CASTLE
INSURANCE



HOME & CONTENTS

ACCIDENTAL DAMAGE

Product Disclosure Statement

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃关於保险的重要文件，它解释了根据保单条款什麽是受保、什麽是不受保项目，以及你方和我方的责任条款。你必须要了解後才能决定这项保险是否能满足你的需要。如果你不能阅读和理解英文，请向能帮助你用你熟悉的语言理解内容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήστε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜੁੱਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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ABOUT THIS BOOKLET

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

The information in this PDS is current at the preparation date however it may change over time.

When we make a change that is materially adverse, either a Supplementary Product Disclosure Statement (SPDS) or a new PDS will be provided at renewal.

If we make a change to information in the PDS that is not materially adverse, we may not notify you of the change and may not immediately update the PDS. However, you can contact us for a copy of the change at no charge by us.

FOR MORE INFORMATION OR TO MAKE A CLAIM

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact your financial services provider. The contact details for your financial services provider are set out in the financial services guide they give you.

The section titled 'Claims' at the end of this booklet tells you the full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact your financial services provider.

ABOUT LLOYD'S

Lloyd's is the world's leading specialist insurance and reinsurance market. With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. Led by expert underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress. Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the insured world - building resilience for businesses and local communities and strengthening economic growth around the world.

ABOUT CASTLE INSURANCE

Sure Insurance Pty Ltd trading as Castle Insurance (ABN 72 624 109 128) is an underwriting agency and holds an Australian Financial Services License (AFS License number 506 378). Insurance products distributed by Castle Insurance (under its own AFSL) with products underwritten by Certain Underwriters at Lloyd's, led by Canopius Managing Agents Limited (Syndicate 4444). Sure Insurance Pty Ltd Trading as Castle Insurance is a company within the Steadfast Underwriting Agencies division of Steadfast Group Limited (ABN 98 073 659 677) (SGL).

IMPORTANT INFORMATION

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

THE COST OF THIS POLICY

There are a number of factors we take into account when determining your insurance premium, which include:

- pricing factors;
- policy options;
- any applicable discount;
- any administration fees; and
- any statutory charges.

At Castle Insurance, we believe that the cost of insurance should be fair and reasonable, which is why we use a number of reliable indicators to accurately assess your risk and calculate your premium. These may change over time. Each year, your premium is likely to change even if your circumstances haven't. Factors like the claims we experience, the cost of reinsurance, improved data and changes to business costs may change.

The following shows some of the pricing factors that may be taken into account when determining your premium:

- the sum insured for your home and/or contents;
- the physical address of your home;
- the age of your home;
- the materials used to construct your home;
- the occupancy and use of your home;
- the age of each insured person;
- the bushfire risk at the physical address of the home or where your contents are located;
- the cyclone risk at the physical address of the home or where your contents are located;
- the flood risk at the physical address of the home or where your contents are located;
- the security risk at the physical address of the home where your contents are located; and
- the excess amount.

INFORMATION RELATING TO PREMIUM CALCULATION

The list of factors in 'The cost of this Policy' is not exhaustive. We may take other factors into account and add or remove factors. The importance we place on the factors we use to calculate the premium and how the factors combine, all affect calculation of the premium. Some factors will not affect all components of the premium and not all components of the premium may be subject to discounts in the same way or at all.

How the factors combine to calculate premium may also be impacted according to your circumstances and other underwriting considerations. The premium determined by a combination of the factors may be adjusted up or down to reflect your circumstances and underwriting considerations including the risk being insured and the value of any claims. An adjustment like this may increase or decrease the premium from the combination of factors and may limit discounts.

Minimum premium and your previous year's premium are commercial factors that may limit premium increases and decreases from the combination of the factors and any discounts. A minimum premium is the least amount of premium we will accept for the insurance and factors and any discounts will not reduce the premium below minimum premium. Your previous year's premium is taken into account on renewal and may limit premium increases and decreases from the combination of the factors and limit discounts.

The premium we calculate according to the factors, your circumstances and other commercial factors, including taxes and government charges, will be shown on your Certificate of Insurance.

DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION

When applying for this insurance

Your application for insurance cover will be treated as if you are applying for a 'consumer insurance contract'. Before the contract of insurance is entered into, you have a legal duty to take reasonable care not to make a misrepresentation to the insurer under the *Insurance Contracts Act 1984* (Cth). It is very important that you comply with your duty, as this may impact on your insurance cover.

A misrepresentation is an answer or statement that is not true, only partially true, or does not fairly reflect the truth.

When you apply for insurance, we will ask you clear and specific questions that are relevant to our decision to insure you. Your answers in response to our questions are important as we use them to determine whether we can provide insurance cover to you, and if so, the terms of the policy and the premium we will charge. This means that when answering our questions, you should respond fully, honestly and accurately.

The duty to take reasonable care not to make a misrepresentation applies anytime you answer our questions as a part of an initial insurance application, when extending or making changes to an existing insurance, and reinstating any previous contract of insurance.

We may later investigate the answers you provide to us, for example, when a claim is made.

When you renew this insurance

Before you renew this contract of insurance, you have a duty to take reasonable care not to make a misrepresentation under the Insurance Contracts Act 1984 (Cth). It is very important that you comply with your duty, as this may impact on your insurance cover.

A misrepresentation is an answer or statement that is not true, only partially true, or does not fairly reflect the truth.

When you apply to renew this insurance, we may ask you clear and specific questions that are relevant to our decision to insure you. Your answers in response to our questions are important as we use them to determine whether we can provide insurance cover to you, and if so, the terms of the policy and the premium we will charge. This means that when answering our questions, you should respond fully, honestly and accurately.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, we will understand this to mean that there are no changes.

You have this duty until we agree to renew the contract, when extending or making changes to an existing insurance, and reinstating any previous contract of insurance. We may later investigate the answers you provide to us, for example, when a claim is made.

Guidance for answering our questions:

Important: please ensure that you take care when providing your answers in response to our questions in relation to your insurance application. You should respond fully, honestly and accurately. If you do not, it may affect your insurance cover. When answering our questions, please:

- Think carefully about your responses. If you do not understand the question or require further explanation, please ask us before responding;
- Make sure your responses are truthful, accurate and complete answers to every question that we ask you;
- Provide us with all relevant information in response to our questions. If you are unsure what information to include, please include it or check with us, your broker or adviser;
- Do not assume that we will contact anyone else for the information we are asking you for;
- Review each answer you have provided on your insurance application carefully and make any corrections (if necessary) before submitting it to us. You are responsible for the answers that you provide us, even if you have had help in preparing your application, for example from your broker, intermediary, advisor or someone else.

Before your insurance cover starts, please tell us of any changes that may be required to the answers you have given to our questions. This may save time as any changes may require further investigation or assessment of the risk.

If, after your insurance cover starts, you think you may not have complied with your duty, please contact us, your broker or advisor immediately and we will let you know whether it has any impact on your cover.

We may contact you after you have submitted your application to clarify or collect any information that you may not have included. The information you provide may be recorded and used by us in assessing your application. Your duty to take reasonable care not to make a misrepresentation applies to all types of communication with us, including written, electronic, online, when speaking with us in person or on the telephone, or a mix of these.

If you do not comply with your duty

If you do not take reasonable care not to make a misrepresentation, it may have serious consequences for your insurance. If you have failed to comply with your duty, we have certain rights, which may depend on what your insurance offer may have been had you not made a misrepresentation, and whether or not the misrepresentation was fraudulent. We have different actions available to us, for example, we may do one of the following:

- Avoid your insurance cover. This means that your insurance contract and cover will be treated as if it never existed;
- Change the amount of cover, for example the level of cover may be reduced;
- Change the terms of your insurance contract, for example certain events may be excluded from being covered.

This may mean an insurance claim may not be paid, or the amount or benefit paid may be reduced, or premiums increased.

If we suspect that you may have breached your duty to take reasonable care not to make a misrepresentation, before we exercise any of the actions available to us, we will:

- Explain our reasons why we believe you have breached your duty; and
- Provide you with an opportunity to respond and provide us with further information.

If we decide to make changes to your cover, we will notify you of our decision and provide you with the review process and complaints procedure to follow if you disagree with our decision.

If you need help

It is very important that you understand this information, the questions that we ask you and your duty. If you are having difficulty for any reason, such as a disability, English language, or require further support such as a support person you trust, please contact us so that we may tell you how we may assist in providing additional support.

If you have any questions, please contact us, your broker or advisor.

COOLING-OFF PERIOD

If you change your mind about your Policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and we'll give you a full refund. If you cancel your Policy in these circumstances, you will have no cover under the Policy.

To cancel your Policy within the cooling-off period, contact your financial services provider. You can also cancel your Policy outside the cooling-off period, see 'Cancelling your Policy'.

GENERAL INSURANCE CODE OF PRACTICE

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

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

MISUSE OF OUR PRODUCTS AND FAMILY VIOLENCE

We do not condone the misuse of our products for the purpose of financial abuse or disadvantage, including through family and domestic violence. We are here to provide support to our customers who may be impacted. Further details about our Family and Domestic Violence Customer Support Policy are available at **castleinsurance.com.au**

PRIVACY

CASTLE INSURANCE

We value the privacy of the personal information we collect about you.

We collect your personal information directly from you and through others, including those listed in our Privacy Policy, such as our distributors, claim managers and legal service providers.

How we use your personal information

We and any parties appointed by us will only use your personal information for the purpose it was collected, for example, to provide you with assistance or a product or service you requested or to help with your claim.

Your personal information may also be used for other purposes, which are set out in our Privacy Policy.

You may choose to not give us your personal information. However, this may affect our ability to provide you with a product or service, including the management of your claim.

We may disclose your personal information to:

- our related entities;
- our service providers, which may include some providers based overseas; and
- other parties as set out in our Privacy Policy.

Our Privacy Policy

Our Privacy Policy provides information about how we collect, use and disclose your personal information and how you can:

- access your personal information in our records;
- ask us to correct your personal information in our records; and
- complain about any breach of the principles set out in the Privacy Act 1988 (Cth), and how we will deal with your complaint.

Our Privacy Statement

To obtain a copy of the Sure Privacy Statement, the details of which are available by either:

- visiting **castleinsurance.com.au**; or
- calling us on **1300 265 735**.

COMPLAINTS

Complaints and disputes

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact:

The Complaint Manager
Sure Insurance Pty Ltd T/as Castle Insurance
complaints@castleinsurance.com.au
1300 265 735
PO Box 487, Capalaba QLD 4157

We will acknowledge we have received your complaint and aim to resolve the complaint to your satisfaction.

A complaint decision will be provided to you within 30 calendar days. If we are unable to meet this timeframe we will inform you of the reason for the delay.

If your complaint is not resolved to your satisfaction, or you do not receive a complaint decision within 30 calendar days of the date on which you first made the complaint, you can refer your complaint to the Australian Financial Complaints Authority (AFCA).

You can contact AFCA as follows:

Telephone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3, Melbourne VIC 3001

Website: www.afca.org.au

AFCA services are provided to you free of charge. Your complaint must be referred to AFCA within 2 years of the complaint decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may have access to other external dispute resolution options.

Service of suit

The Underwriters participating in this Insurance agree that:

(i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and the Underwriters will submit to the jurisdiction of any competent Court within the Commonwealth of Australia;

(ii) service of any originating process upon the Lloyd's Underwriters may be affected upon:
Lloyd's Underwriters' General Representative in Australia
Post: PO Box R1745 Royal Exchange NSW 1225
Email: serviceofsuitaus@lloyds.com

who has authority to accept service on the Lloyd's Underwriters' behalf until the appointment of another agent for service which is notified to the insured;

(iii) if a suit is instituted against "Certain Underwriters at Lloyd's subscribing this policy", it is binding on all Lloyd's Underwriters participating in this Insurance as if they had each been individually named as a defendant.

In the event of a claim arising under this Insurance notice should be given as soon as possible to:

The Complaint Manager
Sure Insurance Pty Ltd T/as Castle Insurance
complaints@castleinsurance.com.au
1300 265 735
PO Box 487, Capalaba Qld 4175

POLICY WORDING

This Policy is issued by Certain Underwriters at Lloyd's, led by Canopius Managing Agents Ltd, Syndicate 4444.

OUR AGREEMENT

Your Policy is an agreement between you and us, made up of:

- this Product Disclosure Statement; and
- your Certificate of Insurance, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- Conditions and exclusions, which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

EXCESSES

You must pay any excesses which apply to your claim. The excesses which you have to pay are set out in this Product Disclosure Statement and/or on your Certificate of Insurance.

PAYING YOUR PREMIUM

The ways you can pay your premium, and the frequency you can pay it, are described below:

- in one annual payment to your financial services provider according to their business practices; or
- where available, in monthly instalments by direct debit from your credit card or from your account with your financial institution which facility can be arranged by your financial services provider.

ANNUAL PREMIUM

We will let you know how much premium you need to pay us, how to pay it and when. If you pay your premium annually, you need to pay your premium on time to ensure you are covered. If you don't pay the premium your Policy may be cancelled and we'll write to let you know when this will happen.

INSTALMENT PAYMENTS (where available)

If you pay your premium by instalment, your Certificate of Insurance will show the date and frequency of your instalments. If your direct debit details change you must tell us no later than seven days before your next instalment is due to allow us to process the change in time.

At renewal

If you pay by instalments, and renew your Policy, we'll continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless you tell us to stop your direct debit.

If you don't want to renew, you must tell us at least seven days before your Policy's end date so that we can arrange for the direct debit to stop in time.

What happens if you miss an instalment?

If you miss an instalment, your broker representative will make contact with you to ask you to pay it or arrange to collect it from you. If you don't pay the missed instalment your Policy may be cancelled and we'll write to you to let you know when this will happen.

If you don't pay the missed instalment and a claim arises, then we will deduct the missed instalment from your claim.

If your payment details change

If your direct debit details change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date to allow us to process the change in time.

ADJUSTMENT OF PREMIUM ON RENEWAL

If we invite you to renew your Policy, we will send you a renewal invitation. If you make any changes to your Policy after we send you our renewal invitation, and we have agreed to continue to insure you, we will send you an updated renewal invitation. You will need to pay us any additional premium to ensure your cover is not affected.

