

# bikesure™



## Home and Contents Insurance

Product Disclosure Statement

Dated 17 May 2010



## Welcome to the Bikesure Home and Contents Insurance, a tailored product for cycling enthusiasts.

This product is issued by Calliden Insurance Limited ABN 47 004 125 268; AFS Licence No. 234438 and distributed by SRG Group Pty Ltd trading as Bikesure ABN 52 113 333 109; AFS Licence no. 288320, who are licenced insurance brokers and not agents of Calliden Insurance Limited.

The information in this booklet is current at the date of preparation. If the information changes we will issue a supplementary or replacement product disclosure statement.

The benefits of this policy are highlighted in the Product Disclosure Statement section of your policy. If you require further information please contact Bikesure on 1300 441 543 or visit [www.bikesureonline.com.au](http://www.bikesureonline.com.au)

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## Important Information

### About this Product Disclosure Statement

This booklet is the Product Disclosure Statement (PDS) for Bikesure Home and Contents Insurance which is based on Calliden Insurance Elite Care PLUS Home and Contents Insurance with additional benefits for bicycles. It will assist you to make an informed decision about your home and contents insurance. It contains information about the policy, its features, benefits, risks and costs. Please read it carefully.

If we accept your application you will receive a policy schedule that summarises the insurance cover you have selected.

This PDS is effective from 17 May 2010.

### Your Records

This PDS and your policy schedule are a record of your cover. They are important documents containing the terms and conditions, which apply to our agreement. You may need to refer to them periodically, particularly when your policy is due for renewal or at the time of a claim. Please keep them in a safe place.

In the event of a claim we may require you to produce evidence of ownership and/or value of the items lost, stolen, or damaged. Please keep such evidence in a safe place.

### Our Agreement

The agreement between you and Calliden Insurance consists of:

- your application
- this PDS
- your policy schedule
- any endorsement.

A policy schedule is issued when we agree to cover you and you have paid (or agreed to pay) the premium including any relevant government charges by the inception/due date.

Our liability is limited to:

- the period of insurance shown on your policy schedule
- the policy sections set out on your policy schedule
- the sum(s) insured set out on your policy schedule unless we have agreed to pay more as an additional benefit.

### Your Cooling-off Period

Please read this PDS and your policy schedule carefully to make sure you understand the cover provided and that it is adequate. You have 30 days after you receive your schedule to alter your cover should you need to. If, for any reason, you are not completely satisfied with your policy we may agree in writing to alter it to meet your needs. Alternatively, you may cancel your policy within the 30 day period by returning it to us with your written instruction.

If you cancel within the 30 day period the premium you have paid will be refunded provided no event has occurred for which a claim is payable under your policy.

### General Insurance Code of Practice

Calliden is a signatory to the General Insurance Code of Practice (Code). The Code aims to raise standards of service between insurers and their customers. Calliden's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact us or the Financial Ombudsman Service on 1300 78 08 08 or look at [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

## Privacy

Calliden Insurance respects your privacy and operates at all times in accordance with its privacy policy. This privacy notification provides a summary of how we treat your privacy, and it is recommended that you read the policy in conjunction with this notice.

We collect personal information to assess your request for insurance, to administer your policy, provide other insurance services as requested by you, and also to notify you about our other services or promotions from time to time. At the time of collecting your information we will inform you of the purpose for the collection and the consequences if you choose not to provide the information.

In order to provide our insurance services we may need to share your information with third parties including your agent or broker and our reinsurers and claims providers (for a full list see our privacy policy).

In accordance with our privacy policy you may obtain access at any time to information that we or our service providers hold on you. If you would like to contact us about privacy, or would like to obtain a copy of the privacy policy, you may do so through one of the following means:

- online at [www.calliden.com.au](http://www.calliden.com.au)
- by phone 1800 805 899
- by email to [privacy@calliden.com.au](mailto:privacy@calliden.com.au)
- by letter to Privacy Officer, PO Box 348, Milsons Point, NSW 1565.

## Dispute Resolution Process

### How you can resolve a complaint you have with us

If you would like to make a complaint, we will do everything we can to try to resolve it as quickly and fairly as possible. The following paragraphs provide details on how you can lodge your complaint and how Calliden will try to resolve it.

You may contact us at any time if you are dissatisfied with any matter relating to your insurance with Calliden, including:

- our decision on your claim
- our handling of your claim
- the service of our representatives, assessors, loss adjusters or investigators, and
- your insurance policy.

### Contact us

- If you have a complaint regarding your claim, please contact your claims consultant.
- If you have a complaint regarding your insurance policy, please contact us on 02 9551 1111 and we will try to resolve your complaint straight away.
- You can write to us at:
  - Fax: 02 9551 1155
  - Address: PO Box 348, Milsons Point NSW 1565.

### How we resolve complaints

- We will address all complaints, except where specific circumstances apply, in accordance with Calliden's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and our Complaints Brochure, which contains a guide to our process, are available upon request.
- We will handle all complaints without cost to you.
- A complaints consultant will be assigned to the management of your complaint and will acknowledge your complaint within 2 business days of receipt. If further information is required to consider the complaint, it will be requested at this time.
- The complaints consultant will aim to resolve your complaint within a further 13 business days. In certain circumstances a longer period may be required, and we will request a later response date.
- The outcome of the complaint will be advised to you in writing, stating our reasons and any corrective action that will be undertaken.

## **If your complaint is still unresolved**

If we cannot resolve your complaint within 15 business days or you are not happy with our response to your complaint, you can seek an external review via our external dispute resolution scheme, administered by the Financial Ombudsman Service (FOS).

This national scheme is for consumers, free of charge and is aimed at resolving disputes between insureds and their insurance companies.

For more information call 1300 78 08 08 or visit [www.fos.org.au](http://www.fos.org.au)

If the FOS is unable to address your complaint then Calliden may be able to provide you with details of an alternative external dispute resolution service.

## **Your Duty of Disclosure**

Whether you are entering into a policy for the first time or are proposing to renew, vary, extend or reinstate a policy you have a duty of disclosure:

### **Your Duty of Disclosure for new policies**

When answering our questions you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in the answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

### **Your Duty of Disclosure for renewals**

If you have already entered into a policy and you are proposing to renew, vary, extend or reinstate the policy your duty of disclosure changes. You have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

### **Who needs to tell us?**

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

### **What you are not required to disclose:**

Your duty does not require disclosure of matters that:

- reduce the risk
- are common knowledge
- we know or, in the ordinary course of our business, ought to know, and
- we have indicated we do not want to know.

### **If you do not tell us**

If you do not answer our questions in this way or disclose everything you know, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat this policy as never having been in force.

## **Significant Features and Benefits**

Your policy provides you with financial protection for your home and/or your home contents (including bicycles) depending on whether you have chosen Section 1 and/or Section 2. Additional cover for your personal property and/or racing risk is optional under Section 3. Cover for your legal liability as owner and/or occupier of the home is automatically provided under Section 4.

Your home, home contents, personal property and racing for bicycles are covered for accidental loss or damage.

Benefits payable under your policy are listed in the relevant section. For your home (Section 1) and home contents (Section 2) some benefits are payable within the limit of your sum insured, while others are payable as additional benefits. It is important that you select an adequate sum insured in each case.

