

# Steadfast Accidental Damage Home Insurance



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## Product Disclosure Statement and Policy Wording

The insurer of this product is:

Wesfarmers General Insurance Limited ABN 24 000 036 279, trading as Lumley Insurance

AFS Licence No 241461

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## IMPORTANT CUSTOMER INFORMATION

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### Who is the Insurer

The insurer is Wesfarmers General Insurance Limited (ABN 24 000 036 279, AFSL 241461), trading as Lumley Insurance, and we are authorised to issue and deal in this product. In this PDS, unless otherwise stated, the insurer is called "We", "Us", "Our" and/or "Lumley Insurance". Our contact details are on the front page of this PDS.

### About our Product Disclosure Statement and Policy Wording

This document (which is our Product Disclosure Statement and Policy Wording) contains important information to help you understand Steadfast's Accidental Damage Home Insurance. Before you decide whether to purchase it, you need to read this document carefully to understand its features and benefits.

Other documents may form part of our PDS. If they do we will tell you in the relevant document.

### Steadfast Group Ltd

Steadfast is an unlisted public company comprising over 260 shareholders. Each shareholder is an independent insurance brokerage. This Policy is available exclusively to you through shareholders of Steadfast Group Ltd. Steadfast Group Ltd does not issue, guarantee or underwrite this Policy. Their contact details are on the front page of this PDS.

### What you need to read

To determine if this insurance is appropriate for you, it is important that you read:

- this Important Customer Information Section - it contains information on important matters you need to be aware of before applying for this insurance;
- the WORDS THAT HAVE A SPECIAL MEANING Section - it sets out what we mean by certain defined terms in this insurance;
- SECTION 1 BUILDING AND CONTENTS – it sets out the cover available under this insurance;
- SECTION 2 VALUABLE ITEMS - it sets out the cover available under this insurance;
- WHAT SECTION 1 AND SECTION 2 OF THE POLICY DO NOT COVER – sets out what we do not cover under Sections 1 and 2;
- SECTION 3 GENERAL CONDITIONS - it contains details of your and our rights and obligations under this insurance, including if you do not meet your obligations, we may be able to cancel the insurance or reduce our liability in respect of a claim to the extent permitted by law; and
- any other documents we provide to you about the insurance which may change the standard cover.

### Applying for cover

When you apply for this insurance, you will need to complete a proposal form. We will use and rely on the information supplied by you to decide the terms of cover we will provide. We provide cover to you on the terms contained in this document, and the schedule that we issue to you.

The schedule will contain important information relevant to your insurance including the period of insurance, your premium, details of your property the excess(es) that will apply to you and others and whether any standard terms have been varied by way of endorsement.

All of these make up your "Policy" with us. You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items you insure.

Before expiry we will send you a renewal notice which tells you whether we will renew and on what terms. The renewal notice will tell you what is required.

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## **IMPORTANT CUSTOMER INFORMATION (continued)**

### **Services provided by Lumley Insurance and General Advice Warning**

Lumley Insurance is an Australian Financial Services Licensee and is authorised under its licence to deal in and provide general advice on this insurance.

Any advice we or our representatives provide is general only and does not take into account your personal objectives, financial situation or needs. Because of this you should, before acting on the advice, decide if it is right for you and consider the information contained in this document carefully.

Lumley Insurance's employees are paid an annual salary and possibly bonuses based on performance criteria and achievement of company goals. They are not otherwise remunerated for any advice or dealing service that they provide to you unless they tell you otherwise.

### **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.

### **Summary of cover and other significant matters**

By way of summary, the principal covers available are:

- cover for Accidental loss of or damage to your insured Building occurring during the Period of Insurance (Section 1 – Building and Contents); and
- cover for Accidental loss of or damage to your insured Contents occurring during the Period of Insurance (Section 1 – Building and Contents); and
- cover for Accidental loss of or damage to your insured Specified Valuables occurring during the Period of Insurance (Section 2 – Valuable Items); and
- cover for legal liability you and certain other persons incur for Accidental death or bodily injury to certain other persons or Accidental damage to certain other person's property. This cover is only available if you have taken Building and/or Contents cover (Section 1 - Your Liability Cover).

Refer to each Cover Section for details of the basis on which we settle any claim.

You need to make sure that you are happy with the extent of cover provided by this insurance. If not, you may not get the cover you require.