A claim on your Policy may affect your renewal premium

If we send you a renewal invitation and the premium doesn't take into account a claim on your Policy, you agree to pay us any additional premium we would have charged if we had known about that claim.

If you tell us about the claim before your renewal takes effect and we agree to continue to insure you, we may apply specific conditions to your Policy (including applying an additional Policy excess) and/or recalculate your renewal premium and send you an updated renewal invitation.

If your Policy has already renewed, we may ask you for an additional premium. If you're paying in instalments, any remaining instalments will be adjusted to reflect the additional premium. If you've already paid your renewal premium in full, you'll need to pay us any additional premium to ensure your cover is not affected. If you don't pay the additional premium by the due date then we may:

- deduct the outstanding premium amount from a claim payment; or
- cancel your Policy (see 'Cancelling your Policy').

If it was reasonable in the circumstances for you to be unaware that you had a claim until after we issued your renewal invitation, we will not ask you to pay the additional premium for that renewal period however the claim may affect your future renewal premiums and/or future Policy conditions (including the application of an additional Policy excess).

Please note we may have other rights under this Policy or as permitted by law, depending on the circumstances.

BUSINESS USE – WORKING FROM HOME

Working from a home office – Employed

Industrial relations transformation has seen work from home and hybrid working arrangements now a feature of many businesses. What you need to know about working from home and your Castle Insurance home and contents insurance is explained below.

Do I need specific working from a home office insurance?

We provide cover for office equipment, such as computers and printers, as standard with our contents insurance cover. See 'Contents where a maximum limit applies' Office equipment - up to $25,000 in total on page 19 for full Details.

If your employer has provided you with office equipment to use from home, this should be covered by their business insurance. However, if it is not, and you are legally liable for it whilst at home, it is covered. See 'Contents where a maximum limit applies' Office equipment - up to $25,000 in total on page 19 for full details.

What if I have clients or work colleagues coming to my home?

We do not cover your legal liability if the loss or damage was caused by or resulted from any business activity conducted at the insured address or elsewhere. See, Cover For Your Legal Liability, What You Are Not Covered Against, on pages 24 - 27 and General Exclusions - Business Activities At The Insured Address on page 38 for full details.

If you have colleagues or customers attending your home in person for business meetings or any business purposes, you should consider arranging a separate public liability or small business insurance policy.

RUNNING A BUSINESS FROM HOME – SELF-EMPLOYED

Can I run a business from home?

Our home and contents cover is designed for residential homes and office/administrative-style work from a home office and low hazard occupations run from home where the majority of manual work is carried out away from the Home.

It is not designed for farm buildings or farm contents, equipment, manufacturing or production activities or for homes that are used primarily for business/commercial purposes.

Coverage for tools of trade and other equipment used by you or your family for earning income is limited to $7,500 including stock temporarily stored inside the home which is limited to $2,000. See Contents where a maximum limit applies on page 19 for full details.

We do not cover your legal liability if the loss or damage was caused by or resulted from any business activity conducted at the insured address or elsewhere. See, Cover For Your Legal Liability, What You Are Not Covered Against, on pages 24 - 27 and General Exclusions - Business Activities At The Insured Address on page 38 for full details.

We do not cover your legal liability if the loss or damage was caused by or resulted from any claim relating to workers' compensation or employment, including discrimination, equal opportunity and unfair or wrongful dismissal.

If you have colleagues or customers attending your home in person for meetings or any business purposes, you should consider arranging a separate public liability or small business insurance policy.

This product is appropriate for:	This product is NOT appropriate for:
Accommodation	
▪ Homeowners/landlords who rent out their property for long-term rental of three months or more. ▪ Homeowners/ landlords who rent out their property for short-term rental, including Airbnb or similar online booking platforms.	▪ Any part of the home that is used or occupied as a hotel, motel or boarding or guest house other than a home where only one bedroom is being leased or rented to a paying tenant, guest or boarder.
Beauty services	
▪ Hairdressers, makeup artists, nail technicians, spray tanners.	▪ Tattooists. ▪ Piercing services.
Childcare services	
▪ Casual baby/child-sitting.	▪ Professional childcare centre/services run from the home including professional after-school care.
Commercial Properties	
	▪ Cafés, restaurants, offices, shops, warehouses, workshops run from the home. ▪ Display homes.
Domestic services	
▪ Handyman, domestic cleaners. ▪ Pet groomers, pet walkers, pet minders for less than three pets at any one time.	▪ Commercial cleaners. ▪ Pet walkers, pet minders for three or more pets at any one time.
Farming and agricultural activities	
▪ Residential homes on a farm property or hobby farm property. ▪ Roadside honesty box – farm gate fruit, veg, eggs and honey.	▪ Farm or hobby farm buildings (except for residential homes) or farm contents or equipment. ▪ Retail nurseries.
Fitness and wellbeing	
▪ Natural healing therapists, nutritionists, therapeutic masseurs/ses. ▪ Gym instructors, personal trainers, yoga instructors, Pilates instructors where your primary place of work is away from the home.	▪ Non-therapeutic massage. ▪ Gym classes, personal trainer classes, boxing or martial arts instructors, yoga classes, Pilates classes of two or more people at the home. ▪ Swimming instructors where your primary place of work is at the home. ▪ Individuals or entities associated with the sex industry or brothels.
Health and medical services	
▪ Chiropractors, doctors, dentists, physiotherapists, psychologists or other qualified and regulated medical professionals.	

This product is appropriate for:	This product is NOT appropriate for:
Hospitality	
▪ Home-baking in a non-commercially equipped kitchen. ▪ Food truck where your primary place of work is away from the home.	▪ Baking, café, catering, food manufacturing, restaurant where your primary place of work is at the home.
IT and media	
▪ IT support, photographer, programmer, project manager, web designer. ▪ Journalist, freelance writer. ▪ Social media consultant.	
Manufacturing	
▪ Cottage industry, costume jewellery, cupcakes, jam, knitting, pottery.	▪ Cabinet makers, carpenters and woodworkers where your primary place of work is in a workshop at the home. ▪ Clothing, leather and textile manufacturing. ▪ Ammunition, guns. ▪ Upholsterers.
Professionals and consultants	
▪ Accountants, architects, graphic designers, home loan advisers, insurance agents, solicitors, barristers, real estate agents, tax agents.	▪ Bookmakers.
Repair and maintenance	
▪ Automotive repair and maintenance, machinery repair and maintenance where your primary place of work is away from the home.	▪ Automotive repair and maintenance, machinery repair and maintenance where your primary place of work is in a workshop at the home.
Trades	
▪ Builders, carpenters, electricians, gardeners, landscapers, lawn mowing workers, painters, plumbers, welders where your primary place of work is away from the home.	▪ Builders, carpenters, electricians, gardeners, landscapers, lawn mowing workers, painters, plumbers, welders where your primary place of work is at the home.
Tutors	
▪ Art, education or music tutors.	▪ Boxing or martial arts instructors.
Wholesale, retail and market stalls	
▪ E-commerce (e.g. eBay, Facebook). ▪ Garage sales. ▪ Market stalls where your primary place of work is away from the home.	▪ Ammunition or gun dealers, manufacturers or repairers. ▪ Jewellers or Tobacconists. ▪ Market stalls where your primary place of work is at the home. ▪ Professional stamp or coin dealers. ▪ Retail stores.

Please contact Castle Insurance or a Castle Authorised Broker if your business is run from the home and does not appear on the list or has not previously been agreed to by us and is shown on your Certificate of Insurance.

WORDS WITH SPECIAL MEANING

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

When we say	We mean
Action of the sea	Tidal wave, high tide, king tide, or any other movement of the sea except for: ▪ tsunami; and ▪ storm surge.
Antique	An item valued for its rarity, aesthetic or historical significance which is over 100 years old. It does not include jewellery, watches or collections.
Certificate of Insurance	The document we give you which sets out the details of your cover which are personal to you. It forms parts of the Policy. It shows the cover and any options that you have selected. When your Policy is changed or renewed, we will give you a new Certificate of Insurance. The information on your Certificate of Insurance can modify the terms set out in this Policy.
Damage or damaged	When property insured by this Policy is physically harmed, but not from wear and tear, and its value or usefulness is permanently reduced. It also includes where property insured is destroyed or unrecoverable. It does not include: ▪ where property can be cleaned using ordinary household chemicals and cleaning processes to bring it back to its pre-event condition. Property may be considered to be damaged if only professional cleaning can bring it back to its state prior to the event; or ▪ scratching or denting which is cosmetic and that's the only damage.
Earth movement	Includes landslide, landslip, mudslide, subsidence and the heaving, collapsing, vibration, erosion, settlement or shrinkage of earth, but not earthquake. Note: 'Heave' is the upward movement of the earth supporting a building because of the expansion of soil.
Flood	The covering of normally dry land by water that has escaped or been released from the normal confines of any of the following: ▪ a lake (whether or not it has been altered or modified); ▪ a river (whether or not it has been altered or modified); ▪ a creek (whether or not it has been altered or modified); ▪ another natural watercourse (whether or not it has been altered or modified); ▪ a reservoir; ▪ a canal; ▪ a dam.
Insured Address	The address shown on your Certificate of Insurance where your home is located or your contents are kept.
Jewellery	Jewellery refers to decorative items worn for personal adornment, such as rings, necklaces, bracelets and earrings. It can be made from precious metals and gemstones like gold and diamonds or from casual material like wood, glass and plastics.

Model aircraft or drone	A micro or very small, remotely piloted aircraft that's a toy, or flown solely for hobby, leisure, sport or recreational purposes, provided that it: ▪ isn't a kite; ▪ is registered, if required by law; ▪ isn't used for anything other than the purpose for which it was originally designed; ▪ has a wingspan of no more than 150 centimetres; ▪ weighs no more than two kilograms, including anything in, on or attached to it (for example, a camera or gimbal); and ▪ costs no more than $1,500 when new including anything in, on or attached to it. A model aircraft or drone does not include anything that is ever used in connection with or in relation to any commercial purpose or earning any income.
Negotiable instruments & bullion	Treasury notes, savings certificates, stamps, money orders, gift certificates, gold and silver bullion and any other negotiable instruments.
Open air	Anywhere away from the Insured Address that is not: ▪ fully enclosed by walls and a roof; and ▪ lockable.
Period of insurance	The period this Policy operates for as shown in the current Certificate of Insurance.
Personal mobility device	A small, lightweight electric vehicle with the following attributes: ▪ has one to four wheels; ▪ the motor, brakes or suspension have not been modified or altered from the original manufacturer's specification; ▪ has a maximum speed of 25 km/hour; ▪ has no more than 250 watts continuous rated power; is not required by law to be registered or insured; and that is: ▪ used in accordance with the user manual including in relation to safety instructions (for example, not carrying passengers if it's designed for one person only); ▪ owned and used in compliance with applicable state or territory laws and regulations; and ▪ not used for hire, reward, courier services or the carriage of paying passengers. It includes Pedelecs, e-bikes, e-scooters, hoverboards, monowheels and Segways that meet the above criteria. Note: A Pedelec is a bicycle where the rider's pedalling is assisted by a small electric motor that automatically cuts off once the bicycle reaches 25 km/hour. The electric motor must only become activated by the rider's pedalling.
Power surge	An unexpected, temporary, uncontrolled increase in current or voltage in an electrical circuit. Also known as a power swell, brown out, voltage variation or power spike.

Reasonable cost, reasonable additional cost	If we arrange the repair, rebuild, replacement or work for which a cost is incurred: the actual cost that we incur. If you arrange the repair, rebuild, replacement or work for which a cost is incurred with our prior consent: the actual cost as set out in a valid tax invoice. If you arrange the repair, rebuild, replacement or work for which a cost is incurred without our prior consent because of an emergency and you act reasonably in: ▪ making arrangements by engaging reputable service providers or sourcing replacement property at market rates; ▪ arranging repairs, rebuild or replacements at market rates that are necessary to restore your property to a condition no better than when new; or ▪ taking proportionate steps to protect your property from further damage: The actual cost as set out in a valid tax invoice. If you arrange the repair, rebuild, replacement or work for which a cost is incurred without our prior consent because of an emergency and you do not act reasonably: the cost that you would have incurred if you had acted reasonably. If you arrange the repair, rebuild, replacement or work for which a cost is incurred without our prior consent and there is no emergency: the cost we would have incurred if you had obtained our prior consent and we had made the arrangements. In this definition, when we say 'work' this includes services such as temporary accommodation. In this definition, when we say 'act reasonably' this means acting prudently, as if you did not have insurance.
Scope of works	An itemised description of all work to be done to repair or rebuild, to a condition substantially the same as but not better than when new, the damage caused to your home by an incident.
Storm surge	The covering of normally dry coastal land by water as a result of wind and low atmospheric pressure caused by a storm.
Terrorism	Any act, or preparation in respect of action, or threat of action designed to influence any government of any nation or any political division of it, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government, and which: ▪ involves violence against one or more persons; ▪ involves damage to property; ▪ endangers life other than that of the person committing the action; ▪ creates a risk to health or safety of the public or a section of the public; or ▪ is designed to interfere with or to disrupt an electronic system.
Total loss	Your property is a total loss when: ▪ we pay the total sum insured or item limit; or ▪ your insured home and/or contents, specified contents items or specified valuables are lost or destroyed.