In addition to the protection provided by your policy, Calliden Insurance offers the following important benefits:

- various discounts – refer 'Cost of Your Policy' on page 4
- a choice of payment methods – refer 'Cost of Your Policy' on page 4,
- a choice of excesses – refer 'Excess' on page 5
- a 30 day cooling-off period – refer 'Your Cooling-off Period' on page 1
- new for old replacement
- automatic indexation of your home and/or contents sums insured – refer 'Automatic Indexation' on page 5.

## Cost of Your Policy

The amount that we charge you for this insurance when you first acquire your policy and when you renew your policy is called the premium. The premium is the total that we calculate when considering all of the factors which make up the risk, such as:

- the insured value of your home
- contents or valuable items (sums insured)
- the construction material of your home
- the location, type and use of any property being insured
- your previous insurance and claims history.

The total cost of your policy is shown on your policy schedule and is made up of your premium plus Government Taxes such as, GST, Stamp Duty and Fire Service Fees.

Your total insurance premium will also include any discounts that you may be entitled to receive. We currently offer a range of standard discounts including:

- combined home and contents cover
- no claims in the last 1, 2 or 3 years
- security systems
- over 50 years of age.

We may also offer special discounts to some customer groups.

## Paying Your Premium

Various options are available for paying your premium.

### What happens if you do not pay the cost of your policy by the due date?

We will have the right to cancel your policy if you do not pay your premium by the due date or if your payment method is dishonoured and therefore we have not received your payment by the due date. Unless we tell you, any payment reminder we send does not change the expiry of your cover or the due date of your premium.

### Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of your insurance policy include:

Costs or Fees	Details
Refund of Premium	<p>You may cancel your policy at any time. If you choose to cancel your policy we will retain a portion of premium which relates to the period for which you have been insured. We will refund the residue for the unexpired period, less any non-refundable government taxes or charges, provided that:</p> <ul style="list-style-type: none"> <li>no event has occurred where liability arises under the policy, and</li> <li>the residue amount is over \$20.</li> </ul>
Commissions	<p>Your broker or insurance intermediary may receive a commission payment from us when your policy is issued and renewed. If you cancel your policy, this commission payment may be non-refundable. For details of the relevant commission paid, please refer to your FSG, SOA or contact your broker or insurance intermediary directly.</p>

### Excess - Standard

Your policy has a standard excess of \$250 for each claim made under the home, contents or liability sections. You can also choose from the following alternative standard excesses – \$500 or \$1,000. The standard excess you have chosen will be shown on your policy schedule. Your premium will be reduced if you choose a higher than standard excess.

In addition to the standard excess, you will be required to pay a further excess of:

- \$200 for loss or damage caused by earthquake
- \$500 for loss or damage caused by flood.

If you make a claim under the personal property section, you will be required to pay an excess of \$50 or \$100. The amount of the excess will be determined by the item that is lost or damaged. Your policy schedule will show which excess applies to which items.

### Excess - Bicycles

- \$250 for loss or damage to bikes
- \$500 for loss or damage whilst racing (if racing risk is included in schedule under section 3).

### GST Information

When we make a payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any GST input tax credit that you are, or will be, or would have been, entitled to in relation to that acquisition, whether or not that acquisition is actually made.

When we make a payment under this policy as compensation (instead of payment for the acquisition of goods, services or other supply) we will reduce the amount of our payment by the amount of any GST input tax credit that you would have been entitled to had the payment been applied to acquire such goods, services or other supply.

### Automatic Indexation

To provide some protection against the effects of inflation we adjust the sums insured for your home and home contents each year as your policy becomes due for renewal. The sums insured are adjusted by a percentage amount determined from time to time to approximate movements in home building costs and the rate of inflation. Your renewal invitation will show the adjusted sums insured and the premium payable. You may choose to vary the sums insured prior to renewing your policy.

In addition, in the event of a claim for a total loss during the period of insurance we will adjust the sums insured for your home and home contents in line with movements in the Consumer Price Index (CPI), as published by the Australian Bureau of Statistics, between the last policy renewal date and the date of the total loss. For example, if your home was insured for \$200,000 and the CPI has increased by 3% between your last renewal and the time of the total loss of your home, we will increase your cover for your claim to \$206,000.

## Significant Risks

### Duty of disclosure

You are obliged to provide reliable information and to comply with 'Your Duty of Disclosure' on page 3, which outlines your disclosure obligations and the consequences of not complying with these obligations.

### Under insurance

It is important for you to select a sum insured that fully reflects the current, full replacement value of your property. Our brochure 'A Range of Options' will assist you in calculating the value of your home building and home contents. You can obtain this brochure by calling 1800 805 899. Alternatively, visit our website at [www.calliden.com.au](http://www.calliden.com.au)

### Conditions, exclusions and policy limits

Read this PDS carefully so that you are fully aware of the cover provided by the policy and the conditions, exclusions and policy limits that apply to your insurance.

### Failure to pay your insurance premium

For your insurance to remain operational you must pay the insurance premium by the due date. Refer to page 8, Cancellation.

## Terms We Use in this Policy

In this policy some words have special meanings:

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

- involves violence against one or more persons
- involves damage to property
- endangers life other than that of the person committing the action
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or to disrupt an electronic system.

**air craft:** any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space, including model aircraft, parachutes and air balloons.

**bicycle:** any cycle, tricycle, tandem or recumbent powered by human pedalling (non-motorised vehicle) operated by the use of foot or hand pedals.

**depreciation:** the allowance for fair wear and tear against the cost of replacement of any property based on its age and condition at the time when loss or damage occurs.

**electronic data:** facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

**endorsement:** our written confirmation of any policy amendments.

**excess:** the amount(s) shown in the policy schedule which we require you to pay towards any claim against this policy.

**exploratory costs:** the cost of finding a leak and the cost of repairing damage caused in the process.

**flood:** the inundation of normally dry land by water escaping or released from the normal confines of any natural or artificial watercourse, lake, reservoir, canal or dam.

**impact:** collision of two or more objects resulting in loss or damage.

**market value:** the reduction in value to the land and home at the site from immediately before to immediately after the event giving rise to a claim under your policy.

**money:** current coins, currency notes, cheques, postal orders, money orders, bonds, unused postage or revenue stamps, including the value of stamps contained in franking machines, negotiable instruments, for which you are legally responsible.

**open air:** any area at the site which is not fully enclosed by walls and a roof and not able to be locked.

**period of insurance:** the period of time stated in the policy schedule for which your policy is in force.

**policy:** includes this PDS/policy wording, the application, the schedule and any special conditions or endorsements issued to you in either electronic or written form.

**policy schedule/schedule:** this document shows your policy number, details of your cover, options you have chosen and any excess you must pay. This is part of your policy.

**pollutant:** any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

**premium:** amount payable by you for the insurance provided by us under this policy including applicable taxes, duties and imposts.

**racing risk:** any organised competition that involves competitive participation; including road cycling events, off-road cycling events, triathlons, duathlons, time trials or any other organised racing event.

**rainwater:** rain falling naturally from the sky.

**run-off:** rainwater that has collected on or has flowed across normally dry ground or has overflowed from:

- swimming pools, saunas or spas or
- normally dry stormwater gutters and normally dry drains, which have been built or approved by a government or public authority.

**set:** a group of similar or related items that belong together.

**site:** the land on which your home is located and its yard used only for domestic purposes at the address shown in your policy schedule.

**storm:** violent wind (including cyclones and tornadoes), thunderstorms and hail, which may be accompanied by rain or snow.

