

Fire, storm & theft insurance for your home contents

About this booklet

This booklet contains 2 separate sections:

Part A and Part B.

Part A – Product Disclosure Statement (PDS)

Part A of this booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. It gives a summary of the significant benefits and risks associated with this product (you should refer to Part B – Terms and Conditions for full details).

The PDS also contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, terms, conditions and obligations attaching to this product. Please read Parts A and B of this booklet carefully.

Part B – Policy Terms and Conditions

Part B of this booklet contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy. It is Part B which forms part of your legal contract with us.

If we issue you with an insurance policy, you will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to your cover and should be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the Policy Schedule we send to you form your legal contract with us so please keep them in a safe place for future reference.

If you require further information about this product, please contact your Financial Services Provider.

About EBM

Elkington Bishop Molineaux Insurance Brokers Pty Limited (EBM) ABN 31 009 179 640, Australian Financial Services Licence No. 246986 has entered into an agreement with QBE to develop financial services products and services that are distributed by EBM and its agents.

About QBE

QBE Insurance (Australia) Limited is a member of the QBE Insurance Group (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886 and continues to provide industry-leading insurance solutions that are focused on the needs of intermediaries and their clients.

QBE is a household name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

Date of preparation: 26 February 2007

Date effective: 9 August 2007

QM884-0807

PART A – PRODUCT DISCLOSURE STATEMENT (PDS) FOR TENANTCOVER INSURED EVENTS POLICY

Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If

any major omissions, updates or corrections need to be made to the PDS a Supplementary PDS may be provided. In either case the relevant document will be provided to you with the PDS.

Significant benefits and features

We believe the most significant benefits of this insurance Policy are that it protects:

- (a) your household contents on a New for Old basis if they are lost or damaged due to an insured event.
- (b) you for your legal liability to third parties if they claim against you for compensation or expenses which you become legally liable to pay for:
 - the death of, or bodily injury to, any person
 - the loss of, or damage to, property.

The Policy provides:

- (a) Cover for your contents up to the sums insured at the site within buildings fitted with working locks to all external doors, during the period of insurance, caused directly by any of the following insured events:
 - fire or explosion
 - storm or rainwater (but not flood)
'flood' means the inundation of normally dry land by water from any watercourse, lake, canal, dam or reservoir
 - theft
- (b) Legal liability cover for \$10,000,000 which includes:
 - personal legal liability anywhere in the world for you or any member of your family.
- (c) we insure you against any claim for compensation which you or the member of your family become legally liable to pay arising out of the use of a vehicle which is not paid for by any statutory compulsory third party scheme.

The Policy does not cover certain things

Claims may be refused in certain circumstances. Please refer to the TenantCover Insured Events Policy Terms and Conditions which follows this PDS for full details of the terms and conditions of cover and exclusions.

The Policy will not cover loss or damage:

- (a) intentionally caused by you or a member of your family or a person acting with your consent or the consent of a member of your family
- (b) resulting from or caused by:
 - inherent defects, structural defects, faulty workmanship, faulty design or any gradual process
 - wear, tear, rust, corrosion, depreciation or gradual deterioration, mildew, mould or algae
 - any consequential loss
 - erosion, subsidence, landslide or earth movement
 - storm or wind damage to property in the open air
 - water entering the home through an opening made for the purpose of alterations, additions, renovations or repair
 - flood
 - the action of the sea, high water, tidal wave, tsunami.

The cover under this Policy will be void for any period in excess of 60 consecutive days during which the home has been left unoccupied and you have not obtained our written agreement.

The Policy will 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
- (b) death or bodily injury to you or to any person who normally lives with you
- (c) damage to property belonging to you or any person who normally lives with you or to your or their employees
- (d) the ownership, custody, or use of any lift, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 4 meters in length (except canoes, surfboards, surf skis or sailboards) or motorised water craft in excess of 10 horsepower
- (e) the conduct of any activity carried on by you or your family for reward except babysitting on a casual basis
- (f) directly or indirectly, out of or in connection with the actual or alleged use or presence of asbestos

(g) building work, construction or demolition of a building, including the home if the value of the work exceeds \$50,000

(h) the ownership or use of any motor vehicle.

