

Home Cover

Insurance Product Disclosure Statement
and Policy Wording



MYER insurance
issued by QBE

Introduction & Welcome

We understand how important it is to be comfortable with your cover so we're glad you chose QBE to take care of your insurance. As the largest Australian owned general insurer and reinsurer, we've been taking care of the insurance needs of Australians since 1886. Safe, strong and secure, you can be confident you've made a great choice.

Inside, you'll find the information you need to know about your policy. We explain what your policy covers, information about discounts and excesses and importantly, how to make a claim. Remember, whether you call us for a quote, or to report a claim, or to change your details, you can rely on our friendly team to help you.

Please take the time to read through this booklet and if you have any questions or need more information, call us on 1300 155 694 or the phone number at the top of your schedule. Thank you for making QBE your first choice.

About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFS Licence 239545 ("QBE Insurance") 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.

QBE is exempt from the requirement to hold professional indemnity insurance as we are regulated by the Australian Prudential Regulation Authority (APRA). These compensation arrangements comply with ASIC's requirements. If you require further information in relation to these arrangements, please contact QBE.

About Myer

Myer Pty Ltd ABN 83 004 143 239 Authorised Representative Number 269255 ("Myer") is an Authorised Representative of QBE Insurance. Myer is authorised by QBE Insurance (Australia) Limited to arrange QBE Home Cover Insurance on their behalf.

Date of preparation: 28 April 2010

Effective date: 15 May 2010

QBE Insurance is the insurer of the product and we as their Authorised Representative, do not act on your behalf. We and our staff do not have authority to give you any advice (i.e. recommendation or opinion about the financial product). We can provide you with factual information on the product to help you decide if it is right for you. The choice is yours.

Myer Remuneration

Myer receives commission from QBE Insurance, which is part of the total premium paid by you to them for the product. The rate is 18.5% and is payable to Myer by QBE Insurance (Australia) Limited for each policy issued. Our staff are paid an annual salary.

Myer may also receive a profit share based on the profit earned by QBE Insurance (Australia) Limited on the policies sold. These payments are made by QBE Insurance (Australia) Limited within an agreed period on a percentage of profit. The amounts are paid at the end of each year.

Financial Claims Scheme

This policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from APRA - www.apra.gov.au or 1300 13 10 60.

Contacting Us

If you require any further information or have a query or complaint please ring our contact centre on 1300 155 694 or email us at myerinsurance@qbe.com.

If you wish to lodge a claim please contact us on 1300 155 694.

YOUR HOME COVER PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

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PRODUCT DISCLOSURE STATEMENT

Important Information and Notices

ABOUT OUR PRODUCT DISCLOSURE STATEMENT AND INSURANCE POLICY WORDING

This document is a Product Disclosure Statement (PDS) and is also our insurance policy wording. Other documents may comprise our PDS and we will specifically tell you if this is the case in the relevant document.

This document contains important information to help you understand this insurance. ***It is up to you to choose the cover you need. This document contains information which can help you decide. Any advice in this document is of a general nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if this insurance is right for you.***

What You Should Read

To understand the features, benefits and risks of this insurance and to determine if it is appropriate for you, it is important that you read:

- all of the Product Disclosure Statement part – this information is designed to help you understand this insurance and your rights and obligations under it;
- the Home Cover part which commences on page 14. It tells you about:
 - what makes up the insurance (ie. your contract with us which we call a policy);
 - important definitions that set out what we mean by certain words;
 - the cover we can provide (see Sections 1,2,3,4,5 and 6);
 - what excesses you may have to pay (see Section 9.6);
 - when you are not insured (see Sections 1, 2, 3, 4, 5, 6 and 8);
 - how we settle your claim (see Section 7) and what you need to do in relation to claims (see Section 9);
 - the other conditions which apply to the insurance and that you must comply with (see Section 10);
 - your and our cancellation rights (see Section 11);
 - the special conditions which apply if you pay your premium by instalments (see Section 12);

- the record of conversation and check that your answers to our questions are correct as we have relied on this information to provide you this insurance;
- any schedule (refer to the definition of schedule on page 20) when it is issued to you; and
- any other documents we may give you which vary our standard terms of cover set out in this document.

These documents should be read carefully together. It is important that they are kept in a safe place.

Summary of Cover and Significant Benefits and Risks

The following is a summary only and does not form part of the terms of your insurance. We give examples of some of the significant benefits and risks but you need to read the Home Cover part of this document which sets out the terms and conditions of this insurance to make sure it matches your expectations.

References to Section numbers refer to the Section in the Home Cover part of this document.

What are you covered for?

This insurance is designed to cover you for loss or damage to your insured building or contents caused by the listed insured events that occur during the period of insurance (see Sections 1 and 2 for details and any limits that apply and Section 7 and 8 which sets out how we settle your claim for the above cover). Your policy schedule will indicate if you have insured your building and/or your contents.

Your cover may also include the following additional benefits up to specified limits – Fusion of Electric Motors, Building Costs, Accommodation Costs, Frozen Food, Contents Temporarily Removed from Your Home and Contents Temporarily in Transit in Your Vehicle (these are only some of the additional benefits, see Section 3 for details and any limits that apply). Some of the additional benefits may only apply specifically to building or contents insurance.

There are optional benefits available to you for an additional premium such as Domestic Workers Compensation. (See Section 4 for further details on our optional benefits). Your Policy schedule will indicate what optional benefits you have selected. Some of the optional benefits may only specifically apply to building or contents insurance.

If you have selected Valuables insurance, you are covered for your valuable items away from the home within prescribed geographical limits for theft or when they are accidentally lost or damaged (see section 5 for further details). Your policy schedule will indicate if you have selected Valuables Insurance.

If this policy insures your building, we also cover you (and certain other persons we specify) as an owner or occupier against legal liability for accidental death or bodily injury to certain other persons as well as accidental damage to certain other person's property. The event causing liability must occur at your insured home or site and during the period of insurance (see Section 6 for details of the available cover and any limits that apply to it).

If this policy insures your contents, we also cover you (and certain other persons we specify) anywhere in the world against legal liability for accidental death or bodily injury to certain other persons as well as accidental damage to certain other person's property. The event causing liability must occur during the period of insurance (see Section 6 for details of the available cover and any limits that apply to it).

Monetary limits on the cover

We can insure you up to the amount of the sum insured or other specified limits for your insured property for the insured events listed. These are specified in the relevant clauses in the Home Cover part or on the schedule.

We have available for you on-line sum insured calculators that can assist you in determining an adequate sum insured. You will find these sum insured calculators by visiting our website www.qbe.com.au/australia/ and follow the links to the home insurance page. Alternatively, you can call us on 1300 155 694 to obtain a hardcopy guide.

For high risk items, unless the items are specified on your schedule, the sum insured for these items is limited. Some examples of high risk items include cash, bicycle, document, firearm, jewellery, photographic equipment, sporting equipment, watch and portable musical instrument (see Section 2.1 which sets out the full details of high risk items and the limits that apply).

The legal liability cover insures you up to a set limit of liability which is shown on the schedule. We do not pay more than this limit if this policy insures both your building and your contents and this policy insures you and your family for the same liability (see Section 6.3 for details).

You need to make sure you are happy with the relevant sum(s) insured and limits. If you do not adequately insure yourself you may have to bear the uninsured proportion of any loss yourself.

For example, if this policy insures your building and you don't have a sufficient sum insured to totally replace your building you will bear the shortfall. The cost of demolition and removal of debris from the site, and other costs, such as the cost of employing an architect or surveyor, the replacement of other structures such as in-ground swimming pools, driveways, and outdoor buildings needs to be included in the sum insured. Section 3.10 of the policy details specifically the additional cover provided for rebuilding costs. If you are unsure whether your home is insured for the correct amount, you should seek professional advice.

Alternatively, another example may be if this policy insures your contents and if you don't have a sufficient sum insured to replace your household items at new cost you will bear the shortfall. Major items, personal items and general use household items should all be included in the sum insured. You need to evaluate how much insurance you require to ensure that you have sufficient funds to cover the cost of all of your home contents if they were lost or totally destroyed by an insured event.

If this policy insures your valuables, you must also ensure you have a sufficient sum insured to replace your valuable items as new cost or you will bear the shortfall.

You should also advise us of any changes in the details of the information you have given us. Otherwise your insurance may not be sufficient. Changes might include the purchase of a new high risk item or revaluation of an existing item (eg. jewellery).

Payment of Excesses

Excesses may also apply to any claim under this insurance.

An excess is an amount you have to pay each time you make a claim. The excesses that are applicable are noted on the schedule.

An excess will be applied for each incident where a claim is made. The excess can be removed if you pay an additional premium. Alternatively you can choose to have a higher excess in return for a discount on your premium payable.

Note, when both your building and your contents are insured with us, you will only have to pay one excess for an incident. If the excess level is different between your building cover and your contents cover, the higher of the two will be payable.

We will tell you the amount of any excess when you apply for cover. They may vary according to a number of factors, such as your risk location and your insurance history.

If you have selected Valuables Insurance, any claims made under this section of the policy are subject to a separate excess shown on the schedule.

What you are not covered for

There are certain times when this insurance may not provide cover.

Some events we may not cover include:

- Damage caused by the seas or river flood (see Section 1.12).
- Damage caused by water seeping or entry of water to your building unless through an opening caused by the storm or a direct result of it (see Section 1.12).
- Damage to your building and/or contents caused by water or another liquid escaping as the result of a gradual process (see Section 1.7).
- A deliberate act by you or certain other persons (see Sections 1.1, 1.2, 1.7, 1.8, 1.13, 3.19, 5.0 and 6.1).
- Glass breakage if the glass is part of a clock, picture, television set, radio or computer monitor (see Section 1.13).
- Theft from a motor vehicle left unattended (except when in a locked garage) unless the theft is a result of forced entry into the locked motor vehicle (see section 5.0).
- Wear and tear, depreciation, deterioration, atmospheric condition, mould, mildew, insects, vermin, action of light, rot or inherent defect (see section 5.0).
- Sporting equipment accidentally lost or damaged while physically in use or play (see section 5.0).
- Accidental Damage to your Building and/or your Contents.

You may not be covered when your home is unoccupied for more than 60 consecutive days (see Section 8.1) or if your home is unfurnished and unoccupied for more than 30 consecutive days (see Sections 8.2).

There is no insurance for any legal liability for bodily injury or death to you and others who we have specified in the Home Cover part (see exclusions in Section 6.1).