Unliveable	The home is unliveable if, due to an incident, any of the following circumstances occur: ▪ it is unsafe to live in; ▪ the disabled access and/or mobility handles and rails required by you and/or your family are damaged to the extent that they are no longer fit for purpose; ▪ it is not furnished such that it is comfortably habitable; ▪ it does not contain a functioning refrigerator and cooking appliance; ▪ it does not have functional bathroom facilities; ▪ it is not connected to the electricity supply; or ▪ it is not connected to hot and cold running water.
Unoccupied	A property is unoccupied in a period of 100 consecutive days if, during that period, the following did not happen: ▪ you, your family, or someone with your consent, slept and ate there for at least two consecutive nights in that 100 day period; and ▪ on those two nights each of the following circumstances applied to the property: – it was furnished such that it is comfortably habitable; – it contained at least one usable bed/mattress; – it contained at least one table or bench and a chair; – it contained a functioning refrigerator and cooking appliance; – it was connected to the electricity supply; and – it was connected to hot and cold running water. You may be asked to prove the occupancy of the property in the event of a claim. This may be supported by the usage of the utilities that are connected to the property. Sometimes we might ask for other evidence of occupancy.
We, our, us, insurer	Sure Insurance Pty Ltd ABN 72 624 109 128 AFSL 506378 trading as Castle Insurance. Certain Underwriters at Lloyd's, led by Canopius Managing Agents Ltd, Syndicate 4444.
Your family	Any member of your family who lives permanently with you, including your children and partner.
You, your, assured	The persons or entities named as Insured(s) on your Certificate of Insurance, except in the sections of your Policy where we say otherwise. If the insured noted on the Certificate of Insurance is a company or a company that is a trustee then 'you' also includes: ▪ in the case of a company - that company's directors and owners; and ▪ in the case of a company that is a trustee - that company's directors and owners and that trust's beneficiaries, if they normally live at the property address.

SECTION 1: WHAT 'HOME' AND 'CONTENTS' MEAN

HOME

Your Certificate of Insurance indicates whether your home is insured and the sum insured.

WHAT 'HOME' MEANS

Your 'home' is the dwelling used entirely or primarily as a place of residence at the Insured Address shown on the Certificate of Insurance.

'Home' includes the following:

(a) outbuildings, fixtures and structural improvements including in-ground swimming pools, tennis courts, in-ground spas, saunas, a fixed solar photovoltaic or hot water system, jetties and pontoons (limits apply) all of which are used for domestic purposes;

(b) fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings;

(c) services (whether underground or not) including but not limited to sewerage, water, electricity, gas and solar systems that are your property or which you are liable to repair or replace or pay the cost of their repair or replacement;

(d) landscaping, paved pathways and paved driveways, retaining walls, fences and gates entirely or partly at the Insured Address; and

(e) fixed water tanks, and water in tanks but only if there is no drinkable water supply available at the Insured Address.

(f) dishwashers that are built-in under bench or in a purpose-built cupboard;

(g) fixed electrical and gas appliances such as air conditioners, stoves, ovens, hotplates that are permanently wired or connected to the electricity or gas supply;

(h) fixed or floating floors.

HOME STRUCTURES WITH LIMITS

The most we'll pay to repair the following items is as specified below for each item or category.

	Maximum Limit
Fencing, gates and retaining walls	fencing, gates, retaining walls and other walls – up to 1,000 metres and to a maximum of 10% of the home sum insured or $50,000 whichever is the lesser; Where the fencing, gates, retaining walls and other walls are shared with a neighboring property, we will pay you the reasonable costs to replace your damaged items up to a maximum of 50% of the repair or replacement cost, up to 1,000 metres and to a maximum of 10% of the home sum insured or $50,000 whichever is the lesser.
Pontoons and/or jetties	$50,000

WHAT 'HOME' DOES NOT MEAN

'Home' does not include:

(a) carpets (whether fixed or not), curtains or internal blinds;

(b) earth or gravel pathways or driveways or other unpaved surfaces;

(c) (i) a hotel or motel;

(ii) community or public housing including nursing homes, guest houses, hostels, boarding houses, sharing houses, refuge houses, shelters, mixed occupancy houses, three-quarter houses, transitional/ recovery/ rehabilitation houses/centres, safe houses, halfway houses, farm stays, inns, commercially operated serviced apartments, resorts, rooming houses, dormitories, community housing, refuges, sober/sobriety housing, shelters, backpacker accommodation, barracks/service quarters, colonial accommodation, communes, or any other form of share/transient housing with shared facilities or similar venues for accommodation;

(iii) buildings of more than 4 flats, units or apartments;

(iv) a caravan (whether fixed to the Insured Address or not); or

(v) strata title, company title or community strata title units with respect to insuring the building, however we will insure contents contained within these units.

(d) any building used for any business or trade, except:

(i) where you have advised us of the business activities and we have agreed to continue cover, and the business details are noted on your Certificate of Insurance.

(ii) a dwelling used principally as a place of residence that also contains a home office;

(e) any building used in part or in full for business or farming activities including storage of stock, plant, machinery, equipment, farm machinery and farm consumables;

(f) a building in the course of construction;

(g) a building in the course of being demolished, or that is pending demolition;

(h) a temporary building or structure;

(i) trees, shrubs and any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch;

(j) water in tanks if there is a drinkable water supply available at the Insured Address such as mains water.

CONTENTS

Your Certificate of Insurance indicates whether your contents are insured and the sums insured. The total contents sum insured consists of:

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

Specified contents are items of particular value that you have individually listed as specified items and that are listed on the Certificate of Insurance under 'Contents, specified items'.

WHAT 'CONTENTS' MEANS

'Contents' means, items (a) to (g) below, while they are at the Insured Address, and which belong to you or your family or for whose loss or damage you or your family are legally liable.

Contents are:

(a) all household goods (including carpets whether fixed or not), personal effects, sporting and leisure equipment, cash, coins and negotiables (limits apply);

(b) articles of special value which you have listed on the Certificate of Insurance under 'Contents, specified items';

(c) if you live in a strata title building, the internal paint work, wallpaper and any fixture or structural improvement within or attached to that residence which the Body Corporate is not required by law to insure;

(d) if you are a tenant, landlord's fixtures and fittings for which you are legally liable and fixtures and fittings installed by you for your own use;

(e) any of the following equipment if it does not require registration:

(i) golf buggies;

(ii) motorcycles up to 125cc engine capacity;

(iii) domestic garden equipment; or

(iv) motorised wheelchairs and mobility scooters.

(f) canoes, kayaks, surfboards, surf-skis or sailboards, and any other watercraft up to:

(i) four metres in length; and

(ii) ten horsepower.

This means that if the watercraft is not a canoe, kayak, surfboard, surf-ski or sailboard and it is either longer than four metres, or is powered by a motor or engine that is greater than ten horsepower, it is not covered.

A watercraft motor:

(i) no more than ten horsepower; and

(ii) not attached to a watercraft; and

(iii) at the Insured Address,

will be treated by us as a watercraft accessory. If it is over ten horsepower, it is not covered by this Policy.

(g) furniture and equipment of an office used by you or your family in your own business in the home and tools and equipment used for earning income by you or your family.

CONTENTS WITH LIMITS

The most we'll pay on the following contents items is shown in the table below. You may obtain higher limits for (a), (b), (c), (f) or (g) (except for cash, gold or silver bullion) by having any of these items specified on your Certificate of Insurance as specified contents. Additional conditions may be imposed, for example, it may be required to keep items in a safe when not being used. We will pay up to the amount specified for each item.

Contents where a maximum limit applies	Maximum limit
(a) Works of art, pictures, tapestries, rugs.	$25,000 per item and in total 25% of the sum insured for unspecified contents.
(b) Items of jewellery, gold or silver articles, furs, watches.	$10,000 per item and in total 25% of the sum insured for unspecified contents.
(c) Collections of any kind.	$20,000 per collection and in total 25% of the sum insured for unspecified contents.
(d) Office equipment used by you or your family in your or their own business in the home.	$25,000 in total.
(e) Other equipment used by you or your family for earning income.	$7,500 in total including a maximum of $2,000 for business stock temporarily stored inside the home for a maximum period of 30 days.
(f) Accessories, or spare parts of motor vehicles (including motorcycles and motor scooters), caravans, trailers and watercraft not in or on the motor vehicle, caravan, trailer, or watercraft. We include motor vehicle keys, remote locking or alarm devices as accessories while they are not in or on the motor vehicle but we do not pay for any re-coding of devices or changing of vehicle locks.	$2,000 per item up to $4,000 in total.
(g) Cash, coins, negotiable instruments or bullion.	$1,500 in total.

Note: Where an item could be classified under more than one of the above maximum limits, (a) through to (g), the lower or lowest limit applies. For example, a piece of gold jewellery may be considered to be a work of art, however the jewellery limit would be applied.

WHAT 'CONTENTS' DOES NOT MEAN

'Contents' does not include:

(a) fish, birds or animals of any description;

(b) trees, shrubs and any other plant life including grass or lawns, or soil, bark or mulch (other than pot plants);

(c) any caravan or trailer;

(d) motorised vehicles other than those listed in point (e) under the heading 'What contents means';

(e) watercraft other than those listed in point (f) under the heading 'What contents means';

(f) aircraft, aerial devices or their accessories (other than a model aircraft or drone, or toy kites);

(g) accessories or spare parts, keys or remote locking or alarm devices of motor vehicles (including motorcycles and motor scooters), caravans, trailers, aircraft or watercraft while they are in, on or attached to the motor vehicle, caravan, trailer, aircraft or watercraft;

(h) photographic and video equipment and musical instruments or musical equipment used for earning any income;

(i) any property:

  (i) illegally in your possession;

  (ii) stored in a dangerous and illegal way; or

  (iii) any equipment connected with growing or creating any illegal substance.

(j) commercial or retail trade stock other than business stock temporarily stored inside the home for a maximum period of 30 days;

(k) any electrical, electronic or mechanical item that:

  (i) is broken;

  (ii) is no longer functional;

  (iii) has reached the end of its useful life; or

  (iv) cannot be used for its intended purpose,

  and which would:

  (i) have no intrinsic value and you would not receive more than scrap value were you to attempt to sell the item; and

  (ii) cost more to repair than its sale value once repaired, immediately before the time of an incident.

(l) your home or any part of your home

SECTION 2: COVER FOR YOUR HOME AND CONTENTS – ACCIDENTAL DAMAGE

WHAT YOU ARE INSURED AGAINST, AND WHAT YOU ARE NOT

You are insured against malicious damage, accidental loss or damage (including the Specified events listed below) to your home, contents or both at the Insured Address during the period of insurance.

There is also some extended cover provided for your contents under Additional benefit 1 – 'Cover for contents when away from the Insured Address', for when your contents are away from the Insured Address.

SPECIFIED EVENTS

'Specified events' means loss or damage directly caused by the following events:

(a) fire;

(b) lightning;

(c) thunderbolt;

(d) explosion;

(e) implosion;

(f) earthquake or tsunami ('tsunami' means a sea wave caused by a disturbance of the ocean floor or by seismic movement);

(g) subterranean fire;

(h) volcanic eruption;

(i) impact ('impact' means a collision of two or more objects);

(j) impact by an aircraft and/or other aerial devices and/or articles dropped from them;

(k) sonic boom;

(l) theft;

(m) breakage of glass;

(n) the acts of persons taking part in riots or civil commotion or of strikes or of locked-out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising;

(o) falling objects;

(p) water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes, however, where the source of the escape of liquid or leak is from a shower floor, shower base, shower cubicle or open shower area , caused by the failure of grouting, waterproof membranes, cracked tiles, sealant or other waterproofing, we will not pay to remove and reinstate waterproof membranes, grout, tiles, sealant or shower screens within the bathroom or shower room. But we will pay for damage to contents, and damage to rooms immediately within the vicinity of the bathroom or shower room that have suffered damage.

(q) storm, storm surge, tempest, rainwater, flood, wind, hail, tornado, cyclone or hurricane, freeze or weight of snow;

(r) power surge, confirmed by an appropriately qualified contractor.

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

Whether you have selected cover for your home, contents or both, is shown on your Certificate of Insurance.

There are some limits and exclusions described under 'Contents with limits', 'Claims' and 'General exclusions', which you must read.

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

You are insured against	But not
(a) Fusion of an electric motor. Fusion is the process of fusing or melting together of the windings of an electric motor following damage to their insulating material as a result of overheating caused by an electric current. We will pay the cost of rewinding the motor or replacing it. For refrigerators and air conditioning units, we pay for the replacement of refrigerant gas and refrigerant dryers, only if replacement of the refrigerant gas or dryer is made necessary because of the fusion.	Motors more than 15 years old from the date of purchase when new or more than 15 years old from the date of rewinding. The cost of repair or replacement of additional parts or service items, including worn or broken bearings or switches. Leakage of refrigerant gas and maintenance of refrigerant dryers. Lighting elements (for example, light bulbs or fluorescent tubes) or heating elements, solenoids, fuses or protective devices (for example a fuse or circuit breaker). Electrical contact points where sparking or arcing occurs during ordinary use. The cost of: ▪ retrieving, removing or replacing the pump section of pool or pressure pumps; ▪ retrieving or re-installing submerged or underground pumps or their driving motors; or ▪ hiring a replacement machine or appliance. Repairing or replacing: ▪ motors under manufacturers' guarantee or warranty; ▪ motors forming part of equipment used for earning any income by you or your family; ▪ parts in a radio, television, computer, microwave oven, sound recording and playing equipment, amplifying or transmitting device, electronic equipment, control panels or similar device or instrument; ▪ motors in a vehicle, personal mobility device or mobility scooter; ▪ electronic controllers or other electronics; or ▪ transformers.

You are insured against	But not
(b) Spoilage of food. If this Policy insures your contents, we will cover the reasonable cost to replace food and medicines that are contained in your fridge or freezer which are damaged and need to be thrown out following: (i) failure of the electricity supply; or (ii) mechanical or electrical breakdown.	Spoilage as a result of: ▪ a strike; ▪ an accidental or deliberate switching off of the power supply by you, your family or another person in your home with your consent; or ▪ a deliberate act of the power supply authority or company, unless such action is taken in the interest of public safety and it is as the result of the occurrence of a Specified event (a) to (q). If the power supply authority or company agrees to pay you compensation for the spoilage.
(c) Erosion, subsidence, landslide or earth movement but only if it is directly as a result of one of the following Specified events: (d) explosion; (e) earthquake or tsunami; (f) water and/or other liquid discharged; or (g) storm, storm surge, tempest, rainwater or flood and it occurs no more than 72 hours after the insured event.	Any other earth movement.