The Policy will not insure you or your family against fines, penalties, or punitive, aggravated, multiple or exemplary damages.

These are only some of the events that are not covered by this insurance. Please read the TenantCover Insured Events Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

The amount of any claim made against the Policy may be reduced

- (a) where an excess applies (any applicable excess will be shown in your Policy Schedule).
- (b) where the value of an item exceeds any applicable sum insured sub limit.
- (c) where you do not comply with a condition of this Policy and this contributes to any loss or damage

You should refer to the General Conditions in Part B of this document for full details of all the General Conditions.

Some General Conditions include:

- you must tell us about changes that increase the risk of this insurance
- you must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury
- we may agree to insure your contents only if certain specified burglary protection devices are installed. The required devices, if any, will be noted on your Policy Schedule
- you must take reasonable care to:
 - protect and maintain the property insured under this Policy
 - prevent damage or injury to others or their property
 - minimise the cost of any claim under this Policy, or
 - comply with all statutory obligations and by-laws or regulations relating to the safety of person or property.

If you do not, we will not pay for loss, damage, liability or injury to which this failure to take reasonable care contributes.

Significant risks

This product may not match your expectations

This product may not match your expectations (for example, because an exclusion applies). You should read the PDS (Part A of this document) and the Policy Terms and Conditions (Part B of this document) carefully. Please ask your Financial Services Provider if you are unsure about any aspect of this product.

Your sum insured may not be adequate

The Policy provides replacement or reinstatement conditions for contents, up to the Sum Insured, which means that claims are settled without contribution for age, depreciation or wear and tear

It is important that you read the sub-limits in the Terms and Conditions for items such as works of art, antiques, items of jewellery, collections, office equipment and cash. For example, there is a sub limit on jewellery of \$1,000 per item, and \$1,500 in total. If it would cost more than this to replace your jewellery as new, then this policy may not be suitable for your needs and you should consider other insurance products.

Over-insurance

If your contents are damaged beyond economic repair, we will pay no more than the reasonable cost of replacement when new even if you have insured for an amount greater than the reasonable cost of replacement when new.

Overdue premium

You must pay your premium on time otherwise your Policy may not operate.

If you have not paid your premium by the due date this Policy will not operate and there will be no cover.

For more detailed information regarding payment options refer to the section headed 'How you can pay your premium' in Part B (Terms and Conditions).

A claim may be refused

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the Policy conditions, if you do not comply with your Duty of Disclosure, or if you make a fraudulent claim.

The cost of this insurance Policy

The total premium is the amount we charge you for this insurance Policy. It includes the amount which we have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on your Policy Schedule.

When calculating your premium we take a range of rating factors into account. These factors, and the degree to which they affect your premium, will depend upon the information you provide to us.

The following factors have a significant impact on the calculation of your premium:

- Contents
- geographic location
 - whether or not the home has an alarm

Duty of Disclosure – what you must tell us

Under the Insurance Contracts Act 1984 (the Act), you have a Duty of Disclosure. The Act requires that before a policy is entered into, you must give us certain information we need to decide whether to insure you and anyone else to be insured under the policy, and on what terms. Your Duty of Disclosure is different, depending on whether this is a new Policy or not.

New business

Where you are entering into this Policy for the first time (that is, it is new business and is not being renewed, varied, extended or reinstated) you must tell us everything you know and that a reasonable person in the circumstances could be expected to tell us, in answer to the specific questions we ask.

When answering our questions you must be honest.

- **Who needs to tell us**

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

- **If you do not tell us**

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the Policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the Policy as never having worked.