These are only some of the events that are not covered by this insurance. Please read the Home Cover part of this document which sets out the exclusions to make sure the cover we provide matches your expectations.

We may also refuse to pay or reduce the amount we pay under a claim:

- if you do not comply with the cover conditions (please read the Home Cover part of this document for details of the conditions to make sure you understand your obligations);
- if you do not comply with your Duty of Disclosure (see the Duty of Disclosure notice on page 9 for details); or
- if you make a fraudulent claim.

We can also cancel your policy in certain situations permitted by law. For example, if you breach your Duty of Disclosure or a condition of the insurance (see Section 11 for details).

Important Things To Know

Keep receipts – You should keep receipts, invoices or other evidence of ownership and value of all property that you insure because if you make a claim you will be asked to prove ownership and value in order for us to pay the claim.

If you move and do not tell us – You must notify us when you change your place of residence. This insurance and the premium payable is based on the address you have provided, which is shown on the schedule. You may have to pay an additional premium as a result of changing your address. If you change address and you do not inform us you will have no insurance at the new address.

Renovating - If this policy insures your building and the building is renovated, you must revise your building sum insured to include the value of the renovation or else your sum insured may become inadequate,

Total loss – When your building and/or contents is a total loss and we have paid out the total sum insured, this insurance ceases. If you rebuild your home and/or purchase new contents, this will require a new insurance contract commencing at that time with an applicable premium.

If this policy insures your valuables, when your valuable is a total loss and we have paid out the total sum insured, this insurance ceases on that item. When one of several items is replaced the insurance only ceases on the single item not the whole policy. If you replace the valuable, this will require new valuables cover commencing at that time with an applicable premium. If a single item was insured under valuables insurance, then a new valuables insurance cover is required. However if the valuables insurance remains current as it has other items covered then the new item can be added to the existing list of items.

Overdue Premium – You must pay your premium on time otherwise your insurance may not operate. If you have not paid by the due date or your payment is dishonoured we may cancel the policy. We will do so by providing you with written notice.

If you pay your premium by 7 or more instalments in a year and any instalment remains unpaid for 1 month or more we may refuse to pay a claim (see Sections 11 and 12 for details).

Renewing your insurance – When renewing your insurance with us you must also advise us of any changes to your claims, insurance or criminal history. We will notify you in writing of any effect a change may have on your insurance renewal.

Please read the Home Cover part of this document which sets out details of the conditions to make sure you understand your obligations, as these are only some examples.

Need Assistance?

If you have any questions or are unsure about any aspect of this insurance product please call QBE Insurance staff for assistance on 1300 155 694.

Applying For Cover

Based on the information you provide when applying for this insurance, we may be able to offer cover and terms specific to you. Once we have agreed to cover you (we tell you when), we will issue you with a schedule confirming this, including the following information:

- the sum insured of your building and/or your contents and/or your valuables.
- any specified contents, miscellaneous valuables cover if selected and/or specified valuables and their sum insured.
- excess(es) applicable.
- premium including taxes and charges.

If you have made no claims under this insurance and renew with us, you may be entitled to a no claim discount. You will be told if any discount applies in any renewal invitation. The no claim discount can affect the premium for your building and/or contents. The no claim discount is not applicable to Valuables Insurance.

The Cost Of This Insurance

In order to calculate your premium, we take various factors into consideration, including:

- the sum(s) insured.
- the address of your building and/or contents and/or valuables covered.
- any no claim discount to which you may be entitled on your building and/or your contents.
- your insurance history.
- the security features of your home.

The premium also includes amounts payable in respect of compulsory government charges including Stamp Duty, GST and any Fire Service Levy (where applicable). It varies according to a number of factors such as your net premium, your risk location and your insurance history.

When you apply for this insurance, you will be advised of the premium. If you choose to effect cover, the amount will be set out in the schedule.

21 Day Cooling Off Period

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 we must receive your request either in writing or via email (enquiries@qbe.com.au) within 21 days of its commencement.

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 we may deduct certain amounts from any refund (see Section 11 for details).

Confirming Transactions

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

New Business

What you must tell us

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

Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else who is an insured under this insurance.

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 your insurance. If you answer our questions fraudulently, we may refuse to pay a claim and treat the insurance as never having worked.

Renewals, variations, extensions and reinstatements

Once your insurance 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 insurance, 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 this insurance, and if so, on what terms.

You do not have to tell us about any matter:

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

Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the insurance in respect of a claim or may cancel the insurance.

If your non-disclosure is fraudulent, we may also have the option of avoiding the insurance from its beginning.

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;
- 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 QBE to make a claim. We have a 24 hour Claims Hotline that you can contact on 1300 155 694.

You should advise us as soon as possible of an incident which could lead to a claim.

Having the required documentation and possibly photographs of the items will assist in having your claim assessed and settled.

When you make a claim you must:

- provide details of the incident and submit to us all letters, documents, valuations, receipts or evidence of ownership that you have been asked to provide;
- if we require it, complete the claim form we would have provided you;
- allow us to inspect your home and take possession of any damaged item;
- take all reasonable steps to reduce the damage or loss and prevent further loss or damage;
- inform the police immediately following theft or vandalism;
- not dispose of any damaged items without first seeking our approval; and
- not get repairs done, except for essential temporary repairs, until we give you authority and we reserve the right to choose the repairer or supplier.

These are only some of the things that you must do if making a claim. Please read Section 9 which sets out claims information and what you must do if making a claim.

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 Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body.

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

We will provide the contact telephone number and address of the FOS on request.

Our Privacy Promise

The Privacy Act 1988 (Cth) (the Act) regulates the way private sector organisations, such as QBE collect, use, protect and disclose personal information. We are committed to safeguarding your privacy and the confidentiality of your personal information.

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 made by you.

Without this personal information we may not be able to issue insurance cover, administer your insurance or process your claim.

We or our authorised agent may disclose your personal information to:

- a mail house, records management company or technology service provider (for printing and/or delivery of mail, including secure storage and management of our records);

- a financier whose name appears on your policy (for the purpose of confirming the currency of your policy or when you have a claim and the insured property is a total loss, to confirm if the financier has a current interest);
- an organisation that provides you with banking facilities (for the purpose of arranging direct debit or other payment transaction or confirming payments made by you to us);
- any person authorised by you;
- a financial services provider or our agent who is arranging your insurance (for the purpose of confirming your personal and insurance details);
- another person named as a co-insured on your policy (for the purpose of confirming if full disclosure has been made to us);
- another insurer (to assess insurance risks or to assist with an investigation) or to another insurer or reinsurer that may be located overseas (for the purpose of seeking recovery from them);
- a dispute resolution organisation such as the Financial Ombudsman Service (for the purpose of resolving disputes between QBE and you or between QBE and a third party);
- a related company that may provide computer hosting and support services that may be located overseas;
- a company to conduct surveys on our behalf for the purpose of improved customer services; and
- an insurance reference bureau (to record any claims you may make upon us).

In addition to the above, in the event of a claim, QBE or our authorised agent may disclose your personal information:

- to a repairer or supplier (for the purpose of repairing or replacing your insured items);
- to an investigator, assessor, state or federal authority or other professional advisers (for the purpose of investigating or assessing your claim);
- to a lawyer or recovery agent (for the purpose of defending an action by a third party against you or recovering our costs including your excess);
- to a witness to a claim (for the purpose of obtaining a witness statement);
- to another party to a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

Personal information may also be obtained about you from the above people or organisations.

In addition we will:

- give you 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; and
- provide our dispute resolution procedures to you, should you wish to complain about how we handle your personal information.

Our aim is to always have accurate and up-to-date information. When you receive a Certificate of Insurance or other document from us, you should contact us if the information is not correct. Where reasonably possible, we will correct the information on our systems or held on file. If you have a complaint or want more information about how QBE is managing your personal information, please contact the Compliance Manager using the contact details provided below. For security reasons, any request for details of personal information held by us should be made in writing.

The Compliance Manager
QBE Insurance (Australia) Limited
GPO Box 82
Sydney NSW 2001
Telephone: (02) 9375-4656
Email: compliance.manager@qbe.com

Updating Our Product Disclosure Statement

We may update the information contained in this PDS when necessary. A paper copy of any updated information is available to you at no cost by calling us. We will issue you with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain or renew this insurance.

Our Contact Details

If you need to contact us or you have any questions or you would like any further information regarding this insurance, refer to our contact details on the schedule or call us on 1300 155 694.

HOME COVER

It is very important that you read our Home Cover policy carefully and make sure you are satisfied with this insurance.

NOTE

BLUE BOXES contain additional information to help you understand your policy. The information in these boxes does not form part of the policy wording.

What Makes Up This Policy

This **policy** and the **schedule** must be read together as they form **your** insurance contract.

Important note: Sometimes we need to change the wording of your policy because the insurance varies depending on a number of factors. We do this by adding what is called an endorsement. You will find all endorsements that apply to your policy printed on your schedule.

This **policy** sets out what **you** are insured for and those circumstances where **you** will not be insured.

Those circumstances where **you** will not be insured have an **orange** background and words in italics.

Some words and expressions have been printed in **bold** because they have been given a specific meaning in this **policy**. **You** will find their meaning in Definitions on pages 16 to 22.

The headings, sub headings and boxes containing additional information do not form part of the terms of this **policy** but are there to help **you** read and understand it.

You Pay The Premium - We Insure You

Provided **we** receive the **premium**, **we** will insure **you** as set out in this **policy** and the **schedule** in respect of an **incident** occurring during the **period of insurance**.

You Must Disclose All Previous Claims

You are asked at the time **you** take out this insurance to give **us** full and correct details concerning any:

- renewal or insurance **policy** declined, cancelled or refused, or where any excess was imposed;
- claim refused by an insurer;
- claim made;
- criminal conviction or finding of guilt for an offence,

in relation to **you** and **your family** because any of these may affect the **premium** and extent of insurance.

For example we may be entitled to:

- charge you an additional premium;
- impose (back-dated) restrictions including declining your insurance back to when this information should have been advised to us;
- decline to insure your building, contents or valuables;
- refuse a claim.

When renewing **your policy** with **us you** must also advise **us** of any changes to **your** claims, insurance or criminal history. **We** will notify **you** in writing of the effect a change may have on **your** renewal.

Changes To The Information You Have Given Us

It is important to advise **us** of any changes in the details of the information **you** have given **us**, otherwise **your** insurance may be affected. Changes would include:

- should **you** move address.
- changes in occupancy of **your** home.
- additions or renovations to **your building**.
- purchasing new items which increase the value of **your contents**.
- purchasing a **high risk item** of the kind listed in 2.1 worth more than the stated limit;

We may require **you** to pay an additional **premium** as a result of these changes.