SECTION 3: COVER FOR YOUR LEGAL LIABILITY

WHAT YOU ARE COVERED AGAINST

If this Policy covers your home, or, if the home is a strata titled residence

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

(a) the death of, or personal injury to, any person;

(b) the loss of, or damage to, property,

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

In this section we include land, trees, shrubs and other plant life at the Insured Address as part of your home.

If this Policy covers your contents

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

(a) the death of, or personal injury to, any person;

(b) the loss of, or damage to, property,

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

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.

'Personal injury' means bodily injury, shock, mental anguish or mental injury.

Personal injury does not include the publication or utterance of a libel or slander, any defamation of character nor invasion or breach of privacy.

'Bodily injury' means physical bodily harm including sickness or disease, and any resultant required care, loss of services, loss of consortium or death.

ADDITIONAL BENEFITS — LIABILITY

The 'Motor vehicle liability' and 'Committee member of a social or sporting club' additional benefits apply only when you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence.

MOTOR VEHICLE LIABILITY

What we insure you against:

(a) We insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for:

  (i) the death of, or personal injury to, any person;

  (ii) the loss of, or damage to, property,

  arising from the ownership, custody, or use of:

  (iii) any vehicle which is a type that is not required to be registered by law;

  (iv) any personal mobility device, mobility scooter or motorised wheelchair; or

  (v) any domestic trailer not attached to any vehicle,

  resulting from an occurrence during the period of insurance.

(b) We also insure you or any member of your family against claims for:

  (i) death or personal injury caused by you or your family solely as a result of you or your family being passengers in a registered vehicle; and

  (ii) death or personal injury caused by any registered vehicle if the occurrence causing the death or personal injury takes place at the Insured Address,

  during the period of insurance.

When we do not insure you or your family

We do not insure you or your family:

(a) if you or your family are entitled to be wholly or partly insured by any compulsory statutory insurance or accident compensation scheme, or would have been, but for failure to register the vehicle or to apply for cover under the scheme or to comply with a term or condition of the scheme; or

(b) if you or your family are entitled to be wholly or partly protected by any other policy of insurance which specifically covers the vehicle (except where this exclusion would contravene section 45 of the *Insurance Contracts Act 1984* (Cth)).

COMMITTEE MEMBER OF A SOCIAL OR SPORTING CLUB

What we insure you against:

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

We will not pay if you receive any payment or remuneration of any kind for holding the position.

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

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

(a) any act or omission for which you or your family receive reimbursement from the sporting or social club; or

(b) any act or omission which is committed or alleged to have been committed prior to the period of insurance commencing or after it has ended.

LIABILITY COVER FOR THE INSURED ADDRESS CONTINUES FOLLOWING A HOME TOTAL LOSS

If your home is a total loss as the result of an insured event and your home Policy comes to an end, we will continue to provide you with this liability cover in relation to the Insured Address that your home formerly occupied until the earliest of:

- any construction commencing at the Insured Address;
- the sale of the Insured Address or any part of it;
- another policy that includes liability cover being taken out in relation to the Insured Address;
- the commencement of construction of a home to replace the insured home at another location; or
- six months from the date of the damage that caused the total loss.

WHAT YOU ARE NOT COVERED AGAINST

(applies to 'Section 3: Cover for your legal liability' and 'Additional benefits – Liability')

When we do not insure you or your family

We do not insure you or your family:

(a) against any liability caused by or arising directly or indirectly, out of or in connection with the actual or alleged use or presence of asbestos; or

(b) against fines, penalties, or punitive, aggravated, multiple or exemplary damages.

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

(a) any agreement, unless liability would have attached to you or your family if that agreement did not exist, or, unless the agreement is a lease agreement for your residential tenancy that complies with the relevant Residential Tenancies Act or similar;

(b) death of or personal injury to you or to any person who normally lives with you;

In this exclusion we consider that a person normally lives with you, if that person:

(i) has lived with you in your home as their primary residence for 60 days or more out of any 90 consecutive day period (irrespective of the commencement date of the Policy) during which there is an occurrence; or

(ii) has lived with you in your home and intends or intended to use your home as their primary residence for 60 days or more out of any 90 consecutive day period (irrespective of the commencement date of the Policy) during which there is an occurrence.

(c) death of or personal injury to anyone employed by you or by someone who lives with you if the death or injury arises out of their employment;

(d) damage to property belonging to you or any person who normally lives with you or to your or their employees;

(e) any workers' compensation legislation, industrial award or agreement, or statutory accident compensation scheme;

(f) the ownership, custody, or use of any lift (other than a lift that exclusively services your home, provided that your home is freestanding and solely occupied by you and your family), aerial device or aircraft (except model aircraft or drone or toy kites), aircraft landing area, boat exceeding four metres in length (except canoes, kayaks, surfboards, surf-skis or sailboards) or motorised watercraft in excess of ten horsepower;

(g) the conduct of any activity carried on by you or your family for reward except for letting the home for domestic purposes or babysitting on a casual basis;

Babysitting cannot be considered to be on a casual basis where:

(i) the babysitting is not of a casual nature;

(ii) any licence or other permission is required by any government body or public authority in order to legally conduct the babysitting;

(iii) the income derived from babysitting is the primary or only source of the household's income; or

(iv) there is a registered business associated with the babysitting.

This exclusion does not apply to a domestic garage sale provided:

(i) the garage sale is held at the Insured Address;

(ii) the goods sold belong to you or your family or immediate family members that do not live with you;

(iii) the goods sold are second hand domestic goods sold in domestic quantities;

(iv) the sale does not form part of any business, trade or profession;

(v) the goods sold at the garage sale by you or your family have not been purchased for the sole purpose of re-sale; and

(vi) you do not hold more than one garage sale per period of insurance (a garage sale over one weekend would be considered as one garage sale).

(h) vibration or the weakening of, removal of or interference with support to land, buildings or other property;

(i) building work, construction or demolition of a building, including the home if the value of the work exceeds $100,000;

(j) death or personal injury to any person arising out of pregnancy or the transmission of any communicable disease by you or your family;

(k) the ownership of land, buildings or structures other than the home insured by this Policy. If you have insured your contents only, then you are not covered for any legal liability arising from the ownership of any land, buildings or structures;

(l) loss, damage or injury intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family, unless the action was reasonable and to prevent or reduce loss, damage or injury to property or persons;

(m) the lawful seizure, confiscation, nationalisation or requisition of the property insured;

(n) destruction of or damage to property by any government or public or local authority;

(o) the ownership or use of any motor vehicle, other than under the cover given by the 'Additional benefit – Motor vehicle liability';

(p) any act or omission that is knowingly illegal, dishonest, fraudulent, wilful, malicious or done with reckless disregard for their consequences by you, your family or a person acting with the consent of you or your family.

(q) any claim for legal liability, that is caused by or arises from any business or income earning activities being conducted at the Insured Address. This exclusion does not apply if the activity is just the use of an office taking up less than 20% of the home.

WHAT WE WILL PAY

(a) We pay up to $30,000,000 for any one occurrence.

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

(c) In addition to this amount, we pay legal costs for which we have provided prior written approval.

SECTION 4: ADDITIONAL BENEFITS

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

We pay additional benefits 1 to 18 as part of the sums insured for home or contents, depending on the type of cover you have chosen.

1. COVER FOR CONTENTS WHEN AWAY FROM THE INSURED ADDRESS

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

We insure your contents anywhere:

- in Australia or New Zealand while you have temporarily removed them from the Insured Address; and
- in the rest of the world while you have temporarily removed them from the Insured Address, for a period of up to 100 consecutive days, in any one period of insurance.

We also cover any contents that you purchase anywhere in the world. If the purchased contents increase your total sum insured by more than $5,000 then you must advise us of your increased sum insured when you return home and pay any additional premium we require. All maximum limits will apply as set out under 'Contents with limits'.

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

(a) the following items:

(ii) contents in transit during a permanent removal from the Insured Address (other than as described in 'Additional benefit 10 – Contents being conveyed to your new residence');

(iii) contents permanently removed from the home (other than as provided in 'Additional benefit 8 – Change of Insured Address');

(iv) aircraft, aerial devices or equipment normally associated with them;

(v) property used in connection with a profession, trade or business;

(vi) motor vehicles (including motorcycles and scooters), caravans and trailers and their spare parts and accessories.

(b) the following items and their accessories or spare parts while they are contained in or on or attached to a tent, vehicle, watercraft, aircraft or in the open air:

(i) canoes, kayaks, surfboards, surf-skis, sailboards or other watercraft; or

(ii) ride on golf buggies and ride on mowers.

The maximum we pay for:

(i) jewellery, gold or silver articles, furs, watches;

(ii) collections of any kind; or

(iii) mobile phones or portable electronic equipment (including items such as laptops and hearing aids),

while they are temporarily removed from your Insured Address, is $10,000 per item, and, in total 25% of the unspecified contents sum insured, unless you have specified them and they appear on your Certificate of Insurance under the valuables option and you have paid any additional premium.

For items other than (i), (ii) and (iii) above, the maximum amount we pay for items while they are temporarily away from your Insured Address is subject to the maximum limits described under 'Contents with limits'.

We do not pay more under this additional benefit than if the items were lost or damaged at the Insured Address.

2. FEES

If this Policy insures your home, and:

- it is damaged as a result of an event insured under this Policy; and
- your claim is accepted,

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

3. ILLEGAL USE OF CREDIT CARD OR FINANCIAL TRANSACTION CARD

If this Policy insures your contents in your primary residence and a credit card or financial transaction card is lost or stolen, we pay up to $7,500 towards any legal liability you incur from its unauthorised use.

We do not pay if:

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

4. VISITORS' CONTENTS

If this Policy insures your contents in your primary residence, we also insure contents up to $5,000 in total belonging to any visitors temporarily living with you at the Insured Address for up to 30 consecutive days.

We do not pay:

- for visitors' contents that are insured under another policy taken out by someone other than you or your family; or
- for any cash or negotiable instruments.

5. REPLACEMENT OF LOCKS AND KEYS

We pay up to $3,000 to replace or alter locks and/or keys, if:

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

6. CHANGE OF INSURED ADDRESS

If this Policy insures your contents and you are moving into a new home within Australia, we insure your contents at both locations for a maximum of 60 days. The maximum we pay at each location will be the proportion of the sum insured that the value of the contents at that location bears to the total value of the contents at both locations.

You must tell us of your new address within 60 days of first moving to it. If you wish to insure your contents at your new address after that 60 days, we must agree to insure them at that address.

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

7. CONTRACTING PURCHASER

If this Policy insures your home, and you have entered a contract to sell the home, this Policy insures the purchaser:

- from when they become liable for any damage to the home until the contract is settled or terminated; or
- until the purchaser insures the home,

whichever happens first.

8. CONTENTS BEING CONVEYED TO YOUR NEW RESIDENCE

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

We insure your contents if they are damaged while they are in a vehicle being used to convey your contents. The damage must occur directly as a result of:

- theft from the conveying vehicle involving the use of violent force;
- fire on the conveying vehicle;
- collision and/or overturning of the conveying vehicle; or
- flooding of the conveying vehicle,

while your contents are in transit by land to:

- your new, principal place of residence; or
- a storage facility at which your contents or some of your contents will be temporarily located pending conveyance to your new principal place of residence,

within Australia.

We do not insure your contents:

- for removal to any residence other than one intended to be occupied by you as your principal residence;
- for damage to china, glass, earthenware or any other item of a brittle nature;
- for damage caused by scratching, denting, bruising or chipping; or
- outside Australia.

9. TREES, SHRUBS AND PLANTS

If you occupy the home insured by this Policy as your primary residence, we pay up to $1,500 for loss or damage to any one tree, shrub or plant up to $10,000 in total in any one period of insurance caused directly by malicious damage or any Specified event (a) through to (p), listed under Section 2 'What you are insured against, and what you are not'. We do not insure grass or lawn. We do not insure you for damage caused by storm, storm surge or flood, or any weather event included in Specified event (q), or any event that is not sudden, accidental and unforeseen. We only repair or replace trees, plants or shrubs that, as a direct result of the insured event, are so damaged that they die, are permanently disfigured or not recovered after being stolen.

10. VETERINARY EXPENSES FOR DOMESTIC CATS AND DOGS

If you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence, we pay the reasonable veterinary expenses incurred by you if your domestic cat or dog, normally kept at the Insured Address, is accidentally injured as a result of a road accident, fire, lightning or earthquake.

We will not pay:

- more than $1,250 in total in any one period of insurance;
- costs or expenses resulting from the physical loss, theft or death of an animal including but not limited to post-mortem, disposal, burial or cremation;
- routine elective or preventative veterinary treatment such as vaccinations, spaying or heartworm testing;
- for treatment of any pre-existing condition;
- for treatment of injury or illness arising from or connected with a sporting event, cat or dog show, business, occupation or commercial activity, including but not limited to guard dog services, commercial breeding, hire or renting out of the animal; or
- if the injured cat or dog was not registered and/or micro-chipped as required by any law or regulation made by any government or public authority.

11. TAXATION AUDIT

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

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

We do not pay or reimburse you for:

- any fines, penalties or shortfall in the amount of tax payable;
- any audit conducted in relation to criminal activity;
- any audit not commenced during the period of insurance;
- any fees incurred outside any statutory time limit;
- any fees incurred as a result of any fraudulent act or fraudulent admission or any statement made by you or on your behalf to a taxation officer which:
  - is false or misleading in a material particular; and
  - can be attributed to deliberate evasion or recklessness leading to a tax shortfall penalty or imposition of additional tax exceeding 25%.
- any audit conducted in relation to any facts or circumstances of which you were aware, or ought to have been aware, prior to the commencement of this Policy which were likely to lead to your making a claim under this Policy;
- any fees incurred in relation to any enquiries from the Australian Taxation Office which are not related to an identified intention to conduct an audit; or
- any fees in relation to any Self Managed Superannuation Fund (SMSF) audits.