Renewals, variations, extensions and reinstatements

Once your Policy is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

- **You do not have to tell us about any matter**

- that diminishes the risk
- that is of common knowledge
- that we know or should know in the ordinary course of our business as an insurer, or
- which we indicate we do not want to know.

- **If you do not tell us**

If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having worked.

Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth.), when collecting and handling your personal information. QBE has developed a privacy policy which explains what sort of personal information we hold about you and what we do with it.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claims you make. We will only use and disclose your personal information for a purpose you would reasonably expect.

We may need to disclose personal information to our reinsurers, (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, our advisers and those involved in the claims handling process (including assessors and investigators), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of litigation. We may disclose personal information to people listed as co-insured on your policy and to family members or agents authorised by you. We may also disclose information to organisations which conduct customer service surveys on our behalf. We will request your consent to any other purpose.

By providing your personal information to us, you consent to us making these disclosures. Without your personal information we may not be able to issue insurance cover to you or process your claim.

You also have the opportunity to find out what personal information we hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge. For further information about our Privacy Policy or to access or correct your personal information, please contact The Compliance Manager, QBE Insurance (Australia) Limited, GPO Box 82 Sydney NSW 2001. Telephone: (02) 9375-4656, Fax: (02) 8275-9022 or Email: compliance.manager@qbe.com

The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice. The Code aims to:

- promote more informed relations between insurers and their customers; and
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

How to make a claim

Please contact your Financial Services Provider to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim. Full details of what you must do for us to consider your claim are provided in the 'Claims' section in part B of this booklet.

Dispute resolution

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to your complaint within 15 working days.

If you would like to make a complaint or access our internal dispute resolution service please contact your nearest QBE office and ask to speak to a dispute resolution specialist.

If you are not happy with our answer, or we have taken more than 15 working days to respond, you may take your complaint to the Insurance Ombudsman Service (IOS), an ASIC approved external dispute resolution body.

The IOS resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to you. QBE is bound by the determination of the IOS but the determination is not binding on you.

We will provide the contact telephone number and address of the IOS office upon request.

Taxation implications

Goods and Services Tax

The Policy has provisions relating to GST. In summary, they are as follows but please read the provisions in full. They can be found in Part B Terms and Conditions, under the heading 'How Goods and Services Tax affects any payments we make'.

- The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.
- The sum insured and other limits of insurance cover shown on your Policy documentation are GST inclusive.
- When we pay a claim, your GST status will determine the maximum amount we pay.

Other Taxation implications

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

Cancelling your Policy

How you may cancel this Policy

- You may cancel this Policy at any time by telling us in writing that you want to cancel it. You can do this by giving the notice to your Financial Services Provider.
- Where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

How we may cancel this Policy

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

The premium

We will refund to you the proportion of the premium for the remaining period of insurance.

Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your Financial Services Provider electronically or in writing within 21 days from the date the Policy commenced.

This cooling-off right does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights however your Financial Services Provider may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

PART B – POLICY TERMS AND CONDITIONS FOR HOME AND CONTENTS INSURED EVENTS POLICY

Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

Our agreement with you

This Policy is a legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as set out in the Policy, occurring during the period of insurance shown on your Policy Schedule or any renewal period.

The excesses set out in the section headed 'What you must pay if you make a claim – Excess' apply to all claims except where otherwise stated. The amount of any excess that applies to your Policy will be shown on your Policy Schedule.

The exclusions in the section(s) headed 'When you are not covered' and conditions in the section headed 'General Conditions' apply to all types of cover.

Your Policy

Your TenantCover Insured Events Policy consists of Part B (Terms and Conditions) of this booklet and the Policy Schedule we give you.

Please read your Policy carefully, and satisfy yourself that it provides the cover you require.

If you want more information about any part of your Policy, please ask your Financial Services Provider, EBM Insurance Brokers, whose full details appear on the front of this document.

You should keep your Policy Booklet and Policy Schedule together in a safe and convenient place for future reference.