Important note: If you move to a new home you must inform us otherwise you will have no insurance at the new address.

Definitions (The Meaning Of Some Words)

Some words and expressions in this **policy** have a specific meaning which is given below. Each word is printed in **bold** where it appears.

"**alteration advice**" means a written notice about any alteration to the insurance under this **policy**.

"**building**" means,

- the main residential building at the **site**, its outbuildings on the **site** if able to be **secured**, and **fixtures**;

but does not include:

- carpets, internal blinds, curtains;
- a caravan, trailer, or their accessories;
- trees, shrubs, plants, lawns, hedges, earth;
- landscaping of any kind;
- a pool cover;
- a swimming pool that is able to be moved from the site;
- a jetty;
- a building or structure used solely for business;
- a building or structure that is in the course of construction, alteration or substantial repair.

"**collection**" means stamps, medals, coins or other collectibles assembled together.

"**collision**" means an accident directly caused by the sudden impact of a moving body or object.

"**computer equipment**" means a desk top or portable personal computer including peripherals such as printers, modems, data projectors and speakers, and standard purchased computer software but not data of any kind or custom written software.

"**contents**" means the following items which **you** or a **family** member own or have legal responsibility for located in **your** home or at the **site**:

- furniture, furnishings, carpets (whether fixed or unfixed), floor rugs, internal blinds, curtains,
- household goods,
- clothing and other personal effects,
- high risk items listed in 2.1,
- swimming pool or spa that is not inground,
- swimming pool or spa covers and accessories
- items used in connection with **your** business or occupation used in an office or surgery in **your** home, but not if a **high risk item** listed in 2.1,
- items specifically shown on the **schedule** as **specified contents**,

- accessories or spare parts of motor vehicles (including motorcycles and motor scooters), caravans, trailers and watercraft NOT in or on the motor vehicle, caravan, trailer or watercraft.

but does not include:

- **specified valuables** insured under the valuables section of this **policy**,
- fish, birds or other animals,
- lawns, hedges, trees, shrubs, plants,
- a power driven vehicle, including accessories and spare parts when fitted to the vehicle, other than
 - a wheel chair,
 - an unregistered battery powered single person vehicle
 - an unregistered garden appliance,
 - an unregistered golf buggy,
 - a battery powered children's toy
- a powercraft or watercraft 4 metres in length and less than 10HP, including accessories and spare parts when fitted to the powercraft or watercraft, other than a
 - surf ski,
 - surfboard,
 - one to four person canoe,
- an aircraft or aerial device, other than a
 - kite,
 - model aircraft or model glider,
- a caravan or trailer, including accessories and spare parts when fitted to the caravan or trailer,
- a hovercraft.

"**curio**" means a small article valued as a collectors' item.

"**damage**" or "**damaged**" means when an item insured by this **policy** is physically harmed but does not include **wear and tear**.

"**depreciation**" means the reduction in the value of the item or property due to **wear and tear**.

"**earth movement**" means heavage, landslide, land-slippage, mudslide, settling, shrinkage or subsidence.

"**endorsement**" means a written alteration to the terms, conditions and limitations of this **policy** which is shown on the **schedule**.

"**entertainment equipment**" means one or more sound or visual entertainment systems in **your** home including each individual item like a television, radio, video player or projector, CD player, DVD player, amplifier or speakers, and all accessories.

"**erosion**" means being worn or washed away by water, ice or wind.

"**excess**" means the amount **you** must pay towards a claim. **You** will find the amount of any **excess** shown on the **schedule**.

"family" means any of the following people who normally live with **you**:

- **spouse** or **partner**;
- children, step children;
- parents, grandparents;
- grandchildren;
- brothers, sisters;
- domestic staff;
- a person who normally resides with **you**, BUT does not include a person with whom **you** may share a house for any financial consideration.

"fire" means a fire producing flames, but not charring, melting or scorching without flames.

"fixtures" means an item that is permanently attached to or fixed to **your building** or the **site**, but not carpets, internal blinds, curtains, swimming pool or spa covers or pool or spa accessories.

For example:

- a fixed spa, sauna, barbeque, clothes line, room heater, stove, air conditioner, ceiling fan, light fitting, hot water system;
- kitchen cupboards, built in furniture;
- meter box;
- exterior blinds and awnings;
- carport, pergola, garden shed, gazebo;
- path, driveway, terrace, well, bore;
- inground swimming pool, water tank;
- reticulation system;
- television aerial, radio mast or aerial and fittings;
- fixed floorcoverings, except carpets.

"flash flood" means what occurs when there are heavy, intense bursts of rainfall, usually during thunderstorms where so much water falls in a very short time that it cannot get away quickly enough and collects and flows into **your** home.

but does not include when rainwater on the **site**:

- cannot run off into a **water catchment system**, because it is overflowing in flood; and
- mixes with the flood water coming from the **water catchment system** and then flows into **your** home.

"fusion" means the process of fusing or melting together the windings of an electric motor following damage to the insulating material as a result of overheating caused by electric current.

"high risk item" means those items listed under section 2.1 of this **policy**.

"**incident**" means an event neither expected nor intended from the standpoint of **you** or **your family** which results in a claim on this **policy**.

"**insured event**" means one of the events listed on pages 23 to 31.

"**loss**" means when an item insured by this **policy** is stolen, but does not include if an item is accidentally lost or misplaced.

"**market value**" means the replacement cost to **us** of a similar item to the one stolen or damaged taking into account the age of the item.

"**miscellaneous valuables**" means any of the following if not a **specified valuables**:

- clothing (not sporting clothing) and personal belongings designed to be worn or carried in normal use;
- gold and silver articles, jewellery and watches;
- musical instruments, prescription spectacles, sunglasses, portable typewriters, binoculars;
- the following battery operated or solar powered equipment: MP3 or other portable media playing equipment, CD players, pocket calculators, radios, record players, tape recorders, television sets and video equipment;
- **photographic equipment**;
- **sporting equipment**;

but does not include:

- cash, negotiable securities, **collections** or documents of any kind;
- contact lenses including corneal caps and micro lenses, hearing aids or dentures;
- mobile phones, smartphones, portable laptop or pocket computers, or electronic personal organizers;
- DVDs, CDs, cassette tapes or electronic games media;
- furniture, household goods and tools;
- items used as part of a business or trade;
- a bicycle.
- a firearm.

Important note: All your bicycles, firearms, mobile phones, portable laptop and pocket computers, and electronic personal organizers, and any other items not included in the definition of miscellaneous items, must be shown on the schedule as specified items.

"**open air**" means anywhere at the **site** not fully enclosed by walls and a roof and which is not able to be **secured** and also any outbuildings on the **site** if such outbuildings are not able to be **secured**.

"**partner**" means **your** husband or wife, or a person with whom **you** cohabit in a de facto relationship, BUT does not include a person with whom **you** may share **your** home for any financial consideration.

"**period of insurance**" means the period for which **you** are insured. It commences at the time **we** agree to give **you** insurance and finishes at 4pm on the day of expiry. The expiry date is shown on the **schedule**.

"**photographic equipment**" means a photographic camera, photographic lens and all accessories.

"**policy**" means **your** insurance contract which consists of this policy wording and the **schedule**.

"**premium**" means any amount **we** require **you** to pay under the **policy** and includes Government charges.

"**proof of ownership**" means evidence of ownership and value of an item. This evidence can be a combination of:

- receipts, valuations, instruction manuals, guarantee certificates, catalogues,
- make model and serial number,
- photographs or video film of the item.

"**properly maintained**" means that **your building** is structurally sound, secure and in a good state of repair and its roof guttering regularly cleaned.

"**rain**" means water that has fallen from the sky on to **your building** and the **site** but not water from **flash flood**.

"**river flood**" means when water that is normally contained in a **water catchment system** increases because of rainfall or snow melt (whether in the immediate region or elsewhere) or is deliberately released by an authority, and the water overflows onto land that is not normally covered by water into **your** home.

For example water may be deliberately released by an authority from a dam or reservoir.

"**schedule**" means one of the following:

- the **policy** schedule;
- the renewal notice **you** have paid;
- the **alteration advice** sent to **you**.

"**secured**" means locked so as to prevent entry other than by using force.

"**site**" means the land at the address shown on the **schedule**:

- on which the **building** is built, including
- the yard or garden used only for domestic purposes.

"**specified contents**" means **your** items that are listed in the Schedule of Specified Contents section of **your policy schedule**.

"**specified valuables**" means **your** items that are listed in the Schedule of Specified Valuables section of **your policy schedule**.

"**sporting equipment**" means clothing, helmets, footwear, protective gear or equipment used when participating in recreational or competitive sport, but does not include a bicycle a firearm, a power driven vehicle or a power driven item of any kind.

"**spouse**" means **your** husband or **your** wife.

"**storm**" means violent weather and high winds, sometimes accompanied by rain, hail or snow including a cyclone, tornado or willy willy.

"**sum insured**" means the amount **you** have insured either **your building, your contents** (including **specified contents**) or **your valuables** for as shown on the **schedule**. **We** will pay no more than these amounts plus certain additional benefits (see Section 3) or optional benefits (see Section 4).

"**terrorism**" means any act of any person acting on their own or in connection with an organisation or foreign government, which can involve the use of or threat of force or violence, where the purpose, by its nature or context, is to put the public or a section of the public in fear, to resist or influence a government or, to further an ideological, religious, ethnic or similar aim.

"**tools of trade**" means those items **you** use to carry on a business or earn an income, but does not include those items **you** would use in a home office.

"**tsunami**" means a high tide or tidal wave caused by an earthquake, earth tremor or seismological disturbance under the sea.

"**unfurnished**" means the **building** at the **site** does not have enough furniture and furnishings for normal living needs.

"**unoccupied**" means that either:

- no-one is living in the **building** at the **site**, or
- someone is living in the **building** at the **site** without **your** consent.

"**valuables**" means:

- **miscellaneous valuables**, and
- **specified valuables** shown on the **schedule**.

"**water catchment system**" means;

- a river, creek, other natural watercourse or lake, whether they are in their original state or have been modified, are named or unnamed, or normally dry that only run during periods of rain;
- a dam, reservoir, storm water channel or canal.

"**we**", "**our**" and "**us**" means QBE Insurance (Australia) Limited, ABN 78 003 191 035.

"**wear and tear**" means damage or a reduction in value through age, ordinary use or lack of maintenance.