12. LEGAL DEFENCE COSTS

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

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

We do not pay or reimburse for proceedings or claims:

- for or relating to fines, penalties, punitive damages;
- by family members including spouse, ex-spouse, partner, or ex-partner;
- for or relating to divorce, separation, child visiting, maintenance, property disputes;
- for or relating to dishonesty, intentional violence, misconduct;
- for or relating to defamation or slander;
- relating to facts or occurrences, occurring prior to the commencement of the Policy which you knew or ought to have known at the time of commencement of this Policy, would, or might, give rise to a claim;
- initiated, threatened or commenced prior to the commencement of this Policy;
- under or relating to any workers' compensation legislation, industrial award or agreement, statutory accident compensation scheme or compulsory third party insurance; or
- which could have been made under 'Section 3: Cover for your legal liability' if you had chosen to insure your home (if you own it) or your contents.

13. WAIVER OF EXCESS IF YOUR PROPERTY IS A TOTAL LOSS

You are not required to pay an excess if your claim is accepted as a result of damage that renders your home, contents or both a total loss.

14. MONITORED ALARM ATTENDANCE AFTER THEFT

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

- there is evidence of forcible or violent entry;
- the theft or attempted theft is not committed by any person who is living at the Insured Address; and
- you report the incident to police as soon as reasonably practicable after the theft or attempted theft occurred.

We do not pay:

- for any false alarms;
- where there is no evidence of a theft or an attempted theft; or
- more than $2,500 in any period of insurance.

15. REPLACEMENT OF DOCUMENTATION

If this Policy insures your contents in your primary residence, we will pay up to $2,500 for the reasonable costs to replace the following documentation directly damaged as the result of an event insured under this Policy that has caused a claim that has been accepted:

- title deeds;
- birth certificates;
- marriage certificates;
- passports;
- drivers Licences; and
- proof of age cards.

16. NEW REPLACEMENT RESIDENCE – TEMPORARY COVER

If this Policy insures your home, we will provide cover for the carpets, curtains, internal blinds and other contents items included in the sale contract of a residential building when you purchase it, for a maximum of 42 days from the date you sign a contract of purchase. The amount of cover provided is limited to the sum insured on your home shown on your Certificate of Insurance. We only provide this cover when the residential building you have purchased is becoming your new primary residence.

17. BUILDING MATERIALS

If this Policy insures your home, which is your primary residence, we will pay up to $2,000 in any one period of insurance if your unfixed building materials are lost or damaged at the Insured Address due to an insured event covered by this Policy. Cover only applies to building materials intended to be used for repairs, alterations or additions to your home at the Insured Address. We do not insure soil, sand, gravel, bark or mulch or any similar materials. We do not cover any gas or electrical appliances unless they are in a locked and fully enclosed building where those items are not visible from the outside of the building.

18. IDENTITY FRAUD

If this Policy insures your contents in your primary residence and your identity is stolen by someone knowingly using your personal details without lawful authority for fraudulent use and/or financial gain, we will pay up to $5,000 per period of insurance for your costs and expenses incurred to restore your identity from its unauthorised use. Our liability under this additional benefit 18 is limited to:

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

We will not pay any claim where the identity theft:

- is caused by:
  - you or your collusion;
  - your family or their collusion;
  - an ex-partner; or
  - someone who normally lives with you.
- arises out of:
  - you or your family committing an illegal or dishonest act;
  - you breaching any security requirements or conditions imposed by any financial institution, such as in relation to your password or personal identification number or personal access number; or
  - business interruption in relation to any business.

Claims are only payable under this additional benefit 18 if:

- you are an Australian resident;
- the identity fraud occurs within Australia; and
- all losses and expenses are incurred within Australia.

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

We will pay additional benefits 19 to 28 over and above your sum insured for home or contents, depending on the type of cover you have chosen.

19. REMOVAL OF DEBRIS

If this Policy insures your home, and:

- it is damaged as a result of an event insured under this Policy; and
- your claim is accepted,

we will pay an amount up to a maximum of 20% of the home sum insured shown on your Certificate of Insurance, for the cost of demolition and removal of debris from the Insured Address to the nearest authorised facility.

If the damage is caused directly by a fallen tree that has, as a result of the insured event, become debris, we will remove the tree from the Insured Address. We will remove a standing tree or branch that formed part of the tree that caused the insured damage only if:

(a) the remaining tree or branch is unsafe;

(b) the remaining tree or branch only became unsafe as a direct result of the event covered under this Policy causing damage to the tree; and

(c) all necessary approvals have been obtained and removal of the tree or branch would not result in a breach of any laws, by-laws, regulations or contractual obligations.

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

(a) all necessary approvals have been obtained and removal of the stump would not result in a breach of any laws, by-laws, regulations or contractual obligations; and

(b) not removing the stump would interfere with repairing or replacing the damaged part of the home required to settle your claim.

If this Policy insures your contents, and:

- they are damaged as a result of an event insured under this Policy; and
- your claim is accepted,

we will pay an amount up to a maximum of 20% of the contents sum insured shown on your Certificate of Insurance.

20. EXTRA COSTS OF REINSTATEMENT

If this Policy insures your home, and it is damaged as a result of an event insured under this Policy, and your claim is accepted, we pay the extra costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your home at the Insured Address.

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

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

The maximum we will pay under this Additional Benefit is 10% of the home sum insured shown in your Certificate of Insurance.

21. TEMPORARY ACCOMMODATION

We pay the following benefit if your insured property is so damaged by an Insured event, that it is unliveable.

If this Policy insures your home

We pay up to $20,000 or 20% of the sum insured for your home, whichever is the highest, for the additional cost of:

- reasonable temporary accommodation;
- emergency storage of your contents; and
- emergency accommodation of your pets,

where the home is your principal place of residence.

If this Policy insures your contents

We pay up to $20,000 or 20% of the sum insured for your contents, whichever is the highest, for the additional cost of:

- reasonable temporary accommodation;
- emergency storage of your contents; and
- emergency accommodation of your pets,

where you are a tenant or strata title owner permanently residing in the insured property.

We will discuss with you your particular needs if, because of a catastrophe, there is no suitable accommodation available at a reasonable cost.

Forced evacuation by government authority

If this Policy insures your:

(a) home; or

(b) contents, and you are a strata title owner or tenant;

where the home is your principal place of residence, and the insured property cannot be lived in because of:

- damage to a home, strata title property, road or street caused by an event covered by this Policy;
- a burst water main;
- a bomb threat or bomb damage;
- a riot;
- a lift malfunction at the Insured Address (and you have a medical certificate stating you must use a lift); or
- emergency services or a government authority refusing you access to your insured property, or evacuating you for safety reasons due to the immediate threat of physical damage to your insured property caused by an event covered by this Policy,

we will pay:

- if you own and live in the insured property: the reasonable temporary accommodation costs for you and your pets that you normally keep at your Insured Address; or
- if you are a tenant: any reasonable extra rent costs, over and above the amount for which you were renting the insured property, for temporary accommodation for you and your pets that you normally keep at your Insured Address,

for up to 60 days from when the incident occurred.

22. AUTOMATIC REINSTATEMENT OF SUM INSURED

This benefit applies to the sums insured for home and unspecified contents as shown on your Certificate of Insurance.

Following payment of a claim, other than for a total loss claim, your sum(s) insured will remain unchanged unless you request otherwise.

23. INFLATION ADJUSTMENT

This benefit only applies to the home and contents sums insured as shown on your Certificate of Insurance.

During each period of insurance we increase the home and contents sums insured by 0.5 of 1% of the relevant sum insured shown on your current Certificate of Insurance per month until the next renewal date.

24. COMPENSATION FOR DEATH

If this Policy insures your contents in your primary residence, we pay up to $15,000 to the legal representative of the deceased person:

- in the event of death of you or a member of your family normally living with you which occurs as a direct result of physical injury caused by an event at the Insured Address; and
- if the event that caused the death also caused damage for which a claim has been accepted.

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

25. MODIFICATIONS TO THE HOME

If you occupy the home insured by this Policy as your primary residence, or this Policy insures your contents in your primary residence, and as a direct result of an event occurring at the Insured Address for which a claim has been accepted:

- you; or
- a member of your family normally living with you,

permanently become a paraplegic or quadriplegic, we pay up to $25,000 for the cost incurred by you in modifying your home or in relocating you to a suitable home.

By the terms ‘paraplegic’ and ‘quadriplegic’, we mean paraplegia and quadriplegia that continues for a period of 12 months and for which there is a prognosis made by a qualified and registered medical practitioner that it will continue for an indefinite period.

26. LEGAL COSTS OF DISCHARGING A MORTGAGE

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

27. LOCATION COSTS DUE TO SPECIFIED EVENT (P) WATER AND/OR OTHER LIQUID DISCHARGED

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

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

28. ENVIRONMENTAL UPGRADE BENEFIT

If this Policy insures your home

If your home is assessed as a total loss as the result of an insured event, and we rebuild your home, we will pay up to a maximum of $5,000 of the cost to you, after the deduction of any rebate to which you are entitled under any government or council scheme to install any of the following:

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

A rainwater tank includes the tank and necessary pump, wiring, foundations, stand, pipes and installation costs.

A solar power system includes any photo-voltaic or solar panels and necessary water tank, pump, wiring, supporting framework, inverter, electricity meter, ducting, pipes and installation costs.

A hot water heat exchange system includes the heat exchange system and necessary wiring, stand, pipes and installation costs.

A grey water recycling system includes the recycling system, wiring, pipes and installation costs.

If this Policy insures your contents

If a claim has been accepted for one of the following items:

- refrigerator;
- freezer;
- washing machine (but not clothes dryer); or
- dishwasher,

it is a total loss, and it had an energy star rating of less than three stars, then we will replace the item with an equivalent item that has an energy rating of at least three stars.

If a claim has been accepted for a clothes dryer, it is a total loss, and it had an energy star rating of less than two stars, then we will replace the item with an equivalent item that has an energy rating of at least two stars.

SECTION 5: OPTION YOU CAN CHOOSE FOR AN ADDITIONAL PREMIUM

This option may be obtained on application, and for an additional premium.

VALUABLES

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

- anywhere in Australia or New Zealand; and
- for up to 100 consecutive days in any one period of insurance, anywhere in the world,

against loss, theft or damage to specified valuables items including:

(i) jewellery, gold or silver articles, furs, watches;

(ii) collections of any kind; or

(iii) mobile phones or portable electronic equipment (including laptops, electronic tablets and hearing aids).

This Policy automatically covers these items (i), (ii) and (iii) while they are temporarily removed from the Insured Address under additional benefit 1, up to $10,000 per item, and, in total 25% of the unspecified contents sum insured (subject to the maximum limits in the table under 'Contents with limits'). However, if you wish to insure items while they are temporarily removed from the Insured Address for amounts greater than this, then you need to select and pay for this specified valuables option and specify each item.

You can also select specified valuables cover for other portable items that have maximum limits in the table in the section 'Contents with limits'.

Please note: Contents other than (i), (ii) or (iii) above and those that do not have a maximum limit do not need to be insured under this specified valuables option. There is no unspecified valuables option under this Policy, as it is made unnecessary because of the cover provided under additional benefit 1.

Your Certificate of Insurance indicates whether you have chosen this valuables option. If you select specified valuables, then you must specify each item you wish to insure as a specified valuable and provide valuations and/or receipts, if we tell you that this is required.

There are some limitations below and under 'General exclusions', which you must read.

What we do not insure

The following items are not covered under this valuables option:

- cash, gold bullion, silver bullion, negotiables or financial transaction cards;
- unset precious or semi-precious stones; or
- items being cleaned, repaired, restored, or on exhibition away from the Insured Address.

How much we will pay for loss or damage

The most we'll pay is up to the sum insured shown on the Certificate of Insurance against the item, less any applicable excess(es).

SECTION 6: GENERAL EXCLUSIONS

INTENTIONAL, RECKLESS OR FRAUDULENT ACTS

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with, any intentional, reckless or fraudulent acts or omissions by:

- you or your family;
- anyone acting with the express or implied consent of you or your family; or
- anyone who owns the home or contents insured under this Policy to any extent.

ILLEGAL ACTIVITY

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with, any illegal activity you or your family are involved in, including but not limited to:

- you or your family illegally keeping explosives, flammable or combustible substances at the Insured Address;
- hazardous materials if they are not stored, used or disposed of legally and in accordance with the manufacturer's directions;
- weapons, firearms and ammunition if they are not stored and used legally;
- model aircraft or drones being used illegally or in breach of any law, regulation, rule, legal or safety requirement of the Civil Aviation Safety Authority (CASA), other government authority, local council or club; or
- the illegal supply of drugs or alcohol.

BUSINESS ACTIVITIES AT THE INSURED ADDRESS

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by or arises from any business or income earning activities being conducted at the Insured Address.

This exclusion does not apply if:

- Damage occurs to the home or contents where the business or business activities have been fully disclosed to us, and we have accepted your insurance and the details of the business and business activities are shown on your Certificate of Insurance;

But, we will not cover you for any claim for legal liability, that is caused by or arises from any business or income earning activities being conducted at or from the Insured Address unless the activity is just the use of an office taking up less than 20% of the home;

Doing office work in a home office, including working from home for your employer, is not considered to be a business or income earning activity.

REASONABLE ACTIONS AND PRECAUTIONS

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, to the extent that it is caused by or arises from you or your family:

- not taking reasonable care to protect and maintain the insured property;
- not taking reasonable steps to minimise the cost of any claim under your Policy; or
- not complying with all laws relating to the safety of a person or property.

CONDITION OF YOUR HOME

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability caused by or arising from:

- your failure to fix:
  - a defect;
  - a structural fault;
  - a design fault; or
  - faulty workmanship,

  as soon as is reasonable after you become aware of it, or a reasonable person in the circumstances would have become aware of it;
- your failure to fix damage that existed prior to the incident or occurrence as soon as is reasonable after you become aware of the damage, or a reasonable person in the circumstances would have become aware of it; or
- your home not being structurally sound, watertight, secure, well maintained and in a good state of repair, for example where:
  - gutters overflow and cause water damage due to a build–up of leaves or other debris; or
  - wind, rain or hail entering the home due to part of the roof being rusted through.

However, this 'Condition of your home' exclusion applies only to the extent that the relevant claim or loss, damage, injury or death, cost or legal liability is caused by, arises from or is made worse by one or more of the above circumstances, and you knew or a reasonable person in the circumstances would have known that the relevant condition of the home may cause, give rise to or make worse the claim or loss, damage, injury or death, cost or legal liability.