Providing proof

So that your claim can be assessed quickly you should keep the following:

- receipts or other confirmation of purchase, and
- valuations.

We may ask you for these if you make a claim. You must be able to prove to us that you have suffered a loss that is covered by this Policy before we will pay you for it.

Other party's interests

You must tell us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if you have told us about them and we have noted them on your Policy Schedule.

How you can pay your premium

You can pay your premium in one annual payment by cash, cheque, credit card or EFTPOS.

Paying your annual premium

You must pay your annual premium by the due date. If we do not receive your premium by this date or your payment is dishonoured this Policy will not operate and there will be no cover.

Preventing our right of recovery

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

How Goods and Services Tax affects any payments we make

The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.

The sum insured and other limits of insurance cover shown on your Policy documentation are GST inclusive.

When we pay a claim, your GST status will determine the maximum amount we pay.

When you are:

- not registered for GST, the maximum amount we pay is the sum insured or the other limits of insurance cover including GST.
- registered for GST, the maximum amount we pay is the sum insured or the other limits of insurance cover less any Input Tax Credit to which you are entitled or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number & Taxable Percentage. Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured or the other limits of insurance cover, we will only pay an amount for GST (less your

entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, Input Tax Credit, Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

Words with special meanings

Some key words and terms used in this Policy have a special meaning.

If words and terms are only used in one Section of the Policy, we will describe their special meaning in that Section.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

Word or Expression	Meaning
Period of insurance	The period shown on the Policy Schedule.
Policy Schedule	The schedule of insurance, or any endorsement schedule we give you.
Site	The address shown on your Policy Schedule where your contents are kept.
We, our, us	QBE Insurance (Australia) Limited, ABN 78 003 191 035
You, your	The person(s), companies or firms named on the current Policy Schedule as the 'Insured'.
Your family	Any member of your family who lives permanently with you, including your partner.

Cover for your contents

This part of the policy contains the following three sections:

- Section 1: What 'Contents' mean
- Section 2: Cover for your Contents – Insured Events
- Section 3: Cover for your Legal Liability

Section 1: What 'Contents' mean

Contents

Your Policy Schedule indicates your contents sum insured.

What 'contents' means

'Contents' means, items (a) to (c) below, while they are at the site within buildings fitted with working locks on to all external doors, and which belong to you or your family or for whose loss or damage you or your family are legally liable. Contents are:

- all household goods (including carpets whether fixed or not), and personal effects, but excluding cash, coins and negotiables.

'Negotiables' means treasury notes, savings certificates, stamps, money orders, gift certificates and any other negotiable instruments

- landlord's fixtures and fittings for which you are legally liable and fixtures and fittings installed by you for your own use

- any of the following equipment if it does not require registration:

- golf buggies
- garden equipment, or
- motorised wheelchairs

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 (c) under the heading 'What contents means'
- (e) watercraft
- (f) aircraft or their accessories (other than a toy, non-pilotable model aircraft)
- (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 or on 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:
 - illegally in your possession
 - stored in a dangerous and illegal way, or
 - any equipment connected with growing or creating any illegal substance
- (j) items used for any commercial purpose or reward
- (k) your home or any part of your home.

Section 2: Cover for your Contents – Insured Events

What you are insured against, and what you are NOT

You are insured for loss or damage to your contents caused directly by any of the 'insured events' which occur at the site set out in the left column of the following table (except to the extent indicated in the right column of the table). There are also some limits and exclusions described under 'How we will pay' and 'When you are not covered', which you must read.