We only provide cover up to the amount(s) and limits and sum(s) insured specified in your Policy and subject to its other terms, conditions and exclusions. All amounts insured exclude GST.

An excess may apply when you make a claim. An excess is the part of a claim you must bear and is payable for each occurrence covered by this insurance. An occurrence is one or a series of occurrences arising out of one cause. When an excess applies we will reduce the amount we pay by the amount of the excess or we will ask you to pay it.

The type and amount of excess is shown in your Policy (usually in this document and the schedule). We agree on the amount of the excess(es) with you when you apply for this insurance and the excess may vary according to where you live and your insurance history.

For example, your home has suffered severe damage as a result of storm passing over your suburb. If your Policy or schedule mentions that you have a \$100 Excess, then our claim payment reimbursing you for the overall loss will be reduced by \$100.

If you do not adequately insure yourself for your potential loss, you may have to bear the uninsured proportion of any loss yourself.

We only cover your interest in the insured property unless we specifically include cover for the interest of a third party.

We may refuse to pay or reduce the amount we pay under a claim in certain circumstances. In particular:

- where an exclusion applies;
- if you do not comply with the terms and conditions of your Policy;

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## **IMPORTANT CUSTOMER INFORMATION (continued)**

- if you do not comply with your Duty of Disclosure or make a misrepresentation; or
- if you make a fraudulent claim.

We also may cancel your Policy in certain circumstances permitted by law e.g. if you fail to comply with a condition or breach your duty of disclosure.

### **Cost of the insurance**

The insurance provided is subject to your payment or agreement to pay the premium we require by the agreed time. In order to calculate your premium, we take various factors into consideration, including:

- the type of cover requested;
- the construction of your Building and/or type of Contents;
- the sum(s) insured;
- the location of your Building and/or Contents;
- your previous insurance history.

Your premium also includes amounts that take into account our actual or estimated obligation to pay any relevant compulsory government charges, taxes or levies (for example Stamp Duty, GST and any Fire Services Levy where applicable) in relation to your Policy. We will tell you when you apply what premium is payable, when it needs to be paid and how it can be paid.

The amount may vary according to a number of factors such as where you live and your insurance history.

When you apply for this insurance, you will be advised of the total amount payable. If you choose to effect cover, the amounts due will be clearly set out in your schedule.

### **Duty of Disclosure**

Before you enter into your Policy with us, you have a duty under the *Insurance Contracts Act 1984* (Cth) to disclose to us every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

The Act imposes a different duty the first time you enter into your Policy with us, to that which applies when you renew, vary, extend or replace it.

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

We will ask you various questions when you first apply for your Policy that are relevant to our decision whether to accept the risk of insurance and, if so, on what terms. When you answer those questions, you must:

- give us honest and complete answers;
- tell us everything you know; and
- tell us everything that a reasonable person in the circumstances could be expected to know.

#### *Your Duty of Disclosure when you renew, vary, extend, reinstate or replace your Policy*

When you renew, extend, vary or reinstate your Policy, your duty is to disclose to us before the renewal, extension, variation or reinstatement, every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

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

Your duty however does not require disclosure of a matter:

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

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## **IMPORTANT CUSTOMER INFORMATION (continued)**

### *Who does the Duty of Disclosure apply to?*

The duty of disclosure applies to you and everyone that is an insured under the contract of insurance.

### *What happens if you or they do not comply with the Duty of Disclosure?*

If you, or they, fail to comply with the duty of disclosure, we may be entitled to reduce our liability under your Policy in respect of a claim or cancel it. If the non-disclosure is fraudulent, we may be able to treat your Policy as if it was never effected.

### **Cooling off rights**

Even after you make a decision to purchase this insurance, you still have cooling off rights. You can return your insurance by notifying us in writing within 21 days of cover commencing and we will refund the Premium paid unless something has occurred for which a claim may be payable. Even after this cooling off period ends you still have cancellation rights (see SECTION 3 GENERAL CONDITIONS).

### **Confirming Transactions**

You may contact us in writing or by phone to confirm any transaction under your insurance if you or your adviser do not already have the required Policy confirmation details.

### **Code of Practice**

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

If you require further details please contact your nearest Lumley Insurance office or visit our website at [www.lumley.com.au](http://www.lumley.com.au).