"**work of art**" means a piece of fine art such as a painting or picture, persian carpet, rug or wall hanging, tapestry, vase, ornament, sculpture or other creation.

"**you**" and "**your**" means the person(s) named in the **schedule** as the insured including a **family** member.

SECTION 1

INSURED EVENTS CAUSING LOSS OR DAMAGE YOUR BUILDING AND/OR YOUR CONTENTS

This **policy** insures **you** up to the amount of the **sum insured** for **loss** or **damage** to **your building** and/or **your contents** caused by an **insured event** listed below.

Your schedule will indicate if **you** have insured **your building**, **your contents** or both.

1.1

Fire

You are insured for **damage** to **your building** and/or **your contents** caused by a **fire**.

***We** will not pay if the **fire** was a deliberate act by **you**, **your family** or another person with **your** express or implied consent to cause **damage**.*

***We** will not pay if **your building** was **unoccupied** at the time of the **fire** and had been **unoccupied** for 60 days or more.*

***We** will not pay for charring, melting or scorching as a result of **fire** without the presence of flames.*

***We** will not pay for a heat resistant item if the **fire** only caused **damage** to that item.*

Examples of heat resistant items are a cooking appliance, iron, toaster, microwave oven, heater, clothes dryer, electric kettle, chimney, fireplace, heater, oven, potbelly stove.

1.2

Explosion

You are insured for **damage** to **your building** and/or **your contents** caused by an explosion.

*We will not pay if the explosion was a deliberate act by **you**, **your family** or another person with **your** express or implied consent to cause **damage**.*

*We will not pay if **your building** was **unoccupied** at the time of the explosion and had been **unoccupied** for 60 days or more.*

We will not pay for the item that exploded.

For example, we will not pay for an exploded heating boiler or a hot water system.

1.3

Lightning Or Thunderbolt

You are insured for **damage** to **your building** and/or **your contents** caused by a direct lightning strike or thunderbolt.

*We will not pay if there is no visible evidence of **damage** to **your building** or **your contents** or the **damage** was caused by power surge or as a result of interruption to **your** normal power supply.*

For example, when there has been a lightning strike there will be visible damage to a power line or pole nearby your home. Visible damage will also be evident to the appliance which is not working and will include scorch or burn marks to the electrical circuitry consistent with a lightning strike nearby your home.

1.4

Earthquake or Tsunami

You are insured for **damage** to **your building** and/or **your contents** caused by an earthquake or **tsunami**. All **damage** that occurs within a period of 48 hours will be regarded as one **incident**.

All claims for earthquake or **tsunami** have an applicable **excess** of \$200. If the **policy excess** is higher, this will be the amount deducted for any claim for earthquake or **tsunami**.

*We will not pay for **damage** caused by tidal wave that arises from any event other than a **tsunami**.*

1.5

Theft

You are insured for **loss** or **damage** to **your building** and/or **your contents** caused by theft or attempted theft.

We will not pay more than:

- \$5,000 for **your** outdoor furniture, and
- \$2,500 for **your** other **contents**,

if the items are in the **open air** at the **site**.

We will not pay if the theft was from a motor vehicle, caravan or trailer.

We will not pay if the theft was by **you**, **your family** or tenants.

We will not pay if the theft was caused by a person who was in **your building** or at the **site**:

- with **your** consent;
- with the consent of a person who lives in **your building**;
or
- a person who with **your** consent is in temporary possession of **your building**,

but **we** will pay if **you** have taken reasonable precautions to prevent the theft.

By reasonable precautions we will take into account what a prudent person would do under similar circumstances.

We will not pay if **your building** was **unoccupied** at the time of the theft and had been **unoccupied** for 60 days or more.

We will not pay if **your building** was **unfurnished** and **unoccupied** at the time of the theft and had been **unfurnished** and **unoccupied** for 30 days or more.

1.6

Vandalism

You are insured for **damage** to **your building** and/or **your contents** caused by vandalism.

We will not pay if the vandalism was by **you**, **your family** or tenants.

We will not pay if the vandalism was by a person who was in your building or at the site:

- with **your** consent;
- with the consent of a person who lives in **your building**;
or
- a person who with **your** consent is in temporary possession of **your building**,

but **we** will pay if **you** have taken reasonable precautions to prevent the vandalism.

By reasonable precautions we will take into account what a prudent person would do under similar circumstances.

We will not pay if your building was unoccupied at the time of the vandalism and had been unoccupied for 60 days or more.

We will not pay if your building was unfurnished and unoccupied at the time of the vandalism and had been unfurnished and unoccupied for 30 days or more.

1.7 Water Or Other Liquid

You are insured for **damage** to **your building** and/or **your contents** caused when water or another liquid suddenly escapes from:

- **you** or **your** neighbours;
 - plumbing system,
 - bath, fixed basin or sink,
 - fixed heating or cooling system,
 - roof gutter, downpipe,
 - shower recess,
 - tank,
 - toilet system,
 - washing machine, dishwasher; or
 - above ground swimming pool or spa, or
- the
 - road gutter or curbing,
 - water main or pipe.

If this **policy** insures **your building** and **we** accept **your** claim, **we** will also pay the reasonable cost:

- to find the source of the leak; and
- to repair only that section of **your building** which needs to be removed to repair the leak.

We will not pay if the cause of the water or other liquid escaping was a deliberate act by **you, or **your family** or another person with **your** express or implied consent to cause **damage**.**

We will not pay to fix the leak.

We will not pay for repairing or replacing any defective part or item that caused the **damage.**

For example, we will not pay for a new dishwasher hose that broke.

We will not pay if the **damage is the result of a gradual process.**

For example, we will not pay for damage:

- where moisture is seeping through faulty shower recess grouting, or
- from condensation or rising damp.
- where more damage has occurred over time because the fault was not remedied immediately.

We will not pay for **damage to **your** swimming pool or spa if the **damage** is as a result of hydrostatic pressure.**

We will not pay an additional amount towards replacing undamaged property so as to create a uniform appearance.

For example, we will only pay the cost of replacing tiles damaged in finding the source of the leak. If the tiles to match your bathroom walls or floor are not readily available, replacement of undamaged tiles are at your cost.

We will not pay for **damage resulting from the overflowing of the gutter or guttering on **your building** if it was not **properly maintained**.**

You should regularly clean your gutters of leaves and other debris, particularly before the expected onset of rain.

We will not pay if **your building was **unoccupied** at the time the water or other liquid accidentally escaped and had been **unoccupied** for 60 days or more.**

We will not pay:

- to fix a defect in the design or construction of a system;
- to repair or replace a defective part; or
- if **your building** has not been **properly maintained**.

1.8

Collision

You are insured for **damage** to **your building** and/or **your contents** caused from **collision** by a part of:

- an aircraft;
- a spacecraft, satellite or space debris;
- a vehicle, trailer or caravan;
- a watercraft;
- a hovercraft.

We will not pay if the collision was a deliberate act by **you**, **your family** or another person with **your** express or implied consent to cause **damage**.

We will not pay for damage caused by wheels or tyres to paths, driveways or underground services.

1.9

Falling Tree, Branch Or Aerial

You are insured for **damage** to **your building** and/or **your contents** caused by a falling tree, branch, television or radio aerial or satellite aerial.

We will also pay for the reasonable costs to remove the fallen tree or branch from the inside of **your building** to the nearest permissible dumping ground so that the **damage** can be dealt with.

Where **your building** is damaged **we** will also pay the reasonable cost of felling, pruning or stump removal.

We will not pay for damage to **your building** and/or **your contents** caused by tree lopping or felling by **you** or done with **your** consent.

We will not pay for repairing:

- a television, radio or satellite aerial, or
 - the fittings or masts,
- which caused the **damage**.

1.10

Damage By Animals

You are insured for **damage** to **your building** and/or **your contents** caused from **collision** by any animal or bird that is not kept in **your building** or at the **site**.

*We will not pay for **damage** caused by eating, chewing, clawing, pecking, scratching, soiling or fouling.*

1.11

Riot

You are insured for **damage** to **your building** and/or **your contents** caused by riot, civil commotion, industrial or political demonstration.

1.12

Storm, Rain Or Flash Flood

You are insured for **damage** to **your building** and/or **your contents** caused by **storm, rain, or flash flood**.

*We will not pay for water **damage** to **your building** caused by **storm** or **rain** seeping or otherwise entering **your building** unless the water entered through an opening in the wall or roof that had been made directly by the storm or rain or as a direct result of it.*

We will not pay for **damage** caused by water:

- *penetrating or entering **your building** because it has not been **properly maintained** or as a result of a design fault, structural defect or because of defective workmanship;*
- *entering **your building** through an opening in the wall or roof made for the purpose of alterations, additions, renovation or repair.*

For example, if an opening is made in your roof during renovations to your building, we will continue to insure your contents provided the builder covers all openings and ties the tarpaulin in a workmanlike way.

We do not pay for **damage** caused by **storm, rain** or **flash flood** to:

- gates and fences which have been fitted to the site and constructed of corrugated fibrous materials and do not have a supporting frame except where installed to manufacturers specifications;
- timber gates and fences more than 15 years old;
- retaining walls;
- shadecloth, shade sails or umbrellas;
- spa or swimming pool covers, solar covers or plastic liners.

We will not pay for **damage** caused by water to external paintwork, treated surfaces or finishes, if that is the only **damage** done to that part of **your building**.

We will not pay for **damage** caused by any residue deposited by the **rain** on **your building**.

We will not pay for **damage** to **your** swimming pool or spa if the **damage** is as a result of hydrostatic pressure.

We will not pay for **damage** caused by **storm, rain** or **flash flood** to electrical or mechanical equipment left in the **open air**, unless the equipment is designed to be weather proof.

We will not pay for **damage** caused by:

- the seas or tidal wave;
- **river flood**;
- **erosion** or **earth movement**.

We will not pay for **damage** caused by:

- lightning or thunderbolt;
- a power surge; and/or
- as a result of interruption to **your** normal power supply.

Cover for lightning or thunderbolt is provided under Section 1.3.

If this **policy** insures **your building**, **you** are insured for glass that is broken which is part of **your building** including:

- a window or skylight;
- a door;
- a permanent lighting fixture;
- a shower screen;
- a balcony surround or pool fence;
- an oven door, stove top or cooking surface;
- a china bathroom or toilet fitting.

If this **policy** insures **your contents**, **you** are insured for glass that is accidentally broken which is part of **your contents** including:

- fixed furniture glass;
- a wall mirror;
- a plate glass furniture top;
- a light fitting;
- glass that forms part of the building when **you** are a tenant, but only if you are responsible for that glass under **your** lease.