You are insured against loss or damage caused directly by the following insured events	But not
(a) Fire or explosion	Loss or damage to any item caused by scorching, melting, or charring without flames.
(b) Storm (including cyclone or hurricane) and/or rain, which may be accompanied by snow, sleet or hail	Loss or damage caused by: <ul style="list-style-type: none"> • storm, rainwater or wind to property in the open air • flood; <p style="margin-left: 20px;">flood means the inundation of normally dry land by water from any watercourse, lake, canal, dam or reservoir</p> • the action of the sea, high water, tidal wave or, tsunami; <p style="margin-left: 20px;">tsunami means a sea wave caused by disturbance of the ocean floor or by seismic movement</p> • water seeping through a wall or floor • mildew, mould or algae • atmospheric conditions other than storm.
(c) Theft	Loss or damage caused by: <ul style="list-style-type: none"> • theft by any person who is living at the site unless there is evidence that your home has been entered forcibly and violently. <p style="margin-left: 20px;">'forcible and violent entry' does not include: <ul style="list-style-type: none"> – entry through a door or window that has been left open or unlocked, – where the home has been entered with the consent of the owner or occupier of the home. </p>

How we will pay

Contents

- (a) At our option we:
- repair the damaged items, or
 - replace the items with items substantially the same as, but not better than when new, or
 - pay the reasonable cost of repair or reinstatement to a condition substantially the same as, but not better than when new, or
 - pay up to the sum insured shown on your Policy Schedule.
- If your contents are damaged beyond economic repair, we will pay no more than the reasonable cost of replacement when new even if you have insured for an amount greater than the reasonable cost of replacement when new. When we pay your claim for all your contents being damaged beyond economic repair, the Policy is exhausted and comes to an end. We will not pay more than the total contents sum insured for all contents lost or damaged.
- (b) If we agree to pay a claim where film, photos, home movies or home videos or any similar recorded material is destroyed, we pay for the replacement with new, blank film, videos or similar (e.g. If a compact disc upon which you had photos stored is destroyed, we would replace it with a new, blank compact disc). We do not pay to reconstruct any circumstances or conditions.
- (c) If we agree to pay a claim 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.
- (d) Where an item required to settle a claim that we agree to pay is not commercially available in Australia, at our option, we:
- replace the item with the nearest equivalent or similar new item available in Australia or overseas, or
 - pay the cost to replace the item with the nearest equivalent or similar new item available in Australia or overseas.
- (e) The maximum we pay on the following contents items is shown in the table below. 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, antiques.	\$1,000 per item and in total \$1,500
(b) Items of jewellery, gold or silver articles, furs, watches.	\$1,000 per item up to a total of \$1,500
(c) Collections of any kind.	\$1,000 per collection up to a total of \$1,500
(d) Accessories, or spare parts of motor vehicles (including motor cycles 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.	\$1,000 in total
(e) Bicycles.	\$1,000 per bicycle

Note: Antiques

Where we pay a claim for an antique item, and the market value of the item exceeds the cost of its replacement with a new item because of its antiquity and rarity, we will treat the market value as though it is the cost to replace the lost or damaged antique with a new item provided our liability will not exceed the Maximum Limit set out in (a) above.

- (f) Floor and Wall Coverings, Blinds and Curtains
For wall coverings, and carpets and other floor coverings, curtains and internal blinds, we pay only for items in the room, hall or passage where the damage occurred.
- (g) Pairs and Sets
A 'pair or set' means 2 or more articles, the collective value of which exceeds the sum of their individual values.

If any item lost or damaged is part of a pair or set, we pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a pair or set, or for any reduction in value of the remaining part or parts.

Section 3: Cover for your Legal Liability

What you are covered 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 to pay for:

- (a) the death of, or bodily injury to, any person
- (b) the loss of, or damage to, property

resulting from an occurrence during the period of insurance, anywhere in Australia 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, bodily injury or loss or damage to property arising from one original source or cause as one occurrence.

Motor Vehicle Liability

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 to pay for:

- the death of, or bodily injury to, any person
 - the loss of, or damage to, property
- arising from the ownership, custody, or use of:
- any vehicle which is a type that is not required to be registered by law
 - any motorised wheelchair
- resulting from an occurrence 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
- (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 s.45 of the Insurance Contracts Act, 1985).