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability caused by or arising from renovations, alterations, additions or repairs undertaken or authorised by you, where you were aware or a reasonable person in the circumstances would have been aware that the work did not comply with building laws or regulations.

There is no cover under any section of your Policy for any:

- wear, tear, depreciation, rust, oxidisation, corrosion, fading;
- defect, structural fault, design fault or faulty workmanship;
- rising damp, seepage, mould, mildew, rot;
- gradual deterioration due to action of light, air, sand, sea salt, water, or atmospheric or climatic conditions;

  For example, the gradual weathering of brick, mortar or concrete or the breakdown of grouting or tile adhesive over time.
- damage caused by storm, storm surge, rainwater, flood or wind to retaining walls, gates and fences that you were aware, or a reasonable person in the circumstances would have been aware, were:
  - in a poor or damaged condition before the incident; or
  - installed or constructed incorrectly.
- damage caused by water, rain, wind, hail or debris entering your buildings through an opening in any part of your home made for the purpose of alterations, additions, renovations or repairs;
- damage caused by water or wind to external paintwork, treated surfaces or finishes where that's the only damage that occurs to that part of the home;
- cost of removing residue deposited by wind and/or rain on your home, such as dust or sand; or

There is no cover for any cost to repair or replace any part of a shower recess or shower base such as tiles, grouting, or any membrane or waterproofing if any damage is caused by, results from or arises out of any water discharging and/or overflowing and/or leaking from a shower base, shower floor, shower walls, open shower area, or shower screen due to defective waterproof membrane, grouting, cracked tiles or other waterproofing including sealants.

CONSTRUCTION WORKS

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by or arises from buildings under construction or undergoing renovations, alterations, additions or repairs that:

- involve removal of any part of the roof or an external wall; or
- impact the structure of a building such as removing or changing supporting walls, underpinning, foundations or piers.

If you are removing the roof (except if the roof is fully reinstated within 24 hours of the commencement of its removal), or removing or changing supporting walls, underpinning, foundations or piers in a residential building at the Insured Address, we will cancel your Policy and return any unused premium to you.

LOSS OR DAMAGE INDIRECTLY RELATED TO YOUR CLAIM

This Policy only covers claims, losses and costs directly related to damage from an insured event (such as the costs of repair or replacement) unless additional cover is specifically stated. Any other claims, losses and costs that are not directly related to damage from an insured event are not covered, such as but not limited to:

- additional travel costs because your home is unliveable due to an incident;
- any decrease in the value of your land;
- any diminished value of your property after it's been repaired;
- any intangible losses including intellectual or sentimental value;
- the cost of hiring a replacement machine or appliance;
- loss of income, loss of profits or costs arising from any business interruption;
- medical expenses; or
- compensation for your or your family's stress or anxiety, inconvenience or loss of time.

However, if the claim is covered under 'Section 3: Cover for your legal liability', and you are ordered by a court or required by a settlement made in accordance with this Policy to pay for a third party's indirect losses, we will cover those indirect losses.

OTHER LOSS OR DAMAGE

There is no cover under any section of your Policy for any claim, loss, damage, cost, injury, death or legal liability, that is caused by or arises from:

- an event occurring outside the period of insurance;
- action of the sea;
- earth movement except where it occurs within 72 hours of, and as a direct result of, the following Specified events:

  (d) explosion;

  (f) earthquake or tsunami;

  (p) water and/or other liquid discharged; or;

  (q) storm, storm surge, tempest, rainwater or flood.
- hydrostatic pressure;

  For example, if you empty your swimming pool or spa, the pressure exerted on it by water in the surrounding water table due to heavy rain, can cause it to move, warp or lift out of the ground.
- mechanical, electronic or electrical breakdown other than as described under the event 'Fusion of an electric motor', as the result of a lightning strike under Specified event (b), or as the result of power surge to domestic appliances under Specified event (r), however, we will cover resultant damage to the extent it's covered under the Specified event (a) fire, and the event 'Spoilage of food' (under 'Section 2: Cover for your home and contents – Accidental damage');
- insects, vermin or rodents, however, we will cover resultant damage to the extent it's covered under the Specified events (a) fire or (p) water and/or other liquid discharged (under 'Section 2: Cover for your home and contents – Accidental damage');

For example, we will cover damage caused by (a) fire due to a rat chewing through an electrical wire.

- any gnawing, biting, chewing, pecking, clawing, scratching or in any way soiling or polluting:
  - your contents outside the home;
  - any exterior part of your home;
  - within the roof cavity or an enclosed crawl space or storage cage; or
  - by any animal kept by you or your family at the Insured Address.
- roots of trees, plants or shrubs, however, we will cover resultant damage to the extent it's covered under the Specified event (p) water and/or other liquid discharged (under 'Section 2: Cover for your home and contents – Accidental damage');

  For example, we will cover damage due to (p) water escaping from pipes damaged by tree roots.
- a process of cleaning by you or your family:
  - using any chemicals other than domestic household chemicals (domestic household chemicals include products that can be purchased from a supermarket or department store); or
  - where domestic household chemicals have been used but not in accordance with the manufacturer's directions for use.
- or in connection with any contagious or communicable disease;
- or in connection with:
  - an unauthorised or malicious act, software, coding or instructions;
  - a threat, hoax, scam or fraud;
  - programming or operator error; or
  - outage,

  affecting the use, integrity, security, operation, storage of, or access to, data, information, a computer, system, device, appliance, equipment, software, hardware, back-up facility or a component of or attachment to any of these, regardless of time or place.

  Examples of what are not covered under your Policy:
- loss, damage, destruction, distortion, erasure, corruption or alteration of, or loss of access to, or interference with, data on a computer or access to an internet service, due to malicious software or a cyber-attack, including but not limited to viruses, worms, Trojan Horses, back doors, logic bombs, trap doors, denials of service, ransomware or any computer hacking;
- unauthorised access to or copying of personal information via the internet or mobile phone network;
- unauthorised access to, or interference with the operation of, an appliance or device via the internet, Wi-Fi or Bluetooth; or
- unauthorised access to your computer or device provided by means of a scam, or connection of a storage or other device affected by malicious software.

  However, you will still have cover for physical damage to your property insured under your Policy caused by a Specified event such as fire.
- fees payable in relation to:
  - repairing or rebuilding any part of your home where you were aware or a reasonable person in the circumstances would have been aware that they were illegally constructed (you will be considered 'aware' if the illegal construction has been identified in any report received by you or as a result of any enquiries made by you, for example during the course of the purchase or conveyance of the property); or
  - a notice served on you by a statutory authority before the incident took place.
- changes in a right, title or interest in your property, for example due to a transfer, agreement or adverse possession.

There is no cover under any section of your Policy for any:

- damage covered under a manufacturer's or a supplier's guarantee or warranty (whether express or implied by law);

- damage to your property while it's being cleaned, repaired, restored or altered by someone other than you or your family;
- damage to glass that is designed to be exposed to heat, in the ordinary course of its use including glass in:
  - fireplaces and heaters; or
  - oven doors, stove tops or other cooking surfaces.
- damage to an item designed to be exposed to or generate heat, caused in the ordinary course of its use, such as a fireplace, a clothes iron or a cooking or heating appliance, where that's the only damage that occurs.

There is no cover for loss of or damage to:

- sporting equipment while in use or play;
- bicycles or personal mobility devices while they are being used for any competition including racing, pace-making, hill climb or time trials;
- the wheels, tyres or rims of bicycles or personal mobility devices if they are damaged whilst being ridden; or
- the appearance of the bicycle or personal mobility device caused whilst it is being ridden, such as scratching, denting, chipping or defacing. This does not include damage that materially affects the performance of the bicycle or personal mobility device.

OPERATION OF LAW, WAR, NUCLEAR MATERIAL OR TERRORISM

There is no cover under any section of your Policy for any claims, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with:

- compulsory acquisition, lawful seizure, confiscation, nationalisation, requisition, repossession or other similar operation of law;
- invasion, acts of foreign enemies, hostilities, war or war–like operations (whether war be declared or not), or civil war;
- mutiny, civil commotion assuming the proportions of, or amounting to, a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;
- a nuclear weapon, the use, existence or escape of nuclear fuel, waste, radiation or material, or nuclear fission or fusion; or
- any act of terrorism involving biological, chemical, nuclear or radioactive pollution, contamination or explosion.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

SANCTIONS LIMITATION AND EXCLUSION

Sanctions Suspension Clause

It is a condition of this (re)insurance, and the (re)insured agrees, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the (re)insurer would expose that (re)insurer to any sanction, prohibition or restriction under any:

- United Nations' resolution(s); or
- the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as the (re)insurer would no longer be exposed to any such sanction, prohibition or restriction.

LAWS IMPACTING COVER

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is unlawful for us to do so.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

This Policy does not cover:

- loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, or
- any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

COMMUNICABLE DISEASE ENDORSEMENT

This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- for a Communicable Disease, or
- any property insured hereunder that is affected by such Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

MICROORGANISM EXCLUSION (ABSOLUTE)

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

- mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

PROPERTY CYBER AND DATA EXCLUSION

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

- Cyber Loss;
- loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

DEFINITIONS

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

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

Cyber Incident means:

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

Computer System means:

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

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

SECTION 7: GENERAL CONDITIONS

There are conditions set out in this 'General conditions' section, in the 'Claims' section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- refuse to pay your claim or reduce what we pay for your claim; and/or
- cancel your Policy.

BURGLARY PROTECTION

If we have agreed to insure your contents only if burglary protection devices are installed, then this will be shown on your Certificate of Insurance.

If any of these devices are removed, altered, or left inoperative while you are absent from the Insured Address, without our prior consent, we may have the right to:

- decline; or
- reduce,

a claim to which this action contributes.

Please see your Certificate of Insurance for details.

ASSISTANCE AND CO-OPERATION

You must provide reasonable assistance to us, including:

- being truthful and frank at all times;
- providing us with relevant information and documents we ask for, such as proof of purchase or repair quotes, if needed;
- telling us as soon as reasonably practicable if you've been contacted by someone about an incident, such as another insurer or a third party's lawyer;
- attending one or more interviews about the claim if we ask you to;
- appearing in court, giving evidence or providing a formal statement, if needed;
- making your property available for us to inspect or examine; and
- responding to our requests as soon as reasonably practicable.

If you don't cooperate in any of these ways, it may delay your claim, or we may reduce or refuse to pay your claim.

At all times you must refrain from behaving in a way that's improper, hostile or threatening towards us, our representatives, our suppliers or third parties involved in an incident. Such behaviour may result in our not inviting you to renew your Policy when it expires.

AUSTRALIAN TERRORISM AND CYCLONE ACT 2003 NOTICE

The Underwriters have treated this Insurance (or part of it) as an Insurance to which the Australia Terrorism and Cyclone Insurance Act 2003 (ATACIA) applies.

ATACIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Terrorism exclusion to which this Insurance is subject shall not apply to any "eligible terrorism loss" as defined in ATACIA.

Any coverage established by ATACIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATACIA. The Terrorism exclusion to which this Insurance is subject applies in full force and effect to any other loss and any act or event that is not a "declared terrorist incident".

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged.

If any or all of the Underwriters have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Underwriters will not be liable for any amounts for which they are not responsible under the terms of ATACIA due to the application of a "reduction percentage" as defined in ATACIA which results in a cap on the Underwriter's liability for payment for "eligible terrorism losses".

SEVERAL LIABILITY CLAUSE

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

FRAUDULENT CLAIMS CLAUSE (AUSTRALIA)

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Assured or anyone acting on the Assured's behalf to obtain any benefit under this Policy, or if any loss hereunder be occasioned by the wilful act or with the connivance of the Assured, the Underwriters, without prejudice to any other right(s) they might have under this Policy, shall be entitled to refuse to pay such claim.

ASBESTOS ENDORSEMENT

(a) This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

- fire; explosion; lightning; windstorm; hail; direct impact of vehicle, aircraft or vessel; riot or civil commotion, vandalism or malicious mischief; or accidental discharge of fire protective equipment.

This coverage is subject to each of the following specific limitations:

- The said building or structure must be insured under this Policy for damage by that Listed Peril.
- The Listed Peril must be the immediate, sole cause of the damage of the asbestos.
- The Insured must report to Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Underwriters more than 12 (twelve) months after the expiration, or termination, of the period of insurance.
- Insurance under this Policy in respect of asbestos shall not include any sum relating to:

- any faults in the design, manufacture or installation of the asbestos;
- asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

(b) Except as set forth in the foregoing Section (a), this Policy does not insure asbestos or any sum relating thereto.

TELL US WHEN THESE THINGS CHANGE

You must tell us as soon as reasonably practicable if any of the information on your Certificate of Insurance is incorrect or has changed.

Things you must tell us	If you have home cover	If you have contents cover
You move house.	✓	✓
You're planning construction work including renovations, alterations, additions or repairs at the Insured Address.	✓	✓
Your home will be unoccupied for any period longer than 100 consecutive days.	✓	✓
The occupancy of your home changes, for example, you plan to rent all or part of it out to boarders or tenants.	✓	✓
You start operating a business or generating a regular income from the Insured Address other than a home office taking up less than 20% of the home. Note: Doing office work in a home office, including working from home for your employer, is not considered to be operating a business.	✓	✓
You add or change mortgage lenders.	✓	X
You want to increase your sum(s) insured.	✓	✓
You want to add specified contents or valuables or increase any specified limit.	X	✓

If you don't tell us, we may reduce or refuse to pay a claim.

When you tell us about something that has changed or request a change to your Policy, we will assess the change to the risk in accordance with our underwriting rules and processes.

CHANGES TO YOUR COVER

If you request any change to cover (e.g. you choose to add the optional cover or you increase your sum(s) insured) then, if we agree to the change, we will issue a new Certificate of Insurance and ask you for any additional premium. If an additional premium is required, the change will only be effective when:

- if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
- you have paid the additional premium by the due date we give to you.