We will not pay more than \$500 towards replacement of an oven door, stove door or cooking surface.

We will not pay if the glass is part of a glasshouse or conservatory.

We will not pay:

- if the glass is part of a clock, picture, television set, radio or computer monitor;
- for a glass vase or ornament;
- for glassware;
- for glass that is worn or carried by hand;
- for crockery.

For example, items that are worn include but are not limited to spectacles and watches and items that are carried by hand include but are not limited to cameras and binoculars.

We will not pay if the glass breakage was a deliberate act by you, your family or another person with your express or implied consent to cause damage.

We will not pay if your building was unoccupied at the time the glass was accidentally broken and had been unoccupied for 60 days or more.

SECTION 2

YOUR CONTENTS - FURTHER INFORMATION

If this **policy** insures **your contents** then all of section 2 will apply to **you**. Please read the following information as **you** may need to take further action to ensure **you** are adequately covered.

2.1 High Risk Items

Because **we** consider the items listed below are high risk, there are limits on what **we** will pay. If a claim is made for a **high risk item**, then unless the item is specifically shown on the **schedule** as **specified contents**, **we** will pay no more than the following limits:

- up to 1% of the **sum insured** to a maximum of \$500 for cash, bullion or negotiable securities;
- up to a maximum retail value of \$500 for:
 - a document,
 - a firearm,
 - an item which is a personal valuable;
- up to a maximum of \$2,500 in total for all **your tools of trade**;
- up to \$1,000 per item to a maximum of \$2,000 in total for 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;
- up to a maximum retail value of \$1,500 for:
 - a bicycle,
 - a portable musical instrument;
- up to a maximum retail value of \$2,500 for:
 - a **curio**,
 - each gold or silver article (not bullion),
 - each item of jewellery,
 - **photographic equipment**,
 - a video camera, portable television or other sound or visual entertainment equipment designed to be portable,
 - a watch;
- up to a maximum retail value of \$2,500 per item to a maximum of \$5,000 for **sporting equipment**;
- up to a maximum retail value of \$5,000 for compact discs, DVDs, videos tapes and electronic games media;

- up to a maximum retail value of \$5,000 for a **collection** (other than for items separately shown on the schedule);
- up to a maximum retail value of \$7,500 for **computer equipment**;
- up to a maximum retail value of \$10,000 per item for a **work of art**;
- up to a maximum retail value of \$10,000 in total for office and surgery equipment
- up to a maximum retail value of 10% of the **sum insured** for **entertainment equipment**

Important note: We will only insure some high risk items up to the limit shown because they should be insured on a valuables policy, especially those items you take away from your home.

For **specified contents** the limit is the amount shown on the **schedule** for that item. In settlement of **your** claim **we** may require from **you** **proof of ownership**.

You should inform us if you have any high risk item that is of a higher value than the prescribed limits so we can list them within your Schedule of Specified Contents list on your policy schedule. This will ensure you are adequately covered for those items.

2.2 Contents In The Open Air

Your contents are insured under Section 1 for an **insured event** in the **open air** at the **site**, but if the **loss** or **damage** is caused by theft **we** will not pay more than:

- \$5,000 for outdoor furniture, and
- \$2,500 for **your** other **contents**.

SECTION 3

ADDITIONAL BENEFITS YOUR BUILDING AND/OR YOUR CONTENTS

This **policy** also insures **you** for additional benefits set out in this Section.

The cost of these additional benefits is included in the **sum insured** for **your building** or **your contents** unless otherwise stated.

3.1 Accommodation Costs

If this **policy** insures **your building** and **we** have accepted a claim following **damage** to **your building** and **we** agree that **your building** it is not fit to live in **we** will:

- if **you** lived in **your building** at the time of the **damage**, pay the reasonable costs that **you** incur for similar accommodation while **your building** is being rebuilt, repaired or replaced;
- if **you** leased out **your building** or **you** can show that **you** would have leased it out, pay the actual rent **you** lose or would have lost up to the time **your building** is built, repaired or replaced.

If this **policy** insures **your contents** and **we** have accepted a claim following **damage** to **your contents**, if **we** agree that **your** home is not fit to live in **we** will:

- pay **you** the additional costs of emergency storage of **your contents** up to a maximum of 12 months;

We will also:

- if **your** home is a Strata Title Unit that **you** own and live in at the time of the **damage**, or
- if **you** are a tenant and **you** are required to continue to pay rent under **your** lease;

pay **you** the reasonable costs that **you** incur for similar accommodation or lost rent while **your** home is being rebuilt, repaired or replaced.

But the maximum **we** will pay for temporary accommodation or lost rent is up to \$10,000 or 10% of the **sum insured** whichever is the higher.

Where the repair or replacement of **your building** is delayed by **you**, **we** will deduct an amount equivalent for the period of delay.

This benefit is in addition to the **sum insured**.

3.2

Essential Temporary Repairs

If this **policy** insures **your building**, **you** are able to proceed with essential temporary repairs to **your building** up to a maximum of \$500 after **your building** is damaged by an **insured event**. The cost of this additional benefit is included in the **sum insured of your building**.

If this **policy** insures **your contents**, **you** are able to proceed with essential temporary repairs to **your contents** up to a maximum of \$200 after **your contents** are **damaged** by an **insured event**. The cost of this additional benefit is included in the **sum insured for your contents**.

3.3

External Door Locks

If this **policy** insures either **your building** or **your contents**, **we** will pay up to \$1,000 towards the cost to re-key or replace the locks in **your** home when the keys to these locks have been stolen following an incident of theft. The cost of this additional benefit is included in the **sum insured for your building or your contents**.

3.4

Forced Evacuation By Government Authority

If this **policy** insures either **your building** or **your contents** and **your building** cannot be lived in because a Government Authority prohibits **you** from using it, **we** will pay any increase in **your** living expenses for up to 60 days that is necessary and reasonable to maintain **your** household's normal standard of living. The Government's prohibition must be as a direct result of **damage** to neighbouring premises that would be classed as **insured damage** under this **policy**. This benefit is in addition to **your building or your contents sum insured**.

3.5

Fusion

You are insured for the cost to repair a household electric motor, including a reasonable amount for labour if:

- the motor is part of a machine or appliance which is part of **your building** and/or **your contents** insured by this **policy**, and
- has been burnt out by **fusion**, less **your excess** and **depreciation**.

If it is not economical to repair **your** motor **we** will:

- pay to replace the motor; or
- pay **you** the amount it would cost **us** to replace the motor, less **your excess** and **depreciation**.

The maximum **we** will pay for repair or replacement is \$2,000 after **we** have deducted **your excess** and **depreciation**.

The cost of this additional benefit is included in the **sum insured** for **your building** or **your contents**.

***We** will not pay for motors more than 15 years old from the date of purchase when new or more than 15 years old from the date of rewinding.*

We will pay a reasonable amount for labour and apply **depreciation** to the cost of repairs, at the rate of 20% per year for each additional year where the motor is in excess of 10 years.

We will not pay for:

- the cost of retrieving or re-installation of a submersible pump;
- the cost of hiring a replacement machine or appliance.

We will not pay to repair or replace:

- mechanical parts;
- parts in a radio, television, computer, video recorder, microwave oven, sound recording and playing equipment, amplifying or transmitting device, electronic equipment, control panels, device or instrument;
- a transformer;
- starter switches, lighting or heating elements, fuses or protective devices;
- electrical contacts at which sparking or arcing occurs in ordinary working;
- motors under manufacturers' guarantee or warranty.

3.6 Inflation Adjustment

This benefit only applies to the **building sum insured** and/or **contents sum insured** as shown on **your policy schedule**.

During each **period of insurance we** increase the **building sum insured** and **contents sum insured** by 0.4% of 1% of the relevant **sum insured** shown on **your** current **policy schedule** per month until the next renewal date.

3.7

Legal Defence Costs

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

The maximum **we** will pay is \$2,500 for any one claim or series of claims arising from the same cause or event.

The cost of this additional benefit is included in the **sum insured** for **your building** or **your contents**.

We will not pay or reimburse **you** for proceedings or claims:

- for or relating to fines, penalties, punitive damages;
- by **family** members including **spouse**, **ex-spouse**, **partner** or **ex-partner**;
- for or relating to divorce, separation, child visiting, maintenance, property disputes;
- for or relating to dishonesty, intentional violence, misconduct;
- for or relating to defamation or slander;
- relating to facts or occurrences, occurring prior to the commencement of the **policy** which **you** knew or ought to have known at the time of commencement of this **policy**, would, or might, give rise to a claim;
- initiated, threatened or commenced prior to the commencement of this **policy**;
- under or relating to any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme or compulsory third party insurance;
- which could have been made under Section 6 "Legal Liability To Others" if **you** had chosen to insure **your building** (if **you** own it) or **contents**.

3.8

Modifications To The Home

If this **policy** insures either **your building** or **your contents** and if as a direct result of an **insured event** occurring at the **site** for which **we** agree to pay a claim:

- **you**, or
- a member of **your family** normally living with **you**, permanently become a paraplegic or quadriplegic, **we** will pay up to \$10,000 for the cost incurred by **you** in modifying **your building** or in relocating **you** to a suitable **building**.

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

This benefit is in addition to **your building** or **your contents sum insured**.

3.9 Taxation Audit

If this **policy** insures either **your building** or **your contents**, **we** will pay or reimburse **you** for accountants fees which **you** reasonably incur as a result of **your** personal taxation affairs being audited by the Australian Taxation Office.

The maximum **we** pay is \$2,500 for any one audit.

The cost of this additional benefit is included in the **sum insured** for **your building** or **your contents**.

We will not pay or reimburse **you** for:

any fines, penalties or shortfall in the amount of tax payable;

- *any audit conducted in relation to criminal activity;*
- *any audit not commenced during the **period of insurance**;*
- *any fees incurred outside any statutory time limit;*
- *any fees incurred as a result of any fraudulent act or fraudulent admission or any statement made by **you** or on **your** behalf to a taxation officer which:*
 - *is false or misleading in a material particular, and*
 - *can be attributed to deliberate evasion or recklessness as stipulated in income tax ruling IT2517;*
- *any audit conducted in relation to any facts or circumstances of which **you** were aware, prior to the commencement of this **policy** which were likely lead to **your** making a claim under this **policy**, or*
- *any fees incurred in relation to any enquiries from the Australian Taxation Office which are not related to an identified intention to conduct an audit.*

3.10 Waiver Of Excess

You are not required to pay an **excess** if **we** agree to pay a claim as a result of **damage** that renders **your building** beyond economic repair or **contents** a total **loss**.