What you are NOT covered against

(applies to 'Legal 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
- (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
- (b) death of or bodily 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:
 - has used your home, or
 - is living with you and intends or intended to use your homeas 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 bodily 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, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 4 metres in length (except canoes, surfboards, surf skis or sailboards) or motorised watercraft in excess of 10 horsepower
- (g) the conduct of any activity carried on by you or your family for reward except for babysitting on a casual basis
Babysitting cannot be considered to be on a casual basis where:
 - the babysitting is not of a casual nature
 - any licence or other permission is required by any government body or public authority in order to legally conduct the babysitting
 - the income derived from babysitting is the primary or only source of the household's income
 - there is a registered business associated with the babysitting.
- (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 \$50,000
- (j) death or bodily 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
- (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
- (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.

What we will pay

- (a) We pay up to \$10,000,000 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.

Additional benefits

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

We pay the additional benefit as part of the sum insured for contents:

1. Removal of debris

If your contents

- are damaged by an insured event, and
- we agree to pay a claim

we pay the reasonable costs of removal of contents debris from the site to the nearest authorised facility.

2. Change of site

If this Policy insures your contents and you are moving into a new home within Australia, we insure your contents at both sites for a maximum of 30 days. The maximum we pay at each site will be the proportion of the sum insured that the value of the contents at that site bears to the total value of the contents at both sites.

You must tell us of your new address within 30 days of first moving to it. If you wish to insure your contents at your new address after that 30 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.

What you must pay if you make a claim – Excess

'Excess' means the first amount you must contribute to any claim you make under this Policy.

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

Where a sub-limit is applicable, the excess will be applied to the claim prior to applying the sub-limit. For example, if a ring worth \$2,000 was stolen from the home, the \$1,000 per item jewellery sub-limit would apply.

If a \$300 excess was applicable, this would be applied to the \$2,000 claim, rather than the \$1,000 sub-limit. Therefore, \$1,000 would be payable. If the stolen ring was worth only \$1,000, we would pay \$700 - \$1,000 less the \$300 excess.

When you will NOT have to pay an excess

You will not have to pay an excess if we agree to pay a claim as a result of damage that renders your entire contents beyond economic repair.

When you are not covered

General exclusions applying to this Policy

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of 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 war-like 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(s) of Terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

For the purpose of this exclusion, an 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, or
- involves damage to property, or
- endangers life other than that of the person committing the action, or
- 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.

3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

Additional exclusions applying to this Policy

These additional exclusions apply to cover for your contents,

- (a) loss or damage 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
- (b) loss or damage resulting from or caused by:
 - the lawful seizure, confiscation, nationalisation or requisition of the property insured
 - destruction of or damage to property by any government or public or local authority
 - the deliberate application of heat (for example, this would include where an element under or forming part of a ceramic cooktop causes damage to the cooktop)
 - inherent defects, structural defects, faulty workmanship, faulty design or any gradual process
 - wear, tear, rust, corrosion, depreciation or gradual deterioration

- mildew, mould, algae, atmospheric or climatic conditions (other than as described under insured event, (b) storm)
- settling, shrinkage or expansion in buildings, foundations, walls or pavements
- the removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repair
- mechanical, electrical or electronic breakdown
- loss of or damage to electronic data caused by electronic or mechanical derangement or malfunction or by a virus, or processing error
- any consequential loss other than that specifically provided by this Policy
- any process of cleaning involving the use of chemicals
- rodents, vermin, birds, wildlife or insects gnawing, biting, chewing, pecking, clawing, scratching or in any way polluting or contaminating your contents

For example: If a mouse was to chew through an electrical wire, which led to a fire, the damage caused directly by the fire would be covered by this Policy under insured event (a), however any damage caused by the mouse's chewing would not be covered by this Policy.