**sum insured:** the amount which is the limit we will pay for any loss, damage or liability unless we have agreed in writing otherwise. The principal sum(s) insured are shown in your policy schedule and any sub-limits or variations are outlined in this booklet.

**unoccupied:** either no-one is living in your home, or, someone is living in your home without your consent.

**watercraft:** a vessel, craft or thing made or intended to float on or through water, that is either:

- powered or designed to be powered by motor or
- exceeds 4 metres in length.

we, us, our: Calliden Insurance Limited  
ABN 47 004 125 268 and AFS Licence No. 234438)  
Level 9, 11–33 Exhibition Street, Melbourne VIC 3000.

**you, your, insured(s):** the person(s) or corporation named in the policy schedule and including your spouse, partner, children, parents or other family members residing permanently with you.

## General Conditions

You are obliged to provide reliable information and to observe policy provisions in order to receive benefit under our agreement. We may refuse your claim, reduce our liability and/or cancel your policy(ies) should you fail to fulfil this obligation. See 'Your Duty of Disclosure' on page 3.

### Your Duty of Care

You must exercise all reasonable precautions:

- for the safety and protection of the insured property
- to prevent personal injury or damage to property
- to maintain your home and contents in good condition

- to maintain the security arrangements as part of our agreement, and
- to obey any laws or regulations that safeguard people or their property.

## Policy Matters

### Territorial matters

- Limitations to benefit under the sections of this policy are:
- Section 1 – Home Insurance - limited to the site
- Section 2 – Home Contents Insurance - limited to the site unless otherwise stated
- Section 3 – Personal Property Insurance - anywhere in the world
- Section 4 – Legal Liability Insurance - anywhere in the world.

### Alteration of risk

You must notify us as soon as possible in writing of any change which may affect the state, condition or use of the property insured which increases the risk of loss, damage or liability. Unless and until we agree in writing to cover the alteration of risk and you pay any additional premium required we shall not be liable for the loss, damage or liability caused by or contributed to by such alteration.

Where a return premium results from an endorsement we will refund the amount provided that no event has occurred where liability arises under the policy and provided the return amount is over \$20.

### Unoccupancy

If your home will be unoccupied for more than 90 consecutive days you must tell us and obtain our written agreement for cover to continue. If you do not do so, the cover for your home and contents is limited to lightning, thunderbolt or earthquake for the period in excess of 90 consecutive days during which you have left the home unoccupied. The period of 90 consecutive days is calculated from the date when you last occupied the home, regardless of the commencement or renewal date of the policy.

### Renewal obligations

Renewal of this policy beyond the period stated in your policy schedule is subject to there having been no change in the risk insured. You are obliged to notify us of any changes or any relevant matters that may have occurred during the prior period of insurance which may affect our willingness to accept your renewal. Please refer to 'Your Duty of Disclosure' on page 3.

### Transfer of interest

No interest in this policy may be transferred without our written consent.

### Cancellation

By you

You may cancel this policy at any time by telling us in writing. We will retain a portion of premium which relates to the period for which you have been insured. We will refund the residue for the unexpired period provided that no event has occurred where liability arises under the policy and provided the residue amount is over \$20.

By us

We may cancel this policy at any time as allowed by law by notifying you in writing of the date from which cancellation is to take effect. Notification will be delivered to the address last notified to us and cancellation will take effect no earlier than 4.00 pm on the date set out in the cancellation notice. We will retain a portion of the premium which relates to the period for which you have been insured and we will refund the residue for the unexpired period.

### Other insurance

If you effect (or if there exists to your knowledge) any other insurance covering loss, damage or liability insured by your policy, you must notify us immediately and provide us with details of such other insurance.

## Subrogation

We have the right on your behalf (and in your name) to conduct any negotiation, settlement or legal proceeding, whether prosecuting or defending. Your full co-operation is required in these matters. Where you have entered into an undertaking with any other party which prevents or limits your/our right to recover from that party all benefit under this policy is forfeited unless you have our prior written consent.

## Fraud

All benefits may be forfeited, our liability reduced and/or your policy(ies) cancelled if you or any person acting with your knowledge or consent or on your behalf:

- engages in any dishonest or fraudulent activity as a means to obtain benefit from this policy, or
- wilfully causes any loss, damage, or liability to the property insured.

## Claims Matters

As soon as possible after an event occurs which may result in a claim under this policy you must at your own expense:

- take all reasonable precautions to prevent or minimise further loss, damage or liability
- notify the police immediately if any of your property is lost, stolen, maliciously or intentionally damaged, or such loss is attempted or suspected
- take all reasonable steps to recover lost or stolen property, and assist in apprehending any guilty party
- contact us and provide us with details of what has happened by:
  - telephoning 1300 880 037, 24 hours - 7 days a week
  - writing to: Claims Department, Calliden Insurance Limited, Level 13, 50 Queen Street, MELBOURNE VIC 3000
- complete and submit a claim form for our consideration with full particulars of your loss including details of any party who may be responsible
- give us the opportunity to inspect any loss or damage before you carry out any repairs
- keep any damaged or recovered stolen property and allow us to inspect it if necessary
- obtain our consent before you authorise or commence repairs or otherwise incur any cost, unless the repair or cost is necessary to protect the insured property from further loss, and
- not admit, deny, or negotiate any claim with any person.

## General Exclusions

These General Exclusions apply to all sections of the policy.

In addition to these General Exclusions, sections of this policy may be subject to specific exclusions.

This policy does not cover:

- the amount of any excess shown in your policy schedule.
- Loss, damage, destruction or liability directly or indirectly caused by or arising out of:
  - intentional actions of you, any person residing with you, or any person acting on your behalf or with your knowledge or consent or who enters your home with your express or implied consent
  - any building alteration, addition or repairs to your home where the total retail value of the cost of the works exceeds \$100,000
- the letting of your home to any tenant
- any holiday home or holiday rental property
- loss or damage caused by bushfire or grassfire for the first 72 hours from the commencement of this insurance or any amended cover subsequently placed. However, we will cover you for bushfire and grassfire within that period if immediately prior to commencing this policy, another policy covering the same risk expired, without a break in cover

- gradual deterioration, wear and tear, fading, marking, scratching, denting, chipping or lack of upkeep or maintenance
- inherent defects, faulty workmanship, structural defects or faulty design
- any pre-existing loss or damage
- any process of cleaning, repairing, altering, restoring, renovating or dyeing
- any process necessarily involving the application of heat
- corrosion, rust, mould, wet or dry rot
- settling, seepage, shrinkage or expansion in buildings, walls, roofs, floors, ceilings, foundations, pavements, roads and the like
- erosion, subsidence, landslide, settling, shrinkage, expansion, undermining, washing away or any other earth movement except when loss or damage is caused by:
  - earthquake
  - storm or rainwater
  - explosion, or
  - escape of liquidand occurring within 72 hours after the event
- insects, birds, vermin, termites or moths eating, chewing, clawing, gnawing, pecking, or scratching your home or home contents
- trees or tree roots, the felling or lopping of tree(s) by you or by any person acting on your behalf or with your consent, or the removal of tree(s) or branch(es) from the site
- mechanical or electrical breakdown or malfunction other than damage caused by fusion or power surge in domestic appliances
- breakage of mirrors, glassware, crystal, crockery, china and similar items of a brittle nature while they are being used, cleaned or carried by hand
- articles or equipment on hire from you or on loan to other than a family member
- housebreaking, burglary or theft whilst the home is insufficiently furnished to be lived in
- action of the sea, high water, storm surge or tsunami
- consequential loss of any kind.

