exclusions apply to your liability cover and additional benefits.

We will not cover any liability arising from:

- use of a motor vehicle, motorcycle, mini-bike, aircraft or watercraft, however we will cover liability that:
  - arises from the ownership, custody or use of any:
    - model or toy aircraft
    - surfboard, sailboard or surf ski
    - watercraft no more than four metres long and that do not require registration under state or territory legislation. This does not include jet skis.
  - we cover under 'Additional benefits – Motor vehicle liability'.
- use of a caravan or trailer when the caravan or trailer is attached to a motor vehicle or motorcycle
- any agreement or contract you enter into. We will pay for your liability if you would have been liable without the agreement or contract
- the use, removal of or exposure to any asbestos product or products containing asbestos
- gaining a personal profit or advantage that is illegal
- a conflict of duty or interest
- any act or omission that is dishonest, fraudulent, criminal, wilful or malicious

- any loss that can be reimbursed by your sporting or social club or community organisation
- any alleged or actual act or omission committed, or alleged to have been committed, prior to the commencement of the policy
- any disease that is transmitted by you, or any member of your family who normally lives with you
- any business, profession, trade or occupation carried on by you. This does not include being a committee member of a sporting or social club/community organisations provided that you do not receive more than \$1,000 per year for holding this position
- alterations, repairs, renovations or additions to your buildings that cost more than \$100,000.

We will not cover any:

- penalties, fines or awards of aggravated, exemplary or punitive damages made against you
- personal injury to you, or any member of your family who normally lives with you, or any other person who normally lives with you
- personal injury to any person you employ and that injury arises from their employment with you
- damage to or loss of property that belongs to you, or any member of your family who normally lives with you, or any other person who normally lives with you
- damage to or loss of property that belongs to any person you employ and that damage or loss arises from their employment with you.

The general exclusions that apply to Section 1 and Section 2 on pages 40 to 41 also apply to your liability cover and additional benefits.



## Strata title mortgagee protection

This section of the policy only applies when your schedule shows that you have requested cover for mortgagee protection. It applies when you own part of a building that has been subdivided, usually into strata title units, and you have a mortgage on that part of the building.

We will cover the part of the building that you own for loss or damage on the same basis as set out in 'Section 1 – Buildings and Contents'.

We will pay up to the amount you owe on your mortgage but no more than the buildings sum insured shown on your schedule. We will pay this to your mortgagee when you are required to pay your mortgage in full following a loss. We will only pay this when the body corporate has not insured the buildings, or it has not insured the buildings for damage that you can claim for under this policy.

# Section 2

## Valuable Items

This section of the policy only applies when your schedule shows that you have requested cover for valuable items.

Contents are automatically covered whilst temporarily removed in accordance with 'Cover for your contents away from your situation' on pages 25–27 however limits apply. If cover for higher amounts is required please select this cover.

### What are valuable items

- jewellery and watches
- items that contain gold or silver (this does not include items thinly covered with gold or silver)
- collections of stamps, money or medals
- special valuable and personal items which are listed on your schedule
- clothing
- pedal cycles
- personal effects specifically designed to be worn or carried on a person.

### What are not valuable items

- unset precious and semi-precious stones
- items thinly covered with gold or silver
- motor vehicles, motorcycles, caravans, trailers, aircraft or accessories or spare parts of any of these items
- watercraft more than four metres long
- watercraft less than four metres long that require registration under state or territory legislation
- personal water craft (for example, jet skis)
- pedal cycles while they are being used
- money or negotiable documents.

## When we will pay

Your valuable items are covered for accidental loss or accidental damage, provided that the accidental loss or accidental damage happens within Australia or New Zealand. You only have cover for accidental loss or accidental damage that happens outside of Australia and New Zealand if the loss or damage occurs within 90 consecutive days after you leave Australia.

## When we will not pay

We will not pay if the accidental loss or accidental damage is caused by the following:

- rust, corrosion, gradual deterioration, depreciation, wear or tear
- a defect in the item
- rats, mice or insects
- processes of cleaning involving the use of chemicals other than domestic household chemicals
- mechanical or electrical breakdown other than an electric motor burning out. We will pay for any resultant damage following mechanical or electrical breakdown.