- tree roots
- erosion, subsidence, landslide or earth movement other than as a direct result of one of the following insured events (refer to items a and b, under 'What you are insured against, and what you are NOT'):
 - storm
 - explosionand occurring no more than 72 hours after the event
- the action of the sea, high water, tidal wave, tsunami 'tsunami' means a sea wave caused by a disturbance of the ocean floor or by seismic movement.
- (c) loss or damage to items for sale on consignment.

General conditions

Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it, and
- we give you a new Policy Schedule detailing the change.

Other interests

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

Any person whose interests you have told us about and we have noted on your Policy Schedule is bound by the terms of this Policy.

Cancelling your Policy

How you may cancel this Policy

- You may cancel this Policy at any time by telling us in writing that you want to cancel it.
- Where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

How we may cancel this Policy

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

The premium

We will refund to you the proportion of the premium for the remaining period of insurance.

Notices

Any notice we give you will be in writing, and it will be effective:

- if it is delivered to you personally, or
- if it is delivered or posted to your address last known to us.

It is important for you to tell us of any change of address as soon as possible.

Changes

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

Examples of circumstances where the risk of loss, damage or injury may increase include where:

- you are having renovations undertaken
- the home is left vacant or unoccupied for a period exceeding 60 days
- the home falls into a state of disrepair
- your home is opened up to the public for an exhibition or similar event (including if it is not for reward), or
- you are participating in a public exhibition (including if it is not for reward).

Unoccupancy

If your home is unoccupied for more than 60 consecutive days, you must tell us and obtain our written agreement for cover to continue.

If you do not do so, the cover for home and contents is void for the period in excess of 60 consecutive days during which the home has been left unoccupied.

The period of 60 consecutive days is calculated from the date when the home was last occupied regardless of the commencement or renewal date of the Policy.

'Occupied' means that the home is furnished such that it is comfortably habitable and you, your family or someone with your consent has resided in the home overnight.

To be occupied the home must:

- contain at least one usable bed/mattress
- contain at least one dining table or bench, a chair and some other furniture
- contain a functioning refrigerator
- be connected to the electricity, and
- be connected to hot and cold running water.

Salvage

We are entitled to obtain and retain any items or materials that are salvaged or recovered after you make, and we agree, to pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds. We may choose to sell the items or materials to you, if you agree to pay the market price for the items or materials.

Burglary protection

We have agreed to insure your contents only in buildings at the site that are fitted with working locks to all external doors.

Care and maintenance

If you do not take reasonable care to:

- protect and maintain the property insured
- prevent damage or injury to others or their property
- minimise the cost of any claim under this Policy, or
- comply with all statutory obligations and by-laws or regulations relating to the safety of person or property

we will not pay for loss, damage, liability or injury to which this failure to take reasonable care contributes.

Adjustment of premium on renewal

If a claim occurs in the previous period of insurance and you do not notify us until after the premium for the current period of insurance was calculated, then you must pay any additional premium that would have been calculated had you told us about the claim on the day that the claim occurred. This condition does not affect any other rights that we have, including the rights that we have under 'Your Duty of Disclosure'

Claims

What you must do

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 immediately if any of your property is lost, stolen, or maliciously or intentionally damaged
- tell us or your Financial Services Provider as soon as possible. You will be provided with a claim form and advice on the procedure to follow
- supply us with all information we require to settle or defend the claim
- notify us of any other insurance covering the same loss, damage or liability
- co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person.

In an emergency outside normal business hours you may ring our emergency service on 1800 023387 for assistance.

If in doubt at any time, ring us or your Financial Services Provider for advice.

What you must not do

You must not:

- authorise repairs to or arrange replacement of any of the property insured in connection with any claim without our consent, other than emergency repairs necessary to prevent further loss. If we agree to pay your claim, we will pay for these repairs, but you must retain all receipts.
- admit liability if an accident occurs which is likely to result in someone claiming against you.

What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

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 Policy Schedule.

We may refuse to pay a claim if you are in breach of your Duty of Disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

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.