Loss, damage, consequential loss, cost or expense, disablement or liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

- any actual or alleged liability whatsoever for any claim or claims in respect of loss or damage, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity
- any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This also excludes loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism
- war (whether war be formally declared or not), any hostilities, invasion, acts of foreign enemies, war-like operations or civil war
- mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, confiscation, nationalisation, requisition, legal seizure or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the above
- the use, existence or escape of nuclear weapons or material, ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel
- contamination or pollution of land, air or water arising directly or indirectly from the actual, alleged or threatened discharge, dispersal, release, seepage, migration, emission or escape of pollutants or the cost of testing, monitoring, containing, removing, nullifying or cleaning up pollutants, or any fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants

- total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data, or any error in creating, amending, entering, deleting or using electronic data, or total or partial inability or failure to receive, send, access or use electronic data for any time at all, or any business interruption losses resulting therefrom, regardless of any other contributing cause or event whenever it may occur, unless such loss or damage is a direct consequence of otherwise insured physical damage.
- the use of an intranet or the internet (including but not limited to the World Wide Web and electronic mail systems) by you or on your behalf.

## Exclusions Applicable to Bicycles

- bicycles while they are in use for competitive racing, other than for those bicycles where racing risk is selected and shown on your policy schedule in accordance with Section 3.
- theft by someone who was using your bicycle with your consent.
- theft by a tenant or someone who lives in your home or has your consent to be in your home.
- loss or damage sustained in transit, unless the bicycle is securely packaged in a container designed for the transportation of bicycles.
- the bicycle whilst used for any business purpose.
- theft from your home if unoccupied for longer than sixty (60) consecutive days, unless otherwise agreed by us.
- loss or damage caused by theft or attempted theft from internal and external common areas of residential apartments, home units, town houses or any other type of multiple occupancy residence.

## How We Settle Claims

### When your home is insured

We will at our option unless limited by this part:

- reinstate, rebuild or repair your home to a condition equal to but not better or more extensive than its condition when new
- replace the property with the nearest equivalent new property available, or
- pay the cost of reinstatement, rebuilding, replacement or repair.

### Limitations

The following limitations apply:

- the most we will pay for any claim for your home is the sum insured shown on your schedule, except where a benefit is shown as an additional benefit
- we will not pay more than the limits shown for any insured event, additional benefit, or group or class of property
- where we have paid a claim under Section 1 of your policy, we will not make any additional payments in respect of the same claim under Section 2 of your policy
- we will at our option, replace or repair the damaged portions of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the damage occurred, or pay you the cost of such replacement or repair whichever is the less
- we will try to match any material used to repair your home with the original materials. If we cannot, we will use the nearest equivalent available to the original materials. We will not pay any costs for replacing undamaged property
- where damage results from escape of liquid from a shower base or shower wall, we will pay the cost of repair to the home building but not the cost of repair or replacement to the shower base or wall unless there is a leak from a pipe within the wall cavity or under the shower base
- the work of rebuilding or repair must commence within 6 months from the date of loss unless we agree in writing otherwise
- should you prefer dearer materials, larger dimensions or should you not commence with work of rebuilding or repair within 6 months of the date of loss all additional costs will be your own responsibility
- should you prefer not to rebuild we will pay up to the market value of the home.

## When your home contents and personal property are insured

We will at our option unless limited by this part:

- repair the property to a condition equal to but not better or more extensive than its condition when new
- replace the property with the nearest equivalent new property available
- pay the cost of replacement or repair.

## Limitations

The following limitations apply:

- the most we will pay for any claim for your home contents or personal property is the sum insured shown on your schedule, except where a benefit is shown as an additional benefit
- we will not pay more than the limits shown for any insured event, additional benefit, or group or class of property
- where we have paid a claim under Section 2 of your policy, we will not make any additional payments in respect of the same claim under Section 1 of your policy
- we will, at our option, replace or repair carpets, curtains, internal blinds or other wall, floor or ceiling coverings only in the room, hall or passage where the damage occurred, or pay you the cost of such replacement or repair whichever is the less
- for an item which is part of a set, replacement or repair is limited to that item lost, stolen or damaged. We will not pay for any special value the item may have as part of a set, or the entire set.

## Excess

When you make a claim for under the home, contents, personal property or liability sections of your policy you will have to pay the excess shown on your policy schedule.

## Reinstatement of sum insured after a claim

We will reinstate your home or home contents sum insured following a claim unless that claim exhausted an insured sum. In the event of a total loss the cover on the exhausted section will end.

## Trade discounts

Note that in settling your claim we may be entitled to receive trade discounts from suppliers. If we agree to pay you an amount for loss or damage to your home, home contents or personal property we may take into account our entitlement to such trade discounts.

# Section 1 - Home Insurance

Your policy schedule indicates whether you have elected to insure your home and the sum insured.

If you have insured your home we will indemnify you for accidental loss or damage to your home during the period of insurance subject to the terms, conditions, limitations and exclusions of this policy.

## What is your home

Your home means the residential dwelling at the site used for domestic purposes and includes:

- buildings used by you primarily as your place of residence
- domestic outbuildings and permanent structural improvements including paved paths, paved driveways, in-ground swimming pools and fences
- infrastructure for the supply of services such as electricity, gas, water, sewerage and communications
- fixed coverings to walls, floors and ceilings other than carpets, curtains or internal blinds
- items built in or permanently fixed to the buildings
- fixed appliances that are permanently connected to the electricity, gas or water services such as dishwashers and hot water, heating and cooling systems

- landscaping, trees, shrubs and plants
- jetties, wharfs, pontoons and moorings used for domestic purposes.

## What is not your home

Your home does not include:

- if your building is a lot or unit that is part of a strata title development, any part of your building or common property that is insurable by the body corporate
- anything that is covered under 'What are your home contents' on page 17
- carpets, curtains, internal blinds and unfixed light fittings
- portable electrical appliances and equipment that are attached to a power supply only
- trees, shrubs or plants in pots or tubs
- grass or lawn
- unpaved paths or unpaved driveways constructed of earth or gravel
- buildings established or used for commercial purposes including a hotel, motel, nursing home or boarding house
- buildings and any part of the site used for commercial farming or hobby farming including agricultural fencing, sheds, tanks and stables where the site area exceeds 2 hectares.

## We Will Pay as Part of Your Sum Insured

### Escaping liquids

We cover the bursting, leaking, discharging or overflowing of fixed apparatus, fixed tanks or pipes used to carry liquid of any kind.

If you have a valid claim we will also pay for the exploratory costs incurred in identifying and locating the source of the escaping liquid and to repair any damage caused in locating the source.

We will not pay for repairing or replacing the tank, pipe, system or other apparatus which has failed.

### Fusion or power surge in domestic appliances and equipment

We will pay for:

- the burn out of electric motors in domestic appliances and equipment and
- damage to the windings of electric motors, electrical wiring, electrical and electronic equipment, appliances and apparatus directly caused by a harmful surge of electric current as evidenced from the supply authority.

We will not pay for loss or damage to:

- electric motors or appliances and equipment more than 15 years old
- damage to any mechanical part
- tools and equipment used for your occupation or business
- loss of use
- gradual deterioration, or wear and tear
- lighting or heating elements, fuses or protective devices, or electrical contacts at which sparking or arcing occurs in ordinary use
- any domestic electrical motor, appliance or equipment which is covered by any warranty or guarantee.