### **How to make a claim**

SECTION 3 GENERAL CONDITIONS tells you what you need to do. Before we pay any claim, we require evidence as to the extent of loss or damage. Please ensure that, where possible, you keep any photographs or other documentation in respect of loss or damage to make the process as easy as possible.

Any claim settlements, up to the total of all amounts insured, will exclude GST. However, if there is a shortfall between the GST component of your claim and the amount of input tax credit you are entitled to, we will pay this shortfall in addition to the claim settlement.

### **Complaints - Internal and External Complaints Procedure**

If you have a complaint, please write to us and explain what your complaint is and the reasons behind it.

We will then either resolve or attempt to resolve your complaint immediately or refer the matter to our Internal Dispute Resolution Committee (IDRC) if it is unresolved.

If you are not satisfied with the decision of the IDRC, you may be able to access the services of an independent external dispute resolution body called Financial Ombudsman Service (FOS).

If you require further information about our dispute resolution process, please contact us.

### **Privacy**

We are bound by the National Privacy Principles of the *Privacy Act* 1988 (Cth) when we collect and handle your personal information.

We collect personal information for the purpose of providing insurance, including arranging insurance, Policy administration and claims handling. We also collect your personal information to conduct market or customer satisfaction research and to develop and identify products and services that may interest you. If necessary, we may collect your health and other sensitive information, but we will obtain your consent before doing so unless the collection is required or permitted by or under law.

We disclose personal information to persons we deal with in providing our services to you, for example, reinsurers, insurance intermediaries, insurance reference bureaus, credit reference agencies, our and your advisers and those involved in the claims handling process, for the purposes of assisting us and them in providing relevant services and products, and for the purposes of litigation. We limit the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it. By providing your personal information to us, you consent to us making these disclosures.

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**IMPORTANT CUSTOMER INFORMATION (continued)**

Without this information, we may not be able to provide you with the services you require.

When you give us personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us and the types of third parties we may provide it to, the relevant purposes we and the third parties 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 information.

If you would like a copy of our Privacy Policy, would like to seek access to or correct your personal information, or opt out of receiving materials we send, please contact us.

**Updating our Product Disclosure Statement**

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue you with a new PDS or a Supplementary PDS 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 with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by calling us).

**Compensation Arrangements**

The *Corporations Act 2001* (Cth) requires licensees to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the licensee or its representatives of Chapter 7 of this Act, unless an exemption applies. We are exempt from this requirement because we are an insurer supervised by the Australian Prudential Regulation Authority and subject to the prudential requirements of the *Insurance Act 1973* (Cth).

**Our contact details**

If you or your adviser need to contact us, have any questions or would like any further information regarding this insurance, contact us using the contact details provided in this document or where relevant, our agent or local office.

**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.

**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'.

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**WORDS THAT HAVE A SPECIAL MEANING**

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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.

<b>Your buildings</b>	This is on page 15 under 'What are your buildings'.
<b>Your contents</b>	This is on pages 15, 16 and 17 under 'What are your contents'.
<b>Excess</b>	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 in your schedule and the earthquake excess is shown on page 18.
<b>Flood</b>	The covering of normally dry land by water escaping or released from the normal confines of a watercourse or lake, whether or not it is altered or modified. Flood also includes water escaping from the confines of any reservoir, channel, canal or dam.
<b>Occupied</b>	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.
<b>Period of Insurance</b>	Means the period of time shown in your schedule.
<b>Schedule</b>	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.
<b>Situation</b>	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.
<b>Valuable items</b>	This is on page 24 under 'What are valuable items'.

**ACCIDENTAL DAMAGE 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 page 17.

We will cover your buildings and your contents for accidental loss or accidental damage. There is some loss or damage we will only cover under specific conditions. This is accidental loss or accidental damage caused by:

- Landslide or subsidence. Cover only applies when the landslide or subsidence occurs within 72 hours after a direct result of one of the following:
  - Storm, tsunami, rainwater, hail, snow or wind.
  - Explosion.
  - Earthquake
  - Liquid that escapes from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or a drain.

This cover also applies to gates, fences or retaining walls that are entirely or partly at the situation.

- Burning out of an electric motor. 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.