## Paying claims

### How we pay a claim for a valuable item

When accidental loss or accidental damage occurs to a valuable item, we will do one of the following:

- replace the item with the nearest equivalent new item
- repair the item to the condition it was in when new
- pay you the cost of replacement or repair.

We decide which one we will do.

### Policy excess

For each claim under this section, we will reduce the amount we pay you for your claim by \$250.

When a valuable item is part of a pair, set, system or collection, we will only pay the value of the item itself. The most we will pay is the value that the item has as a proportion of the combined pair, set, system or collection. We will only pay the cost of replacing the item even though the pair, set, system or collection to which it belongs is less valuable because it is incomplete.

We will reduce any payment for loss of, or damage to, an item under this section by the amount we pay you for the same item under your contents cover.

### **Limit for valuable items**

The most we will pay for any one item, pair, set, collection or system is \$5,000 for valuable items.

You can insure items, pairs, sets, collections or systems that are worth more than the above limits for their actual value as 'special valuable' items.

To do this you must advise us and the items will be listed on your schedule. The most we will pay in total for all valuable items is the amount shown on your schedule.

## **What Section 1 and Section 2 of the policy do not cover**

We will not pay claims for loss, damage or liability arising from:

- war or warlike activity. War does not have to be declared. We do not provide cover for theft following this
- hostilities, rebellion, insurrection or revolution. We do not provide cover for theft following these events
- contamination by chemical and/or biological agents, which results from an act of terrorism. Terrorism is any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public
- lawful destruction or confiscation of your property
- anything nuclear or radioactive
- damage to a heating element. We will pay for any resultant damage following damage to a heating element

- mildew, atmospheric or climatic conditions
- mould or fungi
- damage, loss or injury that you or anyone acting for you deliberately caused
- storm surge, the action of the sea, tidal wave, high water, or erosion
- landslide or subsidence except as detailed on page 15
- any event that does not occur within the period of insurance
- failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by this policy, however we will not cover resultant loss or damage to any frozen food, computer equipment or computer software.

# Section 3

## Workers' Compensation

This section of the policy only applies when your schedule shows that you have cover for workers' compensation. If you have employees, in some circumstances workers' compensation cover is compulsory.

If you are unsure, check with your local Workers' Compensation Authority.

We will pay the amount you are liable to pay if a person you employ is injured while working for you.

We will only pay if the person is doing domestic work for you. We will not pay if the person is working for you in your business, profession, trade or occupation.

The amount we will pay is subject to the relevant workers' compensation legislation in your state or territory.

Please refer to page 3 under 'Who is the insurer'.

## Policy information

### **When your cover does not apply**

Your cover for your buildings, contents and valuable items will not apply if, for a continuous period of 90 days or more, no one has occupied your buildings, unless the loss or damage results from lightning, thunderbolt or earthquake.

You can ask us to provide cover if your buildings are not going to be occupied for more than 90 days.

If we agree to provide cover, we will advise you in writing.

### **You cannot give your rights away**

You cannot give anyone else an interest in this policy without our written consent.

### **What you are required to do for us**

- You must pay us the premium for this insurance.

- You must tell us as soon as possible of anything that changes the facts or circumstances relating to your insurance.
- You must take reasonable precautions to prevent anything which could result in a claim under this policy.
- You must make sure that anyone doing anything on your behalf obeys all laws.
- You must comply with the conditions of this policy.

## **Cancelling your policy before the due date**

You can cancel this policy at any time. To do this you must tell us in writing. The policy will end when we receive your notification.

We can cancel this policy if you do any of the following:

- make a misleading statement to us when you apply for your insurance
- fail to tell us anything you should tell us when you apply for this policy, renew this policy and when you change or reinstate this policy
- fail to comply with the conditions of this policy
- fail to pay the premium for this insurance
- are not fair and open in your dealings with us
- make a claim during the period of this policy that is not true. The claim does not have to be under this policy and can be with us or another insurance company.