## **Erosion, subsidence, landslide or earth movement**

We will pay for accidental loss or damage to your home caused by erosion, subsidence, landslide or earth movement only if occurring within 72 hours and as a direct result of one of the following:

- explosion
- earthquake
- storm and/or rainwater, or
- escaping liquids.

We will not pay for:

- any other type of earth movement
- accidental loss or damage caused more than 72 hours after the incident.

## **Trees, shrubs and plants**

We pay up to \$1,000 for any one tree, shrub or plant or \$10,000 in total for loss or damage caused by an insured event other than storm and/or rainwater.

## **Additional Benefits**

When you have insured your home we provide the following additional benefits when they relate to a claim we have accepted under Section 1 for accidental loss, damage or destruction to your home during the period of insurance:

### **Emergency accommodation**

If the home is your principal residence, we will pay the reasonable costs incurred with our agreement for comparable temporary accommodation while your home is uninhabitable as the result of accidental loss or damage. We will also pay the cost of alternative accommodation for your pets.

This benefit is limited to the lesser of 20% of the home sum insured or a 12 month period from the date of the loss. The amount paid may be reduced by savings of your usual outgoings, such as mortgage interest, rental payments, or the like.

### **Forced evacuation**

If a government authority denies you access to your home and you cannot live at the situation, we will pay any increase in your living expenses that is necessary and reasonable to maintain your normal standard of living for a maximum of 60 days. We will not pay for any loss due to cancellation of a lease or agreement.

### **Building fees and related costs**

The reasonable cost of:

- demolition of your building and removal of debris from the site
- architects', engineers' and consultants' fees
- obtaining building approvals and permits from local authorities
- temporary protection of your property

incurred to replace, rebuild or repair your home.

We will pay up to 20% of your home sum insured for these costs in total.

### **Extra costs of reinstatement**

The extra costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your home at the site. If only part of your home is damaged we will pay only the extra costs you incur in repairing that part.

We will pay up to 10% of your home sum insured for these costs in total.

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

## Modifications to your home

The costs incurred in modifying your home or relocating you to a suitable home if you are injured as a direct result of an insured event occurring at the site and resulting in paraplegia or quadriplegia.

This benefit is payable after the paraplegia or quadriplegia has continued for 12 consecutive months and is considered to be permanent. We will pay up to \$25,000 for this benefit for any one period of insurance.

## Fatality

If a person insured by this policy dies within 90 days of first sustaining injury as a direct result of physical injury caused by an accident in your home, we will pay to the estate of the deceased person \$15,000. Cover under this benefit is limited to \$15,000 in total in any period of insurance.

## Replacement of locks and keys

We will pay up to \$2,000 to replace the key or remote control device or to rekey, recode or replace the external door or window locks operated by a key or remote control device that is lost or stolen. We do not pay if you are entitled to replacement of locks and keys from your landlord.

## Fire brigade

In the event that the fire brigade or similar emergency service attends your home to extinguish an actual fire, we will pay up to \$500 for any fees you incur.

## Discharge of mortgage

The reasonable costs incurred for the discharge of your mortgage(s) following settlement of a total loss claim under this policy.

## Contracting purchaser

If you have entered into a contract to sell your home we will extend this policy to cover the purchaser from the time the purchaser becomes liable for any damage to the home until:

- the contract is settled
- the contract is terminated, or
- the purchaser insures the home

whichever occurs first.

## Legal expenses

We will pay up to \$5,000 during any one period of insurance for legal expenses or costs for legal proceedings brought by you, or against you provided that:

- you advise us of any legal proceedings brought by you or against you
- we are notified of your claim during the period of insurance
- we agree the legal expenses or costs are reasonable, and
- the legal expenses or costs are incurred with our prior written consent.

We will not pay for legal expenses or costs incurred if the legal expenses are covered under any other policy of insurance.

We will not pay for legal expenses or costs in respect of or arising from:

- any act, omission, fact, event or dispute which occurred prior to the period of insurance and which you knew or should reasonably to have known was likely to give rise to a claim or legal proceedings against you
- libel, slander or defamation
- death, bodily injury to, or disease of, any person
- the breach or alleged breach of any professional duty, including advice or treatment advice, by you or any person you employ

- criminal proceedings brought against you or any person you employ
- the use, ownership or possession by you or any person you employ of any motor vehicle, boat, vessel, watercraft or aircraft
- any business, profession, trade or occupation carried on by you
- any act or omission that is dishonest, fraudulent, criminal, wilful or malicious
- any award of damages against you
- fines, penalties, liquidated, aggravated, exemplary or punitive damages
- proceedings issued against you by a family member including, but not limited to, spouses or ex-spouses or partners or ex-partners
- divorce, child visitation rights, maintenance, custody or property disputes
- a matter arising out of an incident where insurance covering the liability is required by law and you fail to obtain such insurance
- proceedings issued against you under or relating to any workers compensation or compulsory motor vehicle accident legislation or scheme, third party insurance, or industrial award or agreement, or
- any claim or legal proceeding which is covered under Section 4 'Legal Liability Insurance' of this policy.

### Tax audit expenses

If the Australian Taxation Office (ATO) audits your personal taxation affairs during the period of insurance, we will pay any accountants' fees that you incur as a direct result of the audit.

We will not pay for:

- any audit that relates to your business or your business activities
- for any activity involving the ATO gathering information or data that is not related to an identified intention to conduct an audit
- an audit associated with criminal activity or an audit which results in a finding of criminal activity
- fees resulting from any fraudulent act or omission or any statement made by you or on your behalf which is false or misleading in a material particular
- penalties, fines or adjustments of taxation payable by you, as a result of the audit
- fees where the final assessment of your taxable income for the period being audited is 20% or more, higher than your original declaration
- fees for work performed outside the time limits allowed by the Federal Commissioner of Taxation, or
- any facts, circumstances or occurrences that you knew or should reasonably have known of, before you purchased this policy that may have given rise to you making a claim under this policy.

The maximum we will pay for this additional benefit is \$5,000 for any one audit.

### Claim preparation fees

If you incur professional fees in the preparation of your claim, with our consent, we will pay in any one period of insurance 20% of your total claims cost or \$5,000, whichever is the lesser.

When Home Contents Insurance cover is listed on your schedule, we will pay for accidental loss or damage to your home contents during the period of insurance subject to the terms, conditions, limitations and exclusions of this policy.

## Section 2 - Home Contents Insurance

Your policy schedule indicates whether you have elected to insure your home contents and the sum insured.

If you have insured your home contents we will indemnify you for accidental loss or damage to your home contents during the period of insurance subject to the terms, conditions, limitations and exclusions of this policy.

## What are your home contents

Home contents: means the household goods and personal effects that you own or for which you are legally responsible including fixtures and fittings installed for your use in premises that you lease or occupy as owner:

- which you normally keep in a building at the site
- which are in a building at the site because they belong to your guests or visitors (refer to page 21)
- which are at the site and designed by the manufacturer for use in the open air (refer to page 19)

and are not limited or excluded by this section.

Home contents includes:

- bicycles (including all accessories) whilst in use (excluding racing risk unless racing risk option is shown on your schedule).
- carpets, curtains and internal blinds
- light fittings that are not permanently fixed to the building
- furniture and furnishings that are not built in
- portable domestic appliances that are not built in
- swimming pools, saunas and spas that are not permanently installed
- surfboards, sailboards, surf skis and canoes no more than 4 metres long
- motorised golf buggies, ride-on mowers, garden equipment, wheel chairs and motorcycles up to 125cc engine capacity, none of which require registration.