**What we will not pay for**

We will not cover your buildings and your contents for any accidental loss or accidental damage caused by:

- Landslide or subsidence except as described above.
- Settling, shrinkage or any movement of earth.
- Erosion.
- Water entering your buildings:
  - through an opening made for any building, renovation or repair work.
  - because of a structural defect, faulty design or faulty workmanship when your buildings were constructed.
- Flood  
Flood is the covering of normally dry land by water escaping or released from the normal confines of a watercourse or lake, whether or not it is altered or modified. Flood also includes water escaping from the confines of any reservoir, channel, canal or dam.
- Rust, corrosion, gradual deterioration, depreciation, wear or tear.
- Rats, mice or insects.
- Roots from trees, plants, shrubs or grass.
- Any process of cleaning involving the use of chemicals other than domestic household chemicals.
- A defect in an item, faulty workmanship, structural defects or faulty design.
- Malicious damage or vandalism by a tenant.
- Theft from any part of the buildings which you share with another person who is not insured under this Policy.

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**SECTION 1 BUILDING AND CONTENTS (continued)**

- Theft by a tenant.
- Deliberate or intentional acts by a tenant.
- Mechanical or electrical breakdown other than an electric motor burning out, unless the breakdown results in loss or damage to your buildings or contents.

**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 in your schedule.

We will pay these costs when they relate to loss or damage caused by or arising from accidental loss or accidental damage that is covered by this Policy:

- If you are unable to live in your buildings after loss or damage has occurred; we will pay for 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 alternate accommodation for your pets, and additional living expenses up to \$1000. 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 in 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.
- 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.
- We will pay your legal costs to discharge your mortgage if your claim is for a total loss.
- We will pay to replace the Certificate of Title to your situation if it is destroyed or damaged.
- We will pay the reasonable costs of demolishing and removing and disposing of any buildings debris when damage or loss 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.
- If a key to an external door lock of your buildings or a key to an external window lock of your buildings, is stolen, lost 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.
- 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.

If you have cover for your buildings and you have entered a contract to sell your home, we will extend your buildings 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 in your schedule. We will pay these costs when they relate to loss or damage caused by or arising from accidental loss or accidental damage that is covered by this Policy.

- If any of your credit, debit or stored value cards are fraudulently used after they are lost or stolen or are fraudulently used 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 alternate accommodation and additional living expenses up to \$1,000. We will pay these costs for up to 12 months. The most we will pay for these costs is 20 per cent of your contents sum insured, as listed in 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 the amount we pay you, 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 alternate accommodation.
- 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 15, 16 and 17, 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 \$1,500. 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 in your schedule. However, we will not cover jewellery, money or negotiable instruments.

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 in your schedule.

- 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 in 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 lost, 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.

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**SECTION 1 BUILDING AND CONTENTS (continued)**

- We will pay the reasonable costs of removing any contents debris when damage or loss 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 \$2,000.

- 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 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 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.
- We will pay the professional costs for the removal of tree stumps, fallen trees and branches and the associated disposal costs necessarily incurred in order to repair or replace insured damage caused to your buildings and contents by storm damage that we have agreed to cover. We will also pay for the removal of trees and branches from the situation if they have caused damage to landscaped gardens. We will also pay up to \$5,000 for each claim for the costs for removal and disposal of fallen trees and tree stumps incurred as a result of storm but we will not pay unless the costs exceed \$500.
- 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 veterinary expenses if your pet is injured or killed as a result of a road accident, fire, lightning, earthquake, burglary or attempted burglary.
- If any trees, plants, shrubs or lawns are:
  - stolen;
  - damaged by fire;
  - maliciously damaged;
  - damaged by a vehicle,we will pay to replace the trees, plants, shrubs or lawns.

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**SECTION 1 BUILDING AND CONTENTS (continued)**

- We will pay reasonable expenses to protect your buildings or contents from further damage following insured damage we have agreed to cover.
- 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.
- If you or a member of your family normally living with you
  - dies; or
  - suffers paraplegia, quadriplegia or permanent total disablement,as a direct result of a physical injury caused by an accident within the buildings at the situation, we will pay \$15,000 to either:
  - the estate of the deceased person; or
  - the person who suffered paraplegia, quadriplegia or permanent total disablement.

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

- If you or a member of your family requires counselling as a direct result of fire or theft at the situation, we will pay you up to \$1,000 for each claim for counselling. The most we will pay is \$1,000.
- 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 claims 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, house owners 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 cover 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.

**What are your 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 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 inground swimming pools.

**What are not your 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 and/or contents'.
- Any building that is occupied by a tenant under a rental agreement

**What are your 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 in your schedule for valuable items. The most we will pay for any one item, pair, set, collection or system of valuable items is \$10,000.

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 is not jewellery or watches.

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**SECTION 1 BUILDING AND CONTENTS (continued)**

- 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 \$1,500 in total for these.
- Accessories, spare parts for the following: motor vehicles, motorcycles, caravans, trailers, watercraft and 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, mini-bikes, caravans, trailers or watercraft. We will pay up to \$2,000 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, ride-on mowers, wheelchairs and motorcycles up to 125cc engine capacity and which do not require registration.
- Surfboards, sailboards, surf skis and canoes.
- Special contents which are listed in your schedule.

**What are not your 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 (other than go-karts), motorcycles exceeding 125cc engine capacity, 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.
- Your contents if they are situated in a tenanted building which you own or which you are a part owner.

**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 in your schedule and at your new situation. The most we will pay in total is the sum insured shown in 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.

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

Your contents are covered while they are away from your situation anywhere in Australia or New Zealand for up to 180 consecutive days, or in the rest of the world for up to 90 consecutive days.

Your contents are not covered 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;
  - personal belongings including sporting equipment whilst you are away from home attending school, college or University.

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 and watercraft, golf buggies, mobility scooters, ride-on mowers, wheelchairs, surfboards, surf skis and canoes.
- goods that you use for earning your income.
- office and surgery equipment that you use for earning your income.

**PAYING CLAIMS****Excesses that may 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 or 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 in your schedule.

Your excess will be increased by \$250 for any claim for damage or loss 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 building 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, or 'Additional things we will pay for when you have insured your 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 in 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 your contents' on pages 15 to 16 for details of these contents items and the amounts we will pay.

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

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 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 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 of your contents items, 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 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.

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## YOUR LIABILITY COVER

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### 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, including the loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits and similar instruments but does not include the value represented by such instruments.

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.

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## **YOUR LIABILITY COVER (continued)**

### **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**

#### **Your liability cover if your Policy covers your buildings or contents, or both**

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. Provided that we will only reimburse income loss for days on which you are not able to conduct any income-earning activity whatsoever.

If you are:

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

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

#### **If your Policy covers your contents, your liability cover also 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:

- motor cycles up to 125 cc 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 claim 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.

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## **YOUR LIABILITY COVER (continued)**

- 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 insured against**

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 or community organisation provided that you do not receive more than \$1,000 per year for holding this position.

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## **YOUR LIABILITY COVER (continued)**

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.
- Damage to or loss of property that is in the control of you, or any member of your family who normally lives with you, or any other person who normally lives with you.
- Alterations, repairs, renovations or additions to your buildings that cost more than \$100,000.

The general exclusions that apply to Section 1 and Section 2 on page 26 also apply to your liability cover and additional benefits.

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## **STRATA TITLE MORTGAGEE PROTECTION**

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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 in 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.

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## SECTION 2 VALUABLE ITEMS

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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 page 17 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.
- Collections of stamps, money or medals.
- Special valuables, personal items and other articles that we have agreed to insure which are separately specified in your schedule.

### What are not valuable items

- Unset precious and semi-precious stones.
- Items thinly covered with gold or silver.
- Motor vehicles, motorcycles, mini-bikes, 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.
- Jet skis.

### When we will pay

Your valuable items are covered for accidental loss or 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.

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## SECTION 2 VALUABLE ITEMS (continued)

### 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.

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 \$10,000 for valuable items.

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

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

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**WHAT SECTION 1 AND SECTION 2 OF THE POLICY DO NOT COVER**

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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.
- flood, storm surge, the action of the sea, tidal wave, high water, or erosion.
- landslide or subsidence except as detailed on page 10.
- 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.

**Landlord's Exclusion**

We will not pay for any loss or damage to:

- your building if it is occupied by a tenant under a rental agreement; or
- any of your contents that are situated in a tenanted building which you own or of which you are a part owner.

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## **SECTION 3 GENERAL CONDITIONS**

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### **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 there is 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.

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## **SECTION 3 GENERAL CONDITIONS (continued)**

### **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 Lumley 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 it 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.

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