If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the latest contact details you provided us. If we don't receive payment of the additional premium owed, the change will not be effective and we will confirm this by issuing a replacement Certificate of Insurance.

If you request any change to cover and we don't agree to the change, then we will let you know and the Policy will continue unchanged.

CHANGES TO YOUR CIRCUMSTANCES

Contact us to discuss potential changes in circumstances when you know the details of the timing and nature of the changes before they happen, to find out in advance whether we will be able to continue to insure your home and/or contents.

If you tell us about a change in your insured property's address then we will consider it under our underwriting rules and processes, and depending on the underwriting assessment:

- if we do not agree to the change then we will cancel your Policy and refund the unused portion of the premium.

Changes of these kinds sometimes alter the risk to us in such a significant way that it is no longer within our underwriting rules, and we would not have issued the Policy if the request had been made before the start of the Policy.

- if we agree to the change, we will issue a new Certificate of Insurance and ask you for any additional premium, inform you of any change in terms, and any additional applicable excess(es). If an additional premium is required, the change will only be effective when:
  - if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
  - you have paid the additional premium by the due date we give to you.

If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the latest contact details you provided us. If we don't receive payment of the additional premium owed, then we will cancel your Policy. We will use the latest contact details you provided us to notify you of the cancellation date.

If you tell us about any of the following changes then we will cancel your Policy and refund any unused portion of the premium:

- you are removing the roof (except if the roof is fully reinstated within 24 hours of the commencement of its removal), or removing or changing supporting walls, underpinning, foundations or piers in a residential building at the Insured Address;
- you start operating a business or generating a regular income from the Insured Address other than a home office taking up less than 20% of the home (doing office work in a home office, including working from home for your employer, is not considered to be operating a business); or
- the occupancy of your home changes to an occupancy that cannot be accepted.

If you tell us about a change in mortgage lender we will note them on the Certificate of Insurance.

If you tell us about any other change, we will consider it under our underwriting rules and processes at the time.

INTERESTS IN THE POLICY

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

Any person whose interests you've told us about and we've noted on your Certificate of Insurance is bound by the terms of your Policy in relation to any claim they make.

If you have used all or part of your home or contents as security for a loan from a lender, we may pay the lender all or part of the payment made when settling your claim. For more information, see 'Lender's rights'.

UNOCCUPANCY

If your home is unoccupied for more than 100 consecutive days, you must tell us.

If we agree to continue your cover, we will advise you in writing and we may impose conditions or exclusions.

Our agreement will take the form of an endorsement. We will send you a Certificate of Insurance to confirm your Policy has been extended to insure you for a greater period of time.

If you do not tell us that your property has or will be unoccupied for a period in excess of 100 consecutive days, and obtained our prior written agreement, an additional excess will apply. Refer to the 'Excesses' section.

SECTION 8: CLAIMS

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

WHAT YOU MUST DO AFTER AN INCIDENT

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

- take all reasonable precautions to prevent further loss, damage or liability;
- notify the police as soon as reasonably practicable if any of your property is lost, stolen, or maliciously or intentionally damaged and provide details of the report to us. We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss;
- tell us or your financial services provider as soon as reasonably practicable. You will be provided with a claim form and advice on the procedure to follow;
- supply us with all relevant information we reasonably require to settle or defend the claim; and
- notify us of any other insurance covering the same loss, damage or liability.

In an emergency outside normal business hours you may call our emergency service on **1300 265 735** for assistance.

If in doubt at any time, call us or your financial services provider for advice.

WHAT YOU MUST NOT DO AFTER AN INCIDENT

We reserve the right to reduce your claim payment if your actions after an incident increases the loss or liability. If your actions prevent us from recovering a claim payment from another person who would be liable to you for a loss or liability that you suffer, then we may refuse to pay your claim. To avoid your claim being delayed, reduced or refused you must not:

- admit fault or liability, except in a court or to police. Call us if you would like guidance;
- offer or negotiate to settle a claim against you;
- unnecessarily delay notifying us of the incident;
- enter into any agreement with anyone else which could limit the amount that could be recovered from them;
- agree not to seek compensation from any person liable to compensate you;
- authorise repairs to or arrange replacement of any of the property insured in connection with any claim without our consent (which will not be unreasonably withheld), other than emergency repairs necessary to prevent further loss. If your claim is accepted, we will pay for these repairs, but you must retain all receipts; and
- dispose of damaged items unless we've first agreed to this. This is so we can establish the cause or extent of the damage to quickly and accurately assess your claim. Call us if you would like guidance including where there is hazardous material present.

HOW WE SETTLE YOUR CLAIM

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

HOW WE SETTLE HOME CLAIMS

We'll normally pay our supplier the necessary and reasonable cost to repair, replace or rebuild the damaged parts of the home to a condition substantially the same as, but not better than, when new. Where this happens, you'll receive our 'Guarantee on home repairs'.

If you don't use our supplier

We will pay you the reasonable cost to repair, replace or rebuild the damaged parts of your home to a condition substantially the same as but not better than when new if, for example:

- you decide to:
  - rebuild to a better standard; or
  - sell the land at the Insured Address; and/or
  - rebuild elsewhere.
- if it's not practical for us to repair, replace or rebuild your home due to the age, Policy limit, inadequate sum insured, construction or condition of your home or if materials needed for repairs are not readily available; or
- if you choose to go with a supplier (which includes a repairer or builder) of your choice.

To assess the cost of the necessary work required to repair, replace or rebuild the damaged parts of your home we will, where possible, obtain a scope of works and a quote from our supplier. If you agree with this, we will then pay you the amount quoted by our supplier.

If you're not happy with the amount quoted by our supplier, or if we're unable to obtain a scope of works from our supplier, we'll ask you to provide us with a fully itemised scope of works and quote from a supplier of your choice for us to consider. We'll review these to ensure they cover the necessary work and are within market rates. To determine this, we'll consider the following:

- our supplier's scope of works and quote (if we were able to obtain it);
- our own data and experience with similar repairs, replacements or rebuilding;
- third party cost estimation sources; and
- your circumstances, including the location and attributes of your home.

Following our review, we'll do one of the following:

- If we believe your supplier's scope of works and quote cover the necessary work and are within market rates, we'll pay you the amount quoted by them.
- If we believe your supplier's scope of works either omits or overstates aspects of the work required or their quote is significantly above market rates, we'll discuss this with you and/or them and seek agreement on the scope of works and quote, and:
  - if we come to an agreement with you or your supplier, we'll pay you the amount agreed; or
  - if we're still unable to agree with you on the amount we'll pay you, we'll attempt to obtain a scope of works, quote or report (as required) from an alternative supplier we both agree on, and we'll review these together with you to arrive at a final scope of works and quote. If we're able to come to an agreement, we'll pay you the amount quoted by them; or
  - if we're unable to agree on an alternative supplier, we believe the alternative supplier's scope of works either omits or overstates key aspects of the work required, or we believe their quote is significantly above market rates, we'll refer you to our complaints process.

When we pay you the reasonable cost to repair, replace or rebuild the damaged parts of your home, you will not be eligible for our 'Guarantee on home repairs' because we won't have appointed the supplier or managed the works.

If your home sum insured is inadequate, we will only pay up to the sum insured or any applicable standard Policy limits.

BUILDING COSTS

Whether we arrange the repairs, replacement or rebuilding or pay you the cost to complete the repairs, replacement or rebuilding we'll also pay the necessary and reasonable costs as part of your home sum insured:

- to temporarily protect your Insured Address (this includes preventing access to limit the risk of theft, weather damage and injury);
- for demolition;
- to remove debris from your Insured Address;
- for an architect or surveyor; and
- to comply with current building codes and statutory requirements.

Undamaged parts of your home

We won't pay for any undamaged parts of your home, even to restore those undamaged parts to achieve a uniform appearance, other than to the extent set out in the table below in relation to internal home damage:

External home damage	
Damage to roofs, doors, gates and fences	We'll only repair or replace the individual tiles, roof sheeting, doors, gates or fence panels that were damaged.
Damage to external walls	We'll only repair or replace the part of the wall that was damaged.
Paths/driveways/tennis courts etc.	We'll only repair or replace the areas that were damaged.

Internal home damage	
Damage to internal flooring **(excludes carpets – these are covered as contents)**	We'll pay to repair or replace up to an existing change or join in the flooring, or an archway, doorway or similar opening, whichever is closest to the damage. We'll consider a combined lounge/dining room as one room if the opening between them is more than 82cm wide. This is a common width of a doorway. We won't pay to replace any undamaged materials in any other adjoining rooms, hallways or stairwells.
Damage to internal walls	We'll pay to repair or replace the damaged wall(s). We won't pay to replace the wall covering (for example wallpaper or paint) on any adjoining walls or in any adjoining rooms, hallways or stairwells.
Damage to internal fixtures/ fittings	We'll pay to repair or replace fitted cupboards, sections of cabinets and sections of benchtops if they are continuously joined to, and made of the same material as, the damaged part.

Matching materials

If part of your home is damaged or destroyed by a Specified event and your claim is accepted, or one of our suppliers has caused damage during exploratory work to locate the source of escaped water or other liquid, we'll match existing materials if they're commercially available in Australia when we repair, replace or rebuild the damaged property.

If not, we'll use the nearest equivalent materials that we can source locally. In this case, if the damage is inside your home, we will also pay up to $1,000 to replace undamaged parts of the same room, hallway or stairwell (to the nearest doorway, archway, or other opening) so that it matches or complements the materials we've used. We'll consider a combined lounge/dining room as one room if the opening between them is more than 82cm wide (this is a common width of a doorway). If you're not satisfied with the nearest equivalent materials we source, we will pay you what it would have cost to repair, replace or rebuild with these materials.

Delays in repairing, replacing or rebuilding

If you delay repairing, replacing or rebuilding, for example by unreasonably delaying to review and approve documents necessary to effect the repair, replacement or rebuilding, for more than six months from the date when the claim was approved, we'll only pay the reasonable cost that would have been incurred to repair, replace or rebuild your home at the time the claim was approved. You may have to pay any increase in cost caused by your delay.

If you believe that, due to special circumstances, you have a reason to delay the repair, replacement or rebuilding for more than six months, we will give consideration to those circumstances, and we may:

- not charge you for any increase in cost caused by the delay; or
- pay the reasonable cost that would have been incurred to repair, replace or rebuild your home at the time the claim was approved.

Rebuilding at an alternative location

If your home is a total loss, you may choose to rebuild at another location in Australia. We won't pay you more than it would have cost to rebuild at your Insured Address.

Guarantee on home repairs

We closely monitor the performance of our suppliers to help ensure the best outcome for our insureds. This enables us to guarantee that if we have:

- selected and authorised a supplier to replace, repair or rebuild your home; and
- paid, or have a legal liability to pay, the supplier, repairer or builder directly for this work,

and a defect arises as a result of poor-quality workmanship or use of incorrect or poor-quality materials in relation to this work, we'll rectify the problem by arranging, authorising and paying for further replacement, repair or rebuilding, for as long as you own the home.

If we have selected and authorised a supplier to replace, repair or rebuild your home and the work requires rectification to such an extent that your home is unfit to live in, we'll arrange and pay the reasonable costs of temporary accommodation until the home is fit to live in.

We will also handle any complaint about the quality or timeliness of the work or conduct of the supplier as part of our complaints handling process.

This guarantee does not apply to:

- replacements, repairs or rebuilding that you arrange, authorise or make yourself (even if we give you the name of a possible supplier (which includes a repairer or builder) who is involved with the repair, replacement or rebuilding);
- home replacement, repairs or rebuilding that you arrange, authorise or make yourself (even if we give you or a supplier a cheque or other form of payment for all or part of the repair cost);
- loss, damage or failure of any electrical or mechanical appliances or machines that form part of your home; or
- wear and tear consistent with normal gradual deterioration (e.g. paint peeling as part of its normal life cycle, wood rotting or mould from moisture in the air or ground, roofs weathering or a hot water system leaking as a result of normal gradual deterioration).

Fences

When a claim has been accepted for damage to a shared or dividing fence, or a shared dividing retaining wall, we will pay no more than your proportion of costs for the repair or replacement in accordance with the relevant legislation relating to dividing fences, for example the Dividing Fences Act or Dividing Fences and Trees Act or any similar legislation. Typically, your proportion of the cost will be 50% of the repair or replacement cost of the fence or shared dividing retaining wall.

If there is no legislation in place in relation to the amount that you are liable for, with respect to the repair or replacement of dividing fences, then we will pay no more than 50% of the cost of repair or replacement of the shared or dividing fence.

However, we will pay the full cost to repair, rebuild or replace the fence if:

- there's no neighbour who is liable to share the cost of repairing, rebuilding or replacing the fence; or
- the damage to the fence was caused by an insured event at your Insured Address and you're liable to pay the full cost of repairing, rebuilding or replacing the fence or shared dividing retaining wall.

We will pay no more than the cost to repair, rebuild or replace a fence or shared dividing retaining wall of the same quality and specification as the fence or shared dividing retaining wall which was damaged.

The most we'll pay

The most we'll pay is your home sum insured plus any 'Additional benefits' payable on top of the home sum insured, less any applicable excesses.

Your home sum insured may be increased through the application of 'the inflation adjustments benefit'.

HOW WE SETTLE CONTENTS CLAIMS

In this section when we say 'contents' in the context of settling your claim, we're referring to contents including, 'Contents with limits'.

If a damaged item can be repaired, we'll normally pay our repairer the necessary and reasonable cost to repair your contents item to a condition substantially the same as, but not better than, when new.

If it's not economical to repair the item, or it's been lost or stolen, we'll replace the item with a new one that's substantially the same where it's practical to do so.

If the Policy limit, maximum limit or sum insured is not adequate to repair or replace the item to a condition substantially the same as when new, the most we will pay is the item limit or sum insured.

If you don't use our repairer, or we can't repair or replace the item

We will pay you the reasonable cost to repair or replace the lost, stolen or damaged contents to a condition substantially the same as, but not better than when new if, for example:

- you decide to replace those contents with items that are not substantially the same;
- you decide you do not want the contents repaired or replaced;

  If you don't want an item repaired we will not pay to replace it; we'll pay what it would have cost to repair it. See 'How the amount we'll pay is determined if the item is repairable'.
- if it's not practical for us to repair or replace your contents due to the age, style, type, condition or nature of your contents or if materials or skills needed for repairs are not readily and locally available; or
- if you choose to go with a repairer of your choice.