## What are not your home contents

Your home contents do not include:

- personal property separately insured under Section 3 'Personal Property Insurance'
- sporting equipment while in use (other than bicycles)
- motor vehicles, motor cycles exceeding 125cc engine capacity, trailers, caravans, aircraft or watercraft.
- business books, stationery, cash takings, commercial equipment, stock or plant
- fish, birds, animals of any kind
- trees, shrubs and plants, other than in pots and tubs
- grass or lawns.

## We Will Pay as Part of Your Sum Insured

### Fusion or power surge in domestic appliances and equipment

We will pay for:

- the burn out of electric motors in domestic appliances and equipment, and
- damage to the windings of electric motors, electrical wiring, electrical and electronic equipment, appliances and apparatus directly caused by a harmful surge of electric current as evidenced from the supply authority.

We will not pay for loss or damage to:

- electric motors or appliances and equipment more than 15 years old
- damage to any mechanical part
- tools and equipment used for your occupation or business
- loss of use

- gradual deterioration, or wear and tear
- lighting or heating elements, fuses or protective devices, or electrical contacts at which sparking or arcing occurs in ordinary use
- any domestic electric motor, appliance or equipment which is covered by any warranty or guarantee.

### Erosion, subsidence, landslide or earth movement

We will pay for accidental loss or damage to your home contents only if occurring within 72 hours and as a direct result of one of the following:

- explosion
- earthquake
- storm and/or rainwater
- escaping liquids

We will not pay for:

- any other type of earth movement
- loss or damage caused more than 72 hours after the incident.

### The following limitations apply:

Home Contents	Limitations
Bicycles	\$10,000 (including fitted accessories) per bike - unless specified otherwise on your schedule
Money	up to \$1,500 for any one loss
Home office and surgery equipment including facsimiles, photocopiers, calculators and computers, associated computer equipment and computer software, whether for private use or used for your occupation or business	up to \$25,000 for any one loss
Tools and equipment, other than home office and surgery equipment, used for your occupation or business	up to \$5,000 for any one loss
Jewellery including set or unset stones, watches, gold and silver objects or furs	up to \$10,000 for any one article, set or collection and in total no more than 25% of the sum insured for your home contents for any one loss
Collections of stamps, medals, coins or bullion (which must be properly catalogued)  Where you have more than one collection of the same or similar type, whether it is stamps, medals, coins or bullion, the similar collections will be regarded as one collection	up to \$10,000 for any one collection and in total no more than 25% of the sum insured for your home contents for any one loss
Pictures and works of art, tapestries and rugs	up to \$25,000 for any one item
Accessories and spare parts for motor vehicles, motor cycles, caravans, trailers, watercraft and aircraft, but not while attached to or contained in motor vehicles, motor cycles, caravans, trailers, watercraft or aircraft	up to \$2,000 any one loss

Home Contents	Limitations
Items of special value listed as 'specified contents' in your policy schedule	sum insured for the 'specified contents' as stated in your schedule

## Contents in the open air at the site

We cover your home contents for loss or damage while they are in the open air at the site.

The following limitations apply:

- for contents other than those designed by their manufacturer for use in the open air which are damaged by storm and/or rainwater we pay up to \$10,000 in total
- for theft or attempted theft we pay up to \$10,000 in total.

We will pay up to a total of 20% of the home contents sum insured (not applicable to bicycles).

We do not cover loss or damage caused by theft or attempted theft from internal and external common areas of residential apartments, home units, town houses or any other type of multiple occupancy residence.

## Additional Benefits

When you have insured your home contents we provide the following additional benefits when they relate to a claim we have accepted under Section 2 for accidental loss, damage or destruction during the period of insurance:

### Contents temporarily removed from the site

We cover your home contents while they are temporarily removed from the site but still within Australia or New Zealand, or for up to 90 consecutive days anywhere in the world.

Cover for your home contents is subject to the same limitations as contents at the site unless cover is further limited or excluded below. We will pay up to a total of 25% of the sum insured for contents temporarily removed (not applicable to bicycles).

We do not cover:

- contents permanently removed from the site other than:
  - contents stored in a bank or safe deposit box
  - students' personal belongings while away from home attending school, college or university
  - sporting equipment in a secured storeroom on the premises of a club where you or your family are a member, or
  - as provided under additional benefit 'Change of site'
- office or surgery equipment, tools or other equipment used in connection with a business, trade or profession
- contents in transit other than as provided under additional benefit 'Contents in transit'
- contents in storage other than as provided under additional benefit 'Contents in storage'.
- contents in an unlocked motor vehicle
- medical, dental, ocular, or aural prostheses of any kind
- contents removed to an unoccupied holiday home.

### Change of site

If you are moving permanently to a new site within Australia we will provide temporary cover for your home contents at both sites for up to 45 days during the period of insurance. We will not pay more than the sum insured shown on the schedule for any claim or series of claims within that 45 day period. Cover will commence from when you first start to move your contents to the new site. You must tell us that you will be moving your contents to the new site within 45 days of commencing to move.

## Contents in transit

We will cover your contents for loss or damage while they are being transported by a vehicle to a new site, or to a commercial storage facility, within Australia up to the home contents sum insured shown on your schedule.

You must tell us that you are permanently moving to a new site or that you are placing your contents in storage before you do this and we must have agreed in writing to cover them.

We will only cover your contents for loss or damage caused by:

- fire or flood on the vehicle
- theft from the vehicle following forcible or violent entry
- collision or overturning of the vehicle transporting your contents.

We will not cover loss or damage:

- to fixed glass forming part of furniture
- to glassware, crystal, crockery or china
- caused by scratching, denting or chipping.

## Contents in storage

We will cover your contents for loss or damage caused by an insured event when they are in a commercial storage facility within Australia up to the contents sum insured shown on your schedule.

You must tell us that you are placing your contents in storage before you do this and we must have agreed in writing to cover them.

We do not cover:

- your contents stored in open plan storage, including warehouses, factories or other industrial premises
- your contents stored in shipping containers
- any jewellery or money while they are in storage.

## Emergency accommodation

If you are a tenant, or your home is a strata title property insured under a body corporate insurance policy, we will pay the reasonable costs incurred with our agreement for comparable temporary accommodation while your home is uninhabitable as the result of accidental loss or damage. We will also pay the cost of alternative accommodation for your pets.

This benefit is limited to the lesser of 20% of the home contents sum insured or a 12 month period from the date of the loss. The amount paid may be reduced by savings of your usual outgoings, such as rental payments, or the like.

## Forced evacuation

If a government authority denies you access to your home and you cannot live at the situation, we will pay any increase in your living expenses that is necessary and reasonable to maintain your normal standard of living for a maximum of 60 days. We will not pay for any loss due to cancellation of a lease or agreement.

## Modifications to your home

The costs incurred in modifying your home or relocating you to a suitable home, if you are injured as a direct result of an insured event occurring at the site and resulting in paraplegia or quadriplegia.

This benefit is payable after the paraplegia or quadriplegia has continued for 12 consecutive months and is considered to be permanent. We will pay up to \$25,000 for this benefit for any one period of insurance.