If this **policy** insures **your building**, as a part of **your sum insured**, **we** will pay the reasonable costs following **damage** to **your building** for:

- temporary protection of **your building**;
- removing debris from the **site**;
- employing an Architect or Surveyor;
- demolition;
- complying with a statutory notice that:
 - relates to that part of **your building** which is **damaged**, and
 - is served after the **damage** occurred.

We will only pay if these costs are necessary to replace, repair, rebuild or preserve **your building**.

The cost of this additional benefit is included in the **sum insured** for **your building**.

***We** will not pay the portion of these building costs which relate to the undamaged parts of **your building**.*

If this **policy** insures **your building**, **we** will pay up to \$2,000 in any one **period of insurance** if **your** unfixed building materials are lost or **damaged** at the **site** due to an **insured event** covered by this **policy**. Cover only applies to building materials intended to be used for repairs, alterations or additions to **your building** at the **site**.

We will not pay for **loss** or **damage** caused to:

- Soil;
- Sand;
- Gravel;
- Bark or
- Mulch or similar materials

We will not pay for any **loss** or **damage** cause to any gas or electrical appliances unless they are in a locked and fully enclosed **building** at the **site** where those items are not visible from the outside of the **building**.

The cost of this additional benefit is included in the **sum insured** for **your building**.

3.13

Trees, Shrubs and Plants

If this **policy** insures **your building** we will pay up to \$500 per tree, shrub or plant for **loss** or **damage** to any one tree, shrub or plant up to \$1,500 in total in any one **period of insurance** caused directly by an **insured event** other than **storm**, or other events connected to weather or any event that is not sudden and unforeseen.

We will only repair trees, plants or shrubs that as a direct result of an **insured event** other than **storm**, or other events connected to weather or any event that is not sudden and unforeseen, are so **damaged** that they die, are permanently disfigured or not recovered after being stolen.

The cost of this additional benefit is included in the **sum insured** for **your building**.

We will not insure any grass or lawn.

3.14

Mortgage Discharge

If this **policy** insures **your building** and it is completely destroyed, as part of **your claim** we will also pay the legal costs to discharge any mortgage on **your building** and the **site**.

These legal costs will be paid by **us** in addition to the **sum insured** for **your building**.

3.15

Change Of Site

If this **policy** insures **your contents** and **you** are moving into a new **building** within Australia, **we** will insure **your contents** at both sites for a maximum of 30 days.

The maximum **we** pay at each site will be the portion 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 into 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.

3.16

Compensation For Death

If this **policy** insures **your contents**, **we** will pay to the legal representative of the deceased person up to \$5,000 in the event of death of **you** or a member of **your family** normally living with **you**;

- as a direct result of physical injury caused by an insured event at the **site**, and
- if the insured event that caused the death also caused **damage** to which **we** agree to pay a claim.

This benefit is in addition to **your contents sum insured**.

*We will not pay more than \$5,000 in any one **period of insurance**.*

3.17

Contents Temporarily In Transit In Your Vehicle

If this **policy** insures **your contents you** are also insured up to a maximum totalling \$10,000 when they are temporarily in transit in **your** motor vehicle in Australia.

The cost of this additional benefit is included in the **sum insured** for **your contents**.

Important note: You should insure under Personal Valuables the following types of items: sporting equipment, photographic equipment and portable musical equipment.

Important note: When you move house you need to take out marine transit insurance if you want your contents to be insured during the move.

3.18

Contents Temporarily Removed From Your Home

If this **policy** insures **your contents you** are also insured for an **insured event** when they are temporarily removed from **your** home to:

- a motel, hotel or club;
- a nursing home, hospice or hospital;
- another person's home;

in which **you** are living in Australia, or

- a bank safe deposit facility in Australia.

The maximum **we** will pay is 25% of **your contents sum insured** up to a limit of \$3,000.

The cost of this additional benefit is included in the **sum insured** for **your contents**.

***We** will not insure a **high risk item** listed in 2.1 when temporarily removed from **your** home (even if it is specified on the **schedule**) except when it is contained in a bank safe deposit facility within Australia.*

***We** will not pay for theft of these items from a bank safe deposit facility unless there was force or violence used in gaining entry to the bank.*

***We** will not pay if **your contents** are temporarily removed from **your** home or the **site** while they are in the **open air**.*

***We** will not pay if **your contents** are in a tent, trailer, caravan, watercraft or storage facility.*

Important note: When travelling we advise you to take out travel insurance because your contents policy does not provide all the insurance you should have.

Important note: You need to take out Valuables Insurance (see Section 5) to obtain insurance protection away from the home for most types of contents high risk items and some types of specified items.

3.19

Frozen Food

If this **policy** insures **your contents we** will pay to replace frozen food that is contained in **your** freezer or refrigerator freezer compartment which is damaged and needs to be thrown out following:

- failure of the electricity supply;
- mechanical or electrical breakdown.

The maximum **we** will pay to replace frozen food is 1% of **your contents sum insured** up to a limit of \$500 after **we** have deducted **your excess**.

The cost of this additional benefit is included in the **sum insured** for **your contents**.

We will not pay to replace frozen food if the frozen food is damaged as a result of:

- an accidental or deliberate switching off of the power supply by **you**, **your family** or another person with **your** consent;
- a deliberate act of the power supply authority or company;
- a strike;
- **river flood**.

3.20

Guests Property

If this **policy** insures **your contents**, **we** will pay up to \$5,000 for **loss** or **damage** from an **insured event** for **contents** that belongs to **your** guests, provided their stay with **you** does not exceed 30 days.

The cost of this additional benefit is included in the **sum insured** for **your contents**.

3.21

Identity Theft

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

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

We will not pay any claim where the identity theft is caused by;

- **You** or **your** collusion,
- **Your** family or their collusion,
- An ex-partner,
- Someone who normally lives with **you**,

Which arises out of;

- **You** or **your** family committing an illegal or dishonest act
- **You** breaching any security requirements or conditions imposed by any financial institution, such as in relation to **your** password or personal identification number or personal access number.

We will not pay any claim for any of business interruption in relation to any business.

Claims are only payable under this additional benefit if;

- **You** are an Australian resident;
- The identity fraud occurs within Australia and
- All losses and expenses are incurred within Australia.

The cost of this additional benefit is included in the **sum insured** for **your contents**.

We do not re-pay any loans or other amounts fraudulently procured in **your** name.

We do not pay any fines or for any infringements or penalties imposed.

We do not pay any costs that are or could be reimbursed from another party, for example, a financial institution.

3.22 Loss Or Theft Of Credit Or Transaction Card

If this **policy** insures **your contents**, **we** will reimburse **you** to a maximum of \$2,500 for amounts **you** have to pay caused by the fraudulent use of **your** lost or stolen credit or transaction card.

The cost of this additional benefit is included in the **sum insured** for **your contents**.

We will not reimburse **you** unless **you** have advised the bank of the loss immediately **you** became aware of it, and have complied with the conditions of **your** card.

We will not reimburse **you** if the person who fraudulently used **your** card is a member of **your family** or a person who lives in **your** home.

3.23 Monitored Alarm Attendance After Theft

If this **policy** insures **your contents**, **we** will pay up to \$1,000 for reasonable costs actually incurred by **you** for the security firm that monitors **your** burglar alarm to attend **your building** during or immediately after an actual or attempted theft from **your building** or **site** if:

- there is evidence of forcible or violent entry
- the theft or attempted theft is not committed by any person who is living at the **site**, and
- you report the **incident** to police as soon as possible and in any event, no more than 24 hours after the theft or attempted theft occurred.

The cost of this additional benefit is included in the **sum insured** for **your contents**.

We do not pay:

- for any false alarms, or
- where there is no evidence of a theft or an attempted theft, or
- more than \$1,000 in any **period of insurance**.

3.24 Replacement of Documentation

If this **policy** insures **your contents** **we** will pay up to \$1,000 for the reasonable costs to replace the following documentation directly **damaged** by an **insured event** that has caused a claim **we** agree to pay:

- Title Deeds;
- Birth Certificates;
- A Marriage Certificate;
- Passports;
- Drivers Licences;
- Proof of Age Card or equivalent.

The cost of this additional benefit is included in the **sum insured** for **your contents**.

3.25

Strata Title Home Owners

If this **policy** insures **your contents** and **you** live in **your** home as a Strata Title home owner **we** also insure **fixtures** that **you** have put in for **your** own use.

The cost of this additional benefit is included in the **sum insured** for **your contents**.

3.26

Veterinary Expenses For Domestic Cats and Dogs

If this **policy** insures **your contents** **we** will pay the reasonable veterinary expenses incurred by **you** if **your** domestic cat or dog, normally kept at the **site**, is accidentally injured as a result of a road accident, **fire**, lightning or earthquake.

The cost of this additional benefit is included in the **sum insured** for **your contents**.

We will not pay:

- *more than \$500 in total in any one **period of insurance**;*
- *costs or expenses resulting from the physical **loss**, theft or death of an animal including but not limited to post mortem, disposal or cremation;*
- *routine elective or preventative veterinary treatment such as vaccinations, spaying or heartworm testing;*
- *for treatment of any pre-existing condition;*
- *for treatment of injury or illness arising from or connected with a sporting event, cat or dog show, business, occupation or commercial activity, including but not limited to guard dog services, commercial breeding, hire or renting out of the animal, or*
- *if the injured cat or dog was not registered and/or micro-chipped as required by any law or regulation made by any government or public authority.*

3.27

When You Are A Tenant

If this **policy** insures **your contents** and **you** live in **your** home as a tenant **we** also insure:

- **fixtures** that **you** have put in for **your** own use;
- landlord's **fixtures** that **you** are responsible for under **your** lease.

The cost of this additional benefit is included in the **sum insured** for **your contents**.

SECTION 4

OPTIONAL BENEFITS YOUR BUILDING AND/OR YOUR CONTENTS

You are able to tailor this **policy** to suit **your** personal needs. The following optional benefits are available to **you**.

Your policy schedule will indicate if **you** have chosen any of these optional benefits.

4.1 Choose the excess you wish to pay

You can choose to have a nil **excess** for an additional **premium**, or a higher **excess** for a reduced **premium**.

Your schedule will indicate the **excess** applicable in the event of a claim.

If this **policy** insures **your valuables**, any claims made under the **valuables** section of this **policy** are subject to a separate **excess** shown on the **schedule**.