We may cancel this policy if you fail to notify us of a change in the circumstances of the risk during the period of insurance.

If we cancel this policy, we will advise you in writing. To do this, a notice will be delivered or posted to you.

## **Return of premium if your policy is cancelled before the due date**

If your policy is cancelled before the due date:

- we will keep the premium for the period that the policy was in force
- we will return to you the premium for the period from the date the policy ended to the due date of the policy.

## How the Goods and Services Tax affects your claim

Where we make a payment under this policy for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is actually made.

Where we make a payment under this policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

## The law that applies to this policy

Any disputes arising from this policy will be determined by the courts, and in accordance with the laws, of the state or territory of Australia where this policy is issued.

## How to make a claim

Please contact your nearest CGU Insurance office when something happens that you believe you can claim for.

## What you must do when you make a claim

You must make your claim as soon as possible after you suffer a loss. If you do not make your claim within 30 days, we may reduce what we pay you by an amount to take account of any disadvantage we suffer by the delay.

You must also:

- take all reasonable steps to stop any further loss from occurring
- advise the nearest police station if your property is lost or stolen, vandalised or maliciously damaged. We may ask you to give us a written report from the police
- keep the property that has been damaged so we can inspect it
- tell us about any prosecution or inquest that may be held



- send us any document relating to your claim within 72 hours of you receiving the document.

## **What you must not do when you make a claim**

You must not do any of the following:

- repair or replace any damaged property without our consent
- pay, promise to pay, or offer payment, or admit responsibility for a claim.

## **You give us your rights to claim from anyone else**

If you have a right to claim against someone else for a claim you made under this policy, you give us your rights to make that claim. You also give us your rights to conduct, defend or settle any legal action and to act in your name.

You must not do anything which prevents us from doing this and you must give us all the information and cooperation that we require.

## Claim payment examples

These Claim payment examples show you how a claim settlement may be calculated based on some practical scenarios. Any actual claim settlement amount will depend upon the facts of each case. For the purpose of the scenarios you are not registered for GST.

Claim Example 1	
Policy type	Building Insurance
Buildings sum insured	\$250,000
Excess	\$500
Loss or damage	Storm damage to your roof
How we settle your claim	<ul style="list-style-type: none"><li>• We arrange for a builder to repair your roof for \$4,000</li><li>• We pay the builder \$3,500</li><li>• We ask you to pay the builder the \$500 basic excess.</li></ul>

Claim Example 2	
Policy type	Contents Insurance
Contents sum insured	\$100,000
Excess	\$500
Loss or damage	Theft of your television
How we settle your claim	<ul style="list-style-type: none"><li>• Replacement cost of television is \$2,700</li><li>• We pay the supplier \$2,200</li><li>• We ask you to pay the supplier the \$500 excess.</li></ul>

Claim Example 3	
Policy type	Building and Contents Insurance
Buildings sum insured	\$300,000
Contents Sum Insured	\$80,000
Excess	\$500
Loss or damage	<p>Your buildings and contents are partially destroyed by fire.</p> <p>We agree that you are unable to live in your buildings and you require alternative accommodation.</p>
How we settle your claim	<ul style="list-style-type: none"> <li>• We choose to pay you directly for the damage</li> <li>• We pay you \$37,500 as follows. <ul style="list-style-type: none"> <li>– Buildings repairs \$20,000</li> <li>– Content replacement \$8,000</li> <li>– Costs for alternative accommodation \$10,000</li> <li>– Less excess \$500</li> <li>– Total \$37,500.</li> </ul> </li> </ul>

Claim Example 4	
Policy type	Specified Valuables option
Item sum insured	Diamond ring – \$8,000
Excess	\$250
Loss or damage	Your diamond ring is stolen
How we settle your claim	<ul style="list-style-type: none"> <li>• We arrange for a jeweller to replace your ring for \$8,000.</li> <li>• We pay the jeweller \$7,750.</li> <li>• We ask you to pay the jeweller \$250 excess.</li> </ul>

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## CONTACT DETAILS

Claims 13 24 80



[CGU.COM.AU](https://www.cgu.com.au)

**Preparation date** 30/06/2019



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