## Fatality

If a person insured by this policy dies within 90 days of first sustaining injury as a direct result of physical injury caused by an accident in your home, we will pay to the estate of the deceased person \$15,000. Cover under this benefit is limited to \$15,000 in total in any period of insurance.

## Replacement of locks and keys

We will pay up to \$2,000 to replace the key or remote control device or to rekey, recode or replace the external door or window locks operated by a key or remote control device that is lost or stolen. We do not pay if you are entitled to replacement of locks or keys from your landlord.

## Security attendance costs

We will pay up to \$2,000 for a security firm to attend your home in response to a monitored alarm system if there is:

- a burglary, or
- an attempted burglary, and

we agree to pay a claim for that burglary or attempted burglary.

## Spoilage of perishable food

We will pay for the loss of frozen or refrigerated food caused by:

- accidental damage to a refrigeration unit
- mechanical or electrical breakdown of a refrigeration unit
- contamination by refrigerant or gas, or
- interruption of the electricity supply to the home.

We do not cover damage or deterioration caused by or arising out of:

- the use of a refrigeration unit that is more than 15 years old
- switching off the power supply, or
- industrial action.

## Financial transaction cards

For your liability if your credit, debit or stored value card is lost or stolen and fraudulently misused, as evidenced by the credit provider. We will pay up to \$5,000 for any one loss to the financial institution that issued the card, provided you have complied with the conditions of use current at the date of loss.

We do not cover you against fraudulent misuse of your credit cards by a member of your family or any other person who normally resides in your home.

## Counselling

If you require counselling as a direct result of accidental loss or damage for which we have agreed to pay a claim, we will pay up to \$1,000 for professional counselling fees you incur. We do not pay any fees covered by Medicare or your private health insurance.

## Veterinary expenses

We will pay up to \$500 during any period of insurance for veterinary expenses incurred to treat any animal normally kept at the site and owned by you that is injured as a result of a road accident, fire, lightning, earthquake, burglary or attempted burglary.

## Visitors' possessions

We will extend cover provided by your policy to include loss, damage or destruction caused by insured event to the property of any guests, visitors, exchange students or employees staying with you at the site. We pay up to \$5,000 for any one loss or series of losses in any one period of insurance. We do not pay more than \$1,500 for money.

We do not cover property or money of guests, visitors, exchange students or employees already insured under another policy by someone other than you.

## Additional costs

For the reasonable cost of removing contents debris from the site resulting from any loss, damage or destruction to your home contents.

We will also pay for storage charges for up to 12 months necessarily and reasonably incurred to protect your home contents from further loss or damage following a claim. We will also provide cover under this benefit for your home contents while they are in storage, provided that you are unable to reside in your home due to loss or damage by an insured event.

## Fire brigade

In the event that the fire brigade or similar emergency service attends your home to extinguish an actual fire, we will pay up to \$500 for any fees you incur.

## Loss of important documents

If any of your important documents contained in a security vault or in your home are destroyed or damaged by an insured event, we will pay up to \$2,000 to replace or recreate your documents.

## Legal expenses

We will pay up to \$5,000 during any one period of insurance, for legal expenses or costs for legal proceedings brought by you, or against you provided that:

- you advise us of any legal proceedings brought by you or against you
- we are notified of your claim during the period of insurance
- we agree the legal expenses or costs are reasonable, and
- the legal expenses or costs are incurred with our prior written consent.

We will not pay for legal expenses or costs incurred if the legal expenses are covered under any other policy of insurance.

We will not pay for legal expenses or costs in respect of or arising from:

- any act, omission, fact, event or dispute which occurred prior to the period of insurance and which you knew or should reasonably to have known was likely to give rise to a claim or legal proceedings against you
- libel, slander or defamation
- death, bodily injury to, or disease of, any person
- the breach or alleged breach of any professional duty, including advice or treatment advice, by you or any person you employ
- criminal proceedings brought against you or any person you employ
- the use, ownership or possession by you or any person you employ of any motor vehicle, boat, vessel, watercraft or aircraft
- any business, profession, trade or occupation carried on by you
- any act or omission that is dishonest, fraudulent, criminal, wilful or malicious
- any award of damages against you
- fines, penalties, liquidated, aggravated, exemplary or punitive damages
- proceedings issued against you by a family member including, but not limited to, spouses or ex-spouses or partners or ex-partners
- divorce, child visitation rights, maintenance, custody or property disputes
- a matter arising out of an incident where insurance covering the liability is required by law and you fail to obtain such insurance
- proceedings issued against you under or relating to any workers compensation or compulsory motor vehicle accident legislation or scheme, third party insurance, or industrial award or agreement
- any claim or legal proceeding which is covered under Section 4 'Legal Liability Insurance' of this policy.

## Tax audit expenses

If the Australian Taxation Office (ATO) audits your personal taxation affairs during the period of insurance, we will pay accountants' fees that you incur as a direct result of the audit.

We will not pay for:

- any audit that relates to your business or your business activities
- for any activity involving the ATO gathering information or data that is not related to an identified intention to conduct an audit
- an audit associated with criminal activity or an audit which results in a finding of criminal activity
- fees resulting from any fraudulent act or omission or any statement made by you or on your behalf which is false or misleading in a material particular
- penalties, fines or adjustments of taxation payable by you, as a result of the audit
- fees where the final assessment of your taxable income for the period being audited is 20% or more, higher than your original declaration
- fees for work performed outside the time limits allowed by the Federal Commissioner of Taxation
- any facts, circumstances or occurrences that you knew or should reasonably have known of, before you purchased this policy that may have given rise to you making a claim under this policy.

The maximum we will pay for this additional benefit is \$5,000 for any one audit.

## Claim preparation fees

If you incur professional fees in the preparation of your claim, with our consent, we will pay in any one period of insurance 20% of your total claims cost or \$5,000, whichever is the lesser.

## Section 3 - Personal Property Insurance

Your policy schedule indicates whether you have chosen this option.

When your home contents are insured with us and you have indicated in writing, on the application or otherwise, that personal property insurance is required we will indemnify you for accidental loss or damage of personal property items during the period of insurance.

Personal property items are personal effects that are normally worn or carried by you for your own use. This option covers your personal property if it is stolen, damaged or lost anywhere in the world.

Personal property includes:

- clothing and apparel
- accessories
- watches and jewellery
- cameras, photographic and video equipment
- musical instruments and associated audio equipment
- spectacles and sunglasses
- sporting equipment – while not in use
- bicycles
- tools and equipment – while not in use
- mobile telephones
- computers, associated computer equipment and computer software
- portable electronic appliances

and any other items agreed by us and listed on the policy schedule that are not limited or excluded by this section.

## Racing Risk

Your policy schedule indicates whether you have chosen this option and each bicycle must be individually listed.

## Limitations

Unspecified personal property

Personal property not nominated for specified cover or excluded in this section is insured up to a maximum of \$10,000 in respect of any one item, set or collection and in total for the amount stated in your policy schedule.

Specified personal property

Personal property specifically listed in your policy schedule which we have agreed to cover under this section is insured up to the amount stated in your schedule.

## Exclusions

The following exclusions apply:

- money
- personal property located in an unlocked motor vehicle
- unset stones, coins or bullion
- tools and equipment used for your occupation or business
- mobile phones used for your occupation or business
- computers, associated computer equipment and computer software used for your occupation or business
- cameras, photographic and video equipment used for your occupation or business
- musical instruments and associated audio equipment used for your occupation or business
- sporting equipment while in use (other than bicycles)
- cameras, photographic and video equipment while being used underwater
- parachutes, hang gliders, sail boards or any craft designed for use on or in water or in the air, including motors and any of their spare parts or accessories and
- motor vehicles, motor cycles, trailers, caravans, aircraft or watercraft and any of their spare parts or accessories.