4.2 Domestic Workers Compensation

If this **policy** insures **your contents**, this option is available to **you** for an additional **premium**.

If **you** have chosen this option it will be shown on **your policy schedule**.

If you employ a domestic worker, on a casual basis or otherwise, you may be required by law to provide that person with workers compensation insurance. If you fail to do so, and your employee is injured in the course of their employment with you, you may be liable to compensate them.

By selecting this optional benefit, this **policy** will include statutory domestic workers compensation cover according to the legislation in **your** state or territory, up to the amount required by **your** state or territory's legislation. On request, **we** will provide **you** a copy of the statutory policy.

By law, this option is only available to **you** if **you** reside in Tasmania, Western Australia and the Australian Capital Territory.

SECTION 5

VALUABLES INSURANCE

If **you** have selected and paid for Valuables Insurance, **we** insure **your valuables** for an incident arising from theft, or when they are accidentally lost or **damaged**.

Your policy schedule will indicate if **you** have selected Valuables Insurance.

This **policy** insures **your valuables** within Australia and New Zealand and while in transit between those countries unless stated to the contrary on **your schedule**,

You can choose to insure **your valuables** as either:

- **miscellaneous valuables**, or
- **specified valuables** or both.

***You** have no insurance for **your valuables** under this **policy** when an incident arises from or is connected with:*

- *theft from a motor vehicle left unattended (except when in a locked garage) unless the theft is a result of forced entry into the locked motor vehicle;*
- *when the item is misplaced, or disappears if you cannot establish the cause;*
- *electrical or mechanical breakdown or over-winding;*
- *theft of a bicycle left unattended in a public place unless secured by a padlocked chain or a cable to a fixed object, bicycle rack or a motor vehicle carry rack;*
- **sporting equipment** *accidentally lost or damaged while physically in use or play;*
- *scratching, denting;*
- *a process of cleaning, repairing, restoring or altering;*
- **wear and tear, depreciation**, *deterioration, atmospheric conditions, mould, mildew, insects, vermin, action of light, rot or inherent defect;*

- a deliberate act by **you**, **your family** or another person with **your** express or implied consent to cause the item to be lost or **damaged**;

We will not pay if **your** home where **your valuables** are kept was **unoccupied** at the time of the theft and had been **unoccupied** for 60 days or more.

Additional Benefit of Valuables Insurance

Where **we** insure you for **miscellaneous valuables**, cover is extended to include CDs and DVDs used in entertainment systems up to a maximum limit of \$300 for any one **incident** whilst in a motor vehicle.

SECTION 6

LEGAL LIABILITY TO OTHERS

6.1 Legal Liability To Another Person

If this **policy** insures **your building** and if **you** or **your family** become legally liable as an owner or occupier for:

- bodily injury or death to another person;
- loss or **damage** to another person's property,

arising from an **incident** occurring during the **period of insurance** at **your building** or at the **site**;

or

if this **policy** insures **your contents** at the **site** and if **you** or **your family** become legally liable anywhere in the world for:

- bodily injury or death to another person;
- loss or **damage** to another person's property,

arising from an **incident** occurring during the **period of insurance** that is not related to the ownership or occupancy of **your building**;

then **we** will pay:

- the reasonable cost of the harm or **damage** for which there is liability; or
- the amount awarded by a court;

up to the limit of liability (see 6.3).

Important note: If you become aware of an incident where a person is injured as a result of some action by you or your family, you should make us aware of it even though a claim may not have been made against you.

There is no insurance under this Section for any claim for legal liability:

- 1. for bodily injury or death to:*
 - **you** or **your family**,
 - *an employee arising out of or during the course of their employment with **you** or **your family**;*
- 2. for which there is an entitlement to claim an amount or benefit under Workers' Compensation or accident compensation legislation;*
- 3. for loss or **damage** to property that is owned or in the possession, custody or control of **you** or **your family**;*

4. for loss or **damage** arising from or in connection with a business, profession or occupation, except where **you** let **your building** for domestic purposes;
5. for fines or penalties (including interest and costs);
6. for punitive, aggravated or exemplary damages (including interest and costs);
7. arising from an agreement unless **you** or **your family** would have been liable in the absence of the agreement;
8. for financial or consequential loss;
9. arising from a reckless act or a deliberately harmful or damaging act by:
 - **you** or **your family**;
 - a person with the express or implied consent of **you** or **your family**;
10. arising from a breach of a statutory provision;
11. because **you** or **your family** own or occupy land or a building other than the **site** or **your building**;
12. arising from or connected with the ownership or use of:
 - a power driven vehicle, or motorcycle, other than
 - an unregistered wheel chair,
 - an unregistered battery powered single person vehicle,
 - a battery powered child's toy,
 - an unregistered garden appliance,
 - an unregistered golf buggy,which is not required to be registered;
 - a powered watercraft, or a watercraft exceeding 4 metres in length and less than 10HP, other than a
 - surf ski,
 - surfboard,
 - one to four person canoe;
 - an aircraft or aerial device, other than a
 - kite,
 - model aircraft or model glider,
 - a caravan or trailer,
 - a hovercraft;

13. *arising from or connected with vibration or interference with the support of land, buildings or other property;*

14. *connected with the construction, alteration or repair of **your building** exceeding:*

- *\$25,000 where **you** are the owner builder; or*
- *\$100,000 where a registered builder or contractor is doing the work;*

Important note: Where you are an owner builder you should organise special contract works insurance. If a registered builder is doing the work, you should ensure that your name is noted as principal on the builders policy.

15. *arising from libel, slander, defamation or malicious falsehood;*

16. *arising from or connected with the supply of drugs or alcohol;*

17. *arising from or connected with the existence of asbestos;*

18. *arising from or connected with contamination or pollution of the land, air or water.*

6.2 Legal Costs

We will pay all legal costs reasonably incurred with **our** written consent arising from a claim for which **you** or **your family** are insured under this Section.

6.3 Limit Of Liability

We will not pay more than the limit shown on the **schedule** for **our** total liability under this Section in respect of all claims arising from an **incident** or series of related **incidents**, including all costs, charges, expenses and legal costs.

We will not pay more than this limit if both **your building** and **your contents** are insured by this **policy** and this **policy** insures **you** and **your family** for the same liability.

6.4 Committee Member Of A Social Or Sporting Club

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

The most **we** will pay for this benefit in any one **period of insurance** is \$5,000.

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

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

- *any act or omission for which **you** or **your family** receive reimbursement from the sporting or social club, or*
- *any act or omission which is committed or alleged to have been committed prior to the **period of insurance** commencing or after it has ended.*

6.5 Liability for unattached trailers

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 domestic trailer not attached to any vehicle resulting from an occurrence during the **period of insurance**.

***We** will not insure **you** or **your family**:*

- *if **you** or **your family** are entitled to be wholly or partly protected by any other policy of insurance which specifically covers the trailer (except where this exclusion would contravene s.45 of the Insurance Contracts Act, 1985).*

SECTION 7

HOW WE SETTLE YOUR CLAIM

7.1 Your Building - Repair, Rebuilding Or Replacement

If this **policy** insures **your building** and **we** accept **your** claim, at **our** option **we** will pay for the reasonable cost of repairing, rebuilding or replacing **your** home at the **site**:

- to its condition when new; or
- to its condition when last renovated, altered or restored.

*We will not pay for the portion of these building costs which relate to the undamaged parts of **your building**.*

When **we** pay to repair or rebuild **your building** **we** will match the existing materials, however where these materials are unavailable locally or it is not possible to match them **we** reserve the right to pay for the nearest equivalent or similar materials.

The maximum **we** will pay is:

- the **sum insured** shown in the **schedule**; plus
- the other benefits **we** have agreed to pay; less
- **your excess**;

but **we** will not pay to upgrade **your building** if it is over-insured.

We will only pay if **you** start rebuilding on the site within 6 months from the date when the **loss** or **damage** occurred otherwise **we** will only pay what it would have reasonably cost to repair, rebuild or replace **your building** at the time of the **incident**.

7.2 Your Contents and/or Valuables - Repair or Replacement

If this **policy** insures **your contents** and/or **your valuables** and **we** accept **your** claim, at **our** option **we** will do one of the following in relation to each item.

a) **Repair**

We will pay the reasonable cost of repairing an item that can be economically repaired, but only up to the stated limit if it is a contents **high risk item** listed in 2.1. If the item is a **specified contents** item or a **valuables** item, **we** will pay up to the specified **sum insured**.

b) **Replace**

If an item cannot be economically repaired **we** will replace the item with a new one substantially the same, regardless of the age of the item.

But if the item is:

- a **high risk item**, **we** will only replace the item with one worth up to the limit in section 2.1 for that item;
- a **specified contents** item, **we** will replace the item with one worth up to the **sum insured** for that item listed on the **schedule**;
- a **miscellaneous valuables** item, **we** will replace the item with one worth up to the limit shown on the **schedule**;
- a **specified valuables** item, **we** will replace the item with one worth up to the **sum insured** for that item listed on the **schedule**;
- a carpet, **we** will only replace the carpet in the room, hallway or passageway where the **loss** or **damage** occurred;
- **computer equipment**, insured either as **your contents** or as **your valuables**, **we** will not replace it if it is over 10 years old but **we** will pay the **market value**;

c) **When the item cannot be replaced**

If **we** agree that the item cannot be replaced, **we** will pay the lesser of:

- the retail value of the item, or
- if the item is a **high risk item**, the limit under section 2.1 of the **policy** pertaining to that item, or
- if the item is a **specified contents** item, the **sum insured** for that item listed on the **schedule**.
- if the item is a **miscellaneous valuables** item, the limit shown on the **schedule**, or
- if the item is a **specified valuables** item, the **sum insured** for that item listed on the **schedule**.

d) **When you do not want a replacement item**

Important note: An insurance policy is designed to repair or replace items which are stolen or damaged. If you want cash we will only pay you the amount you would have received if you had sold the item.

If **you** do not want **us** to replace the item and want cash, **we** will pay the price **you** would have received for that item from a licensed second-hand dealer.

If the item is:

- a **high risk item** listed in 2.1 with a retail value exceeding the stated limit and it was not listed on **your schedule** as **specified contents**; or,
- an item covered under **miscellaneous valuables** with a retail value exceeding the limit shown on **your schedule**;

we will pay only the price a licensed second-hand dealer would have paid **you** for the item had **you** wanted to sell it, assessed on the basis that it had a retail value of the **high risk item** limit (stated in 2.1) or the **miscellaneous valuables** limit shown on the **schedule**.

For example, if you bought a high risk contents item for \$2,000 but did not specify it to us for inclusion as specified contents on the schedule and the item has an policy limit of \$1,000, we will treat this item as if it was one bought retail for \$1,000.

e) **Pairs, sets and collections**

If the item for which **you** are claiming forms part of a pair, set or **collection**, **we** only pay the reasonable costs of replacing or repairing that item. **We** do not pay for any special value the item may have as part of the pair, set or **collection**.

If the item is part of a specified item, either as a part of **your contents** or **your valuables**, **we** will pay no more than the proportion of the specified **sum insured** equal to the proportion which the item represents of the pair or set.

f) **Sporting Equipment**

Where an item of **sporting equipment** is designed to compliment another item of **sporting equipment**, and neither item can be used without the other, then **we** will treat both items as one.

7.3 How GST Affects Any Payments We Make

The **premium** payable for this **policy** is subject to GST. When **we** pay a claim, **your** GST status will determine the amount **we** pay.

When **you** are:

- a) not registered for GST, the amount **we** pay is the **sum insured**/limit of liability or the other limits of insurance cover including GST.

b) registered for GST, **we** will pay the **sum insured**/limit of liability or the other limits of insurance and where **you** are liable to pay an amount for GST in respect of an acquisition relevant to **your** claim (such as services to repair a **damaged** item insured under the **Policy**) **we** will pay for the GST amount.

We will reduce the GST amount **we** pay for by the amount of any input tax credits to which **you** are 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 and Taxable Percentage. **Your** Taxable Percentage is **your** entitlement to an Input Tax Credit on **your premium** as a percentage of the total GST on that **premium**.

If **you** don't tell **us your** correct GST status, any GST liability is **your** responsibility.

Where the settlement of **your** claim is less than the **sum insured**/limit of liability 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 (ITC), 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.

If after **we** have assessed **your** claim, **you** are required to enter into a contract with a third party to replace or reinstate lost or **damaged** items that **we** have agreed to pay under the **policy**, **you** will enter into that agreement with the third party as **our** agent unless advised otherwise.

SECTION 8

IMPORTANT THINGS TO KNOW

8.1 If Your Home Is Unoccupied

If **your** home is to be **unoccupied** for more than 60 consecutive days **you** must obtain **our** agreement to continue to insure **you**, otherwise **you** may not be covered under section 1.

Our agreement will take the form of an **alteration advice** which **we** will send to **you** to confirm **your policy** has been extended to insure **you** for a period over 60 days.

8.2 If Your Home Is Unfurnished And Unoccupied

If **your** home is to be **unfurnished** and **unoccupied** for more than 30 consecutive days you must obtain **our** agreement to continue to insure **you**, otherwise **you** may not be covered under section 1.

Our agreement will take the form of an **alteration advice** which **we** will send to **you** to confirm **your policy** has been extended to insure **you** for a period over 30 days.

8.3 Mortgagee's Rights

If a mortgagee is named on the **policy** and **we** are settling the claim on a cash basis, **we** reserve the right to pay all or part of the proceeds to the mortgagee.

The amount **we** pay to the mortgagee will be:

- the amount outstanding under the mortgage, with any balance being paid to **you**; or
- the amount **we** agree to pay in settlement of the claim.

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

The following exclusions are applicable to all sections of this **policy**.

You have no insurance under this **policy** if the **incident** arises from or is connected with:

- lawful seizure, repossession or other operation of law;
- invasion, war, civil war or rebellion;
- nuclear weapons, nuclear fuel, waste or material;
- acts of **terrorism** where such act is directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination.

You have no insurance under this **policy** for financial or consequential loss.

For example, consequential loss could be when business records are stolen and you suffer financially because of this.

SECTION 9

CLAIMS INFORMATION

9.1 Straight After An Incident Occurs

As soon as **you** discover that an **incident** likely to result in a claim has occurred, **you** must:

- take all reasonable steps to reduce the **loss** or **damage** and to prevent any further **loss** or **damage**;
- inform the police immediately following theft or vandalism.

9.2 What You Must NOT Do

Whatever the circumstances **you** or a **family** member must not:

- admit guilt or fault (except in court or to the Police);
- offer or negotiate to pay a claim;
- admit liability.
- Dispose of any **damaged** items without first seeking **our** approval.

9.3 Our Approval Needed For Repairs

Except for essential temporary repairs under 3.10, **you** are not authorised to commence repairs without **our** approval.

9.4 Notification Of An Incident

You must advise **us** as soon as possible of an **incident** which could lead to a claim on this **policy**.

You may have to contribute towards your claim if your late notification results in higher costs for us or harms our investigation opportunities.

Please contact QBE to make a claim. We have a 24 hour Claims Hotline that you can contact on 1300 155 694.

When **you** make a claim **you** and any relevant **family** member must:

- contact **us** by phone on 1300 155 694 as soon as practicable and be ready to provide details of the incident to **our** operator;
- if **we** require it, complete the claim form **we** may send **you**;
- return the completed claim form promptly together with all letters, documents, valuations, receipts or proof of ownership that **you** have been asked to provide, otherwise **we** cannot process the claim;

We deduct the **excess** from the amount of **your** claim. **You** will find the amount of any **excess** shown on **your schedule**.

If **you** have selected and paid for Valuables Insurance, the **excess** amount for all claims under this section of the **policy** will be shown separately on **your schedule**.

If **we** agree to pay a claim, the **excess** applied will be the **excess** of the section of this **policy you** are claiming under.

Where we pay a claim on **your building, contents** and **valuables** and all claims arise from the same **incident, you** will only have to pay one **excess**. The **excess** will be the highest of the **building, contents** or **valuables excess**.

Whichever combination of insurance is provided by this **policy**, the **excess** applicable will always be the highest **excess** amount.

For example if this policy insures only your building and contents, or alternatively, if it insures only your contents and valuables and an incident occurs that results in a claim on both insurances, the highest excess of the two will be applied.

You will not have to pay an **excess** if **we** agree to pay a claim as a result of **damage** that renders **your building, contents** or both beyond economical repair.

9.7

Proof of Ownership

Where this **policy** insures **your contents**, for **high risk items**, whether **you** have specified them on the **schedule** or not, or if this **policy** insures **your valuables**, **we** will require from **you** evidence of ownership and value for each item. This evidence can be a combination of:

- receipts, valuations, instruction manuals, guarantee or warranty certificates, catalogues,
- make, model and serial number
- photographs or video film of the item.

9.8

You Must Assist Us

Before **we** will pay anything under this **policy**, **you** and any relevant **family** member must have complied with all the requirements of this Section and given **us** information and assistance which **we** have requested.

9.9

Repairs Or Replacement

We have the right to nominate the repairer or supplier to be used.

9.10

How A Claim Affects Your Sum Insured

If **we** pay a claim:

- for the total **sum insured**, **your policy** with **us** ends (see 11.5);
- for less than the total **sum insured**, **your sum insured** remains the same as it was before the claim.

For example, if your contents sum insured is \$40,000 and we pay a claim for theft of contents for \$8000, your sum insured remains at \$40,000. Likewise, if your building sum insured is \$120,000 and we pay a claim for \$30,000 for a fire in your kitchen, your sum insured remains at \$120,000.

Important note: Following a claim on a specified item you should make sure that the replacement item is added to your schedule.

- on **miscellaneous valuables** for less than the total **sum insured**, **your sum insured** remains the same as it was before the claim;
- on a **specified valuables** for the total specified sum insured, then that item is no longer insured under this **policy**. Any replacement item must be added to this **policy** for it to be insured and an extra **premium** paid to **us**.

9.11 False or Misleading Information

We may deny part or all of **your** claim if **you** or **your family** are not truthful and frank in any statement **you** make in connection with a claim or if a claim is fraudulent or false in any respect.

9.12 Police Informed

We will also report any suspected fraudulent act to the Police for further investigation.

SECTION 10

OTHER CONDITIONS

10.1 How Claim Administration And Legal Proceedings Are Undertaken

When a claim is admitted under this **policy**, **we** have the right at **our** discretion to exercise all the legal rights of **you** or a **family** member relating to the **incident** and to do so in their name.

We will take full control of the administration, conduct or settlement of the claim including any recovery or defence that **we** may consider is necessary.

10.2 You Must Continue To Assist Us

You and any relevant **family** member must continue to give **us** all information and assistance reasonably required in relation to the claim and any proceedings.

10.3 Multiple Insureds

We will treat any statement, act, omission or a claim by **you** or a **family** member as having been made by all of them.

10.4 Salvage Value

We are entitled to any salvage value on recovered items and **damaged** items that have been replaced.

10.5 Contribution

Where the **incident** insured by this **policy** is also insured elsewhere and **we** have paid more than **our** reasonable share of **your** claim, **we** may exercise **our** right to seek contribution from the other insurer or insurers.

10.6 Notices Advice

You and any relevant **family** member must provide **us** as soon as possible with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the **incident**.

SECTION 11

HOW YOUR POLICY MAY BE CANCELLED

11.1 Cancellation By You

You may cancel this **policy** at any time by giving **us** notice in writing.

11.2 Cancellation By Us During The Period Of Insurance

We may cancel this **policy** on any of the grounds set out in the Insurance Contracts Act 1984 and **we** will always tell **you** of this in writing.

11.3 Cancellation By Us On Expiry Of This Policy

We may cancel this **policy** at the end of the **period of insurance**. If this is about to happen **we** will tell **you** in writing within the terms set out in the Insurance Contracts Act 1984.

11.4 Refund Of Premium

On cancellation, a refund of **premium** will be calculated equal to the unexpired period of this **policy** less an administration fee and any non-refundable Government charges.

11.5 No Refund Of Premium

Where **we** have paid the total **sum insured** on a claim **your policy** with **us** is deemed to have been fulfilled and:

- there is no refund of any **premium**, or
- if **you** have been paying **your premium** by instalments **we** will deduct any unpaid instalment amount up to **your policy** renewal date from the total **sum insured**.

SECTION 12

INSTALMENT PAYMENTS

12.1

Claims

We will not pay a claim if at the time of the **incident**, an instalment has remained unpaid for 1 month (or more) after it was due to be paid.

12.2

Cancellations

When **you** are paying the **premium** by instalment **we** may cancel **your policy** if an instalment has remained unpaid for 1 month (or more) after it was due to be paid.

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Important note:

You should read all of this policy in full. Index items which have an **ORANGE background and words in italic indicate an area in the policy where you may have no insurance.**

**For all enquiries
please contact
1300 155 694**

MYER

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Authorised Representative 269255



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