If the Policy limit, maximum limit or sum insured is not adequate to repair or replace the item to a condition substantially the same as when new, the most we will pay is the item limit or sum insured.

How the amount we'll pay is determined if the item is repairable

To assess the necessary work required to repair damaged contents items we will, where possible, obtain a report or quote from our repairer. If you agree with this, we will then pay you the amount quoted by our repairer.

If you're not happy with the amount quoted by our repairer, or if we're unable to obtain a report or quote from our repairer, we'll ask you to provide us with a report or quote from a repairer of your choice for us to consider. We'll review this to ensure it covers the necessary work and is within market rates. To determine this, we'll consider the following:

- our repairer's report or quote (if we were able to obtain it);
- our own data and experience with similar repairs;
- third party cost estimation sources; and
- your circumstances, including the location and attributes of your contents.

Following our review, we'll do one of the following:

- If we believe your repairer's report or quote covers the necessary work and is within market rates, we'll pay you the amount quoted by them.
- If we believe your repairer's report or quote either omits or overstates aspects of the work required or their quote is significantly above market rates, we'll discuss this with you and/or them and seek agreement on the report or quote, and:
  - if we come to an agreement with you or your repairer, we'll pay you the amount agreed;
  - if we're still unable to agree with you on the amount we'll pay you, we'll attempt to obtain a quote or report from an alternative repairer we both agree on, and we'll review this together with you to arrive at a final quote. If we're able to come to an agreement, we'll pay you the amount quoted by them; or
  - if we're unable to agree on an alternative repairer, we believe the alternative repairer's report or quote either omits or overstates key aspects of the work required, or we believe their quote is significantly above market rates, we'll refer you to our complaints process.

If the Policy limit or sum insured is not adequate to repair or replace the item to a condition substantially the same as when new, the most we will pay is the item limit or sum insured.

How the amount we'll pay is determined if the item is not repairable

For replacement items that are readily available including tools, devices and appliances, we will pay you an amount equal to the lowest price available to you from a reputable commercial retailer at the time we settle the claim.

If an item is not readily available, we'll pay you an amount equal to the lowest price available to you from a reputable commercial retailer at the time we settle the claim for an equivalent item with similar specifications and functionality.

How the amount we'll pay is determined if the item can't be replaced

If we can't repair the item, or it can't be replaced because of its antiquity or rarity, we'll pay the lesser of:

- the standard Policy limit (or the specified limit noted on your Certificate of Insurance if it's a specified contents item or a specified valuables item); and
- the fair market value based on enquiries made to independent and appropriately experienced or qualified professionals.

If your contents sum insured is inadequate, we will only pay up to the sum insured or any applicable standard Policy limits.

The most we'll pay

The most we'll pay in total for your contents is your contents sum insured, plus any 'Additional benefits' payable on top of the contents sum insured, less any applicable excesses.

Your contents sum insured may be increased through the application of the 'Inflation adjustment benefit'. There are limits on what we'll pay for some individual contents items:

- the standard Policy limit, where applicable (see 'Contents with limits');
- the specified item limit shown on your Certificate of Insurance for items you have listed as specified contents, less any applicable excess(es).

The most we'll pay for your specified valuables is the sum insured shown on the Certificate of Insurance against the specified valuables item.

Less any applicable excess(es).

We treat the following items differently when we pay your claim:

Item	What we pay
Carpets	We'll pay to repair or replace up to an existing change or join in the carpet or an archway, doorway or similar opening, whichever is closest to the damage. We'll consider a combined lounge/dining room as one room if the opening between them is more than 82cm wide. This is a common width of a doorway. We won't pay to replace any undamaged carpet in any other adjoining rooms, hallways or stairwells.
Photographs and videos	We'll pay for reproducing videos and hard copy photographs you have purchased from, or had produced by, a professional photographic business if the necessary electronic data is available. We do not pay to reconstruct any circumstances or conditions.
Sets or pairs	If we can't repair an item which forms part of a set or pair or it can't be replaced because: ▪ we're unable to reasonably match it; or ▪ the functionality of the set or pair is lost (e.g.. hearing aids/sporting equipment), you can choose to either: ▪ surrender the remaining item(s) to us, in which case we'll pay the replacement value of the set or pair, up to any applicable limit; or ▪ keep the remaining item(s), in which case we'll pay the replacement value of the lost or damaged item. We don't allow for any special value the item may have as forming part of a set or pair, or for any reduction in value of the remaining part(s).
Software	If a claim is accepted where software is lost, damaged or destroyed, we pay the cost to replace it with the nearest equivalent new software. We do not pay for any software that was acquired by you at no cost.

EXCESSES

An excess is the amount which you may have to pay each time you make a claim. If following an incident more than one excess applies, you will have to pay the total of all the excesses that apply to you. If your claim comprises of more than one incident, you will have to pay the applicable excesses for each incident.

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

Where a maximum limit is applicable under 'Contents with limits', the excess will be applied to the claim prior to applying the maximum limit. For example, if a ring worth $11,000 was stolen from the home and it has not been specified, the $10,000 per item of jewellery maximum limit would apply. If a $500 excess was applicable, this would be applied to the $11,000 claim, rather than the $10,000 maximum limit. Therefore, $10,000 would be payable.

If the ring had been specified for $11,000, we would pay $10,500 – the $11,000 claim less the $500 excess.

If the stolen ring was worth only $1,000, we would pay $500 - $1,000 less the $500 excess.

All damage caused by earthquake or tsunami, occurring within seven days of the first damage occurring, will be regarded as damage resulting from one incident. If any earthquake or tsunami damage occurs after that, each subsequent seven day period in which damage occurs will be regarded as a separate incident. An excess applies for each incident.

An additional imposed excess may apply. If this amount is payable, it will be shown on your Certificate of Insurance.

Unoccupied Property Excess

This excess applies when:

- you do not tell us that your property will be unoccupied for more than 100 consecutive days; and
- you make a claim for an incident that occurs more than 100 consecutive days after your property was first unoccupied. A different excess applies for each of the following periods when your property is unoccupied:
- 101 - 365 days;

- 366 days or more.

This excess is payable in addition to the home and/or contents excess and any other excesses that may apply.

This excess is not applicable when you make a claim for damage caused by the following Specified events:

(a) lightning;

(b) earthquake or tsunami;

(c) impact;

(d) impact by an aircraft and/or other aerial devices;

(e) riot or civil commotion; or

(f) falling objects.

Excess Type	Amount
Unoccupied Property Excess 101-365 days	$1,500
Unoccupied Property Excess 366 days or more	$4,500

This excess is payable in addition to the home and/or contents excess and any other excesses that may apply when you have not advised us that the property is to be unoccupied for this period.

Unoccupied Property Excess for Agreed Period

This excess applies in place of the Unoccupied Property Excess when:

- you've told us about, and we've agreed to cover you for, a period when your property is unoccupied for more than 100 consecutive days; and
- you make a claim for an incident that occurs more than 100 consecutive days after your property was first unoccupied.

This excess is payable in addition to the home and/or contents excess and any other excesses that may apply. This excess is not applicable when you make a claim for damage caused by the following Specified events:

(b) lightning;

(f) earthquake or tsunami;

(l) impact;

(j) impact by an aircraft and/or other aerial devices;

(n) riot or civil commotion; or

(o) falling objects.

When you won't have to pay an excess

You won't have to pay an excess if a claim is accepted as a result of damage that renders your home, contents or both a total loss.

WHAT HAPPENS AFTER A TOTAL LOSS?

Home and/or contents

Cover ends when your claim has been accepted. However, we'll still pay for 'Additional benefits' if they apply to your cover, they are directly connected to the total loss and they continue to be relevant.

Valuables

Cover under the valuables section of the Policy is exhausted and comes to an end for specified valuables, when your claim has been accepted.

If you want to insure any replacement items as specified valuables, then you will need to ask us. If we agree and you pay the additional premium, it will be shown on your Certificate of Insurance.

Your premium after a total loss

If you paid your premium annually there is no premium refund.

If you paid in instalments – you will still need to pay the total of any remaining premium instalments for the period of

insurance. If your Policy comes to an end, depending on how we settle your claim, we will either deduct the total of all remaining instalments from your claim settlement or we will ask you to pay the total to us.

The total premium is payable and non-refundable because you have received the benefit of the cover we provide under the Policy.

CLAIMS ADMINISTRATION, GOING TO COURT, RECOVERY ACTION AND LEGAL LIABILITY CLAIMS

If you suffer loss or damage due to an incident for which someone else is responsible, you may have a legal right to recover some or all of the loss or damage from that person, including by taking legal action against them.

When we pay a claim under your Policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage. We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence.

When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance. This may include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid. You must not enter into any agreement with anyone else which could limit the amount that could be recovered, including joining class action proceedings, without our permission.

When we pay a claim and some of your loss isn't covered by your Policy, we may offer to try to recover that loss for you when we take any steps to recover the covered loss. We can only do so if you agree to give us documents and statements that support your loss and agree with us on how we'll handle that recovery. You may also need to contribute to the associated costs if, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take.

If we successfully recover more than we paid for your claim under your Policy, we will first keep the amount we paid for your claim and the amounts we paid in administrative and legal costs spent towards making the recovery. If there is any amount remaining after this, we will pay you the remainder to compensate you for loss that was not insured. Finally, we will keep any remaining amounts.

If you've received a benefit under your Policy that you were not entitled to, we reserve the right to recover from you the amount we have paid. If we decline a claim for fraud, we reserve the right to recover any amounts we paid to you under the Policy as well as our reasonable administration, investigation and legal costs from anyone at fault in relation to the fraud.

When we cover you for a legal liability claim, we may:

- arrange for a lawyer to represent you or we may act on your behalf;
- attempt to settle the claim; and/or
- defend the claim.

We will decide whether to defend or settle the claim and how much to pay to settle the claim.

WHAT CAN AFFECT A CLAIM

We will reduce the amount of a claim by the excess shown in the Policy terms and conditions or on the Certificate of Insurance.

We may refuse to pay a claim, or reduce the amount we pay, if you are in breach of your duty to take reasonable care not to make a misrepresentation or any of the conditions of this Policy, including any endorsements noted on or attached to the Certificate of Insurance.

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

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

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

CONTRIBUTION AND OTHER INSURANCE

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to you or any other person)

which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

LENDER'S RIGHTS

If we're settling your claim by paying you (instead of paying our repairer or other service providers), and you have used all or part of your home or contents as security for a loan from a lender, we reserve the right to pay all or part of the payment to the lender.

The amount we pay to the lender will be the lesser of:

- the amount owing to them (with any balance paid to you); or
- the amount we agree to pay in settlement of the secured property.

A payment made to a lender will satisfy our obligation to you for the amount paid.

For more information about other interests in your Policy, see 'Interests in the Policy'.

CLAIM PAYMENTS AND GST

We pay claims inclusive of GST unless the owner of the property is a business which is, or needs to be, registered for GST. In that case, we'll reduce the amount we pay to settle the claim by the Input Tax Credit amount to which they are, or would be, entitled. If they fail to disclose or understate their entitlement, they may be liable for GST on a claim we pay.

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

Unless we say otherwise, all amounts in your Policy are inclusive of GST.

PREVENTING OUR RIGHT OF RECOVERY

If you've agreed with or told someone who caused you loss, damage or liability covered by your Policy that you won't hold them responsible then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.

PROVIDING PROOF OF OWNERSHIP AND VALUE

In some cases we will ask you for proof that you owned the items you're claiming for and for documents or other information to assist us in assessing their value. Whether we ask for proof and, if we do, the types of documents we ask for may depend on the situation. So that your claim can be assessed, make sure you keep things like:

- receipts or tax invoices;
- credit card or bank statements;
- guarantee or warranty certificates;
- valuation certificates for jewellery, collections and artworks; and
- photographs or video film of the item(s) in your home or being worn by you.

If, after reviewing all the evidence about your claim that has been provided to us, we're not satisfied that you actually owned the items, we may refuse to pay your claim.

If, however, your proof of ownership was destroyed in a fire, we may accept other evidence of ownership.

SALVAGE

If we pay a claim by replacing or paying to replace any items or materials, we're entitled to obtain and retain any items or materials salvaged or recovered. We may sell the items or materials and keep the proceeds. If you ask us, we may agree to sell the items or materials to you, provided you agree to pay the fair market value. This is the price we could get if we sold the items or materials to someone else who is willing and able to buy them. If there is no market for the items or materials, then we will base the amount on enquiries made to appropriately experienced or qualified third party professionals.

SECTION 9: OTHER TERMS

These other terms apply to how your Policy operates.

CANCELLING YOUR POLICY

You can cancel your Policy at any time by telling us.

We can cancel your Policy as permitted by law, for example, if you do not pay us your premium or if you told us something that you knew to be incorrect or untrue during your application for cover. We can also cancel your Policy if your circumstances change and no longer fall within our underwriting rules. See 'Tell us when these things change'.

If you've paid your premium in advance and your Policy is cancelled, we'll refund you the proportion of the premium for the remaining period of insurance, less any non-refundable government fees, duties or charges. But see 'Cooling-off period' where you may be entitled to a full refund.

If you make a fraudulent claim on your Policy, we can cancel it.

WHEN THERE IS MORE THAN ONE INSURED

When there is more than one insured on your Policy, we may treat what any one of them says or does in relation to your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel your Policy or tell us where a claim payment should be paid. Where a payment is made to one insured under this Policy, we have no further obligations to any other insured regarding that payment.

SENDING YOU DOCUMENTS

Documents relating to your insurance Policy will be sent by post or email. Where you have been given the choice, they will be sent by your chosen delivery method and you can change your preference at any time.

It is your responsibility to make sure your contact details are current (including telephone number, email and mailing address where relevant) and you must update these as soon as they change.

REFERENCES TO LEGISLATION

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

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