## Section 4 - Legal Liability Insurance

### Words with special meaning

The following words have special meanings applicable to this section only:

**occurrence:** event or series of events which may include continuous or repeated exposure to substantially the same general conditions, which results in bodily injury or damage to property arising from one original source or cause which is neither expected nor intended by you.

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

**personal injury:** means bodily injury, shock, fright, mental anguish, mental injury, disability, or the effects of a publication of a libel or utterance of a slander or other defamatory material, including death.

**unregistered vehicle:** a vehicle not required to be registered by law including motorcycles up to 125cc capacity, mobility scooters, ride on mowers, any motorised wheelchair or any domestic trailers not attached to any registered vehicle.

### What we will pay

When your home is insured with us, or your home is a strata titled residence and your home contents are insured with us, we will indemnify you as the owner or occupant of your home and the site, should you become legally liable to pay compensation for:

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

resulting from an occurrence during the period of insurance, not limited or excluded by this section.

When your home contents are insured with us, and it is your primary residence, we will indemnify you as occupier of your home and the site, should you become legally liable to pay compensation for:

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

resulting from an occurrence not related to the ownership of your home anywhere in the world, during the period of insurance, not limited or excluded by this section.

We will also pay the reasonable costs, charges and expenses incurred with our consent in the investigation, settlement or defence of a demand, claim or legal proceeding.

### Limitations

The maximum we will pay is \$20,000,000 under this section for any one claim or series of claims arising from any one event inclusive of all reasonable legal costs, charges and expenses.

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

### Additional Benefits

When your home and/or home contents are insured by us, we will provide the following additional benefits when we have accepted a claim under Section 4 'Legal Liability Insurance'.

#### Court attendance costs

If we require you to attend court in relation to a liability claim covered by this policy and you provide proof of income loss, we will pay your reasonable expenses up to \$250 per day, but excluding the first day, to a total of \$5,000 in any one period of insurance.

If you can prove that you have incurred a loss of income due to a court attendance, we will only reimburse you for the days you are unable to conduct any income-earning activity whatsoever.

For the purpose of this additional benefit, income means the gross daily income derived from personal exertion:

- after deducting any costs or expenses incurred in deriving that income, if you are self-employed or a working director or
- excluding overtime payments, bonuses, commission, allowances or any other employment benefit, if you are an employee.

We will require documentation in support of your claim for loss of income. In all cases, your income will be calculated as an average over the 12 month period prior to our request for documentation or over the period during which you have been employed or so engaged if it is less than 12 months.

When your home contents are insured by us we will provide the following additional benefits:

#### Motor vehicle liability

We will indemnify you should you become legally liable to pay compensation for:

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

arising from the ownership, custody or use of any unregistered vehicle resulting from an occurrence during the period of insurance.

We will also indemnify you should you become legally liable to pay compensation for:

- death or personal injury caused by you as a result of you being a passenger in a registered vehicle, or
- death or personal injury caused by any registered vehicle that takes place at the site

if the occurrence causing the death or personal injury occurs during the period of insurance.

If we agree to indemnify you under this additional benefit, we will pay the reasonable legal costs, charges and expenses incurred by

you or on your behalf with our consent in the investigation, settlement or defence of a demand, claim or legal proceeding.

The maximum we will pay is \$20,000,000 under this section for any one claim or series of claims arising from any one occurrence inclusive of all reasonable legal costs, charges and expenses.

We will not pay you:

- if you are insured for motor vehicle liability 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
- if you are insured for motor vehicle liability by any other policy of insurance which specifically covers compulsory third party motor vehicle liability
- if any vehicle is being used for competitive racing or pacemaking.

### Committee members

We will pay for claims made against you within the period of insurance for any alleged or actual act or omission in connection with your position as committee member of a sporting or social club or community organisation.

We will not pay any claim under this benefit:

- if you are paid or remunerated more than \$1,000 per year for holding the position of committee member
- if the sporting or social club has effected insurance to provide you with cover for compensation or expenses arising from the alleged or actual act or omission
- if the club or sporting club has or will reimburse you for compensation or expenses arising from the alleged or actual act or omission
- if the actual or alleged act or omission was committed or alleged to have been committed before the period of insurance commenced or after it finished
- arising from any act or omission that is dishonest, fraudulent, criminal, wilful or malicious
- that are fines, penalties, liquidated, aggravated, exemplary or punitive damages.

The maximum we will pay for this benefit is \$10,000, including legal costs, during any one period of insurance.

### Exclusions

We will not pay any claim under Section 4 'Legal Liability Insurance' should liability arise from:

- any act intentionally committed by you or any person acting with your express or implied consent
- your business, profession or occupation
- the ownership or occupation of buildings or land other than your home and the site specified in the policy schedule
- vibration or interference with support of land, buildings or other property
- any personal injury or damage to property which is attributable to or contributed to by the consumption of illegal drugs of any kind by you or provided or permitted by you
- the transmission or contracting of AIDS or any AIDS related disease or illness, any venereal disease or illness, herpes, or any other communicable disease or illness
- the use, ownership, control or operation of any motorised vehicle (except a domestic gardening appliance, wheelchair or golf buggy), caravan, trailer, motor cycle, motor scooters, aircraft or any landing area for aircraft or watercraft more than 4m long and/or powered by more than a 10 horsepower motor
- any liability caused by or arising directly or indirectly out of or in connection with publication of a libel, utterance of a slander or defamation:
  - first made prior to the period of insurance
  - made by you or on your behalf, with knowledge of its falsity or defamatory character or
  - in any way related to advertising, broadcasting, publishing or telecasting activities conducted by you or on your behalf, including, but not limited to, the publication of material on the Internet.
- any liability caused by or arising directly or indirectly out of or in connection with:

- dishonest, fraudulent, criminal or malicious conduct
- wilful breach of statute or regulations, or
- conduct intended to cause personal injury or damage to property (or conduct with reckless disregard for personal injury or damage to property).

by you or anyone acting on your behalf or with your knowledge or connivance

- the manufacture, storage, filling, breakdown, transport or use of fireworks, ammunition, fuses, cartridges, gunpowder, nitro-glycerine, celluloid, pyroxylin or other explosives
- personal injury or death to you, or any other person(s) living with you, your employee or any other person deemed by law to be employed by you arising out of or in the course of their employment
- loss or damage to property which is in your physical or legal control
- loss or damage to property that is owned by you or any of your employees
- any liability caused by or arising directly or indirectly out of or in connection with any racing risk
- any liability caused by or arising directly or indirectly out of or in connection with the molestation of, or physical or psychological interference with, any person.
- liability assumed by you under any contract, warranty or agreement unless the liability would have been implied by law irrespective of the agreement
- fines, penalties, punitive, liquidated, aggravated or exemplary damages
- a conflict of duty or interest
- any alleged or actual act or omission committed prior to the commencement of the period of insurance
- your rendering or failure to render professional advice or any persons rendering or failing to render professional advice that you may be held legally liable for
- the ownership or keeping of farm animals normally kept at the site if the total site area exceeds 2 hectares
- the ownership or keeping of farm animals normally kept at any location other than the site
- any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme.