

Accidental Damage Home & Contents Insurance

Product Disclosure Statement and Policy Wording

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WHAT IS A PRODUCT DISCLOSURE STATEMENT (PDS)?

This booklet is the Product Disclosure Statement (**PDS**) for this **Home and Contents** Insurance. It will assist **You** to make an informed decision about this insurance. It contains information about the features, benefits, risks and costs (including its limits and exclusions) of this insurance. The PDS seeks to help **You** to:

- decide whether this insurance will meet **Your** needs and whether to use the financial services provided by Ensurance; and
- compare it with other products **You** may be considering.

The **Insurers**, Ensurance and both of our representatives do not advise **You** on whether the **Policy** is specifically appropriate for **Your** objectives, financial situation or needs. Please read the PDS carefully before making a decision to purchase this insurance and to ensure **You** have a full understanding of the terms and conditions (including the limits and exclusions) that apply.

By entering into the **Policy** **You** agree to do so.

This document is prepared by Ensurance with **Our** assistance and consent and **We** are responsible for it. It includes the terms and conditions applying to this insurance.

This document applies to renewal of the **Policy** unless otherwise advised by **Us**.

If **We** accept **Your** application for this insurance **You** will receive a **Policy Schedule** that outlines the details of **Your** insurance cover.

WHERE WE AGREE TO ENTER INTO THE POLICY:

Where **We** agree to enter into a **Policy** with **You**, the **Policy** is made up of:

- this PDS;
- the relevant **Policy Schedule**; and
- any other document **We** agree will form part of the terms and conditions of the **Policy** which may amend the above, including any **Endorsement**/variation or Supplementary PDS issued by **Us**.

After reading the above important documents carefully, **You** should keep them in a safe place for future reference.

We may need to update this PDS from time to time if certain changes occur (where required and permitted by law). **We** will issue **You** with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, **We** may issue **You** with notice of this information in other forms or keep an internal record of such changes. **You** can get a paper copy free of charge by contacting **Us** at:

Level 2, 2 Glen Street,
Milsons Point NSW 2061
Telephone: 1300 79 40 79

WHO WE ARE (THE INSURERS)

We, the **Insurers** of this product are certain underwriters at Lloyd's, of whose definitive numbers and the proportions underwritten by them, will be supplied on application. In consideration of the premium specified in the **Policy Schedule**, the said **Underwriters** are hereby bound, severally and not jointly, each for his own part and not one for another, their executors and administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon. The **Insurers** are referred to in the **Policy** as "**We**", "**Our**", "**Us**" "**Insurers**" or "**Underwriters**").

Catlin Underwriting Agencies Limited is the managing agent of Syndicate 2003.

Catlin Underwriting Agencies Limited is authorised by the United Kingdom Prudential Regulation Authority and regulated by the United Kingdom Financial Conduct Authority and the United Kingdom Prudential Regulation Authority (Firm Reference No. 204848). Further details can be found on the Financial Services Register at www.fca.org.uk

Registered Office 20 Gracechurch Street, London, EC3V 0BG, United Kingdom.
Registered in England - Company Number 1815126

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

OUR UNDERWRITING AGENT (ENSURANCE)

Ensurance Underwriting Pty Ltd ABN 21 158 973 365 AFSL 429874 (Ensurance) is an Australian Financial Services Licensee authorised to deal in and provide general advice on general insurance products. Ensurance acts under a binding authority given to it by the **Insurers** to enter into, vary or cancel this insurance. When providing these services, Ensurance acts as **Our** agent and not for **You**.

OUR AGREEMENT

Where **We** agree to enter into a **Policy** with **You**, and subject to the terms and conditions (including limits and exclusions) of the **Policy**, **We** will give **You** the protection described in the **Policy** for events which occur during the **Period of insurance** and for which a **Sum insured** is shown on the **Policy Schedule**.

Cover is not automatically provided for all events. You are only covered for the events that are specified as applicable in the **Policy Schedule**.

ACCESSIBILITY

Upon request Ensurance can provide Braille, audio or large print versions of the **Policy** and the associated documentation. If **You** require an alternative format **You** should contact Ensurance that through whom this **Policy** was arranged.

WORDS WITH SPECIAL MEANING

Certain words used in the **Policy** have special meanings. The '**DEFINITIONS**' section of this document on page 12 contains such terms. In some cases, certain words may be given a special meaning in a particular section of this PDS or in the other documents making up the **Policy**.

Headings are provided for reference only and do not form part of the **Policy** for interpretation purposes.

YOUR DUTY OF DISCLOSURE

Before **You** enter into an insurance contract, **You** have a duty of disclosure under the Insurance Contracts Act 1984. The duty applies until **We** first agree to insure **You**, and until **We** agree to any variation, extension, reinstatement or renewal (as applicable).

In all cases, if **We** ask **You** questions that are relevant to **Our** decision to insure **You** and on what terms, **You** must tell **Us** anything that **You** know and that a reasonable person in the circumstances would include in answering the questions.

When **You** vary, extend or reinstate a policy **You** also have a broader duty to tell **Us** anything that **You** know, or could reasonably be expected to know, may affect **Our** decision to insure **You** and on what terms.

Where **We** offer renewal, **We** may, in addition to or instead of asking specific questions, give **You** a copy of anything **You** have previously told **Us** and ask **You** to tell **Us** if it has changed. If **We** do this, **You** must tell **Us** about any change or tell **Us** that there is no change. If **You** do not tell **Us** about a change to something **You** have previously told **Us**, **You** will be taken to have told **Us** that there is no change.

What You do not need to tell Us

You do not need to tell **Us** anything that:

- reduces the risk **We** insure **You** for; or
- is common knowledge; or
- **We** know or should know as an insurer; or
- **We** waive **Your** duty to tell **Us** about.

Who does the duty apply to?

It is important that **You** understand **You** are answering **Our** questions in this way for **Yourself** and anyone else that **You** want to be covered by the contract.

What happens if the duty of disclosure is not complied with?

If **You** do not tell **Us** anything **You** are required to tell **Us**, **We** may cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a claim, or both.

If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the contract as if it never existed.

CHANGE IN CIRCUMSTANCES

You must tell **Us** as soon as practicably possible of any change in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

When **We** are notified of a change or planned structural works **We** will tell **You** if this affects **Your Policy**. For example **We** may cancel **Your Policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your Policy** or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change or planned structural works it may affect any claim **You** make or could result in **Your** insurance being invalid.

GENERAL INSURANCE CODE OF PRACTICE

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

Lloyd's Australia Limited has adopted the Code subject to certain Lloyd's specific qualifications.

To obtain more information on the Code of Practice please contact **Us** or **You** can access the Code at: www.codeofpractice.com.au

COMPLAINTS AND 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 decision making that **You** wish to query.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to **Your** complaints within pre agreed guidelines.

If **You** would like to make a complaint or access the internal dispute resolution service please contact The Compliance Manager, Ensurance on (02) 9806 2000.

For more information concerning the internal disputes procedure please go to: www.ensuranceunderwriting.com.au.

If this does not resolve the matter or **You** are not satisfied with the way a complaint has been dealt with, **You** should write to:

Lloyd's Underwriters' General Representative in Australia
Lloyds Australia Ltd.
Level 9
1 O'Connell Street
Sydney NSW 2000
ldraustralia@lloyds.com
Telephone Number: (02) 8298 0783
Facsimile Number: (02) 8298 0788

A dispute can be referred to the Financial Ombudsman Service (FOS) subject to its terms of reference. FOS provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Financial Ombudsman Service
Local call: 1800 367 287
Post: GPO Box 3, Melbourne, Victoria 3001
Website: www.fos.org.au

If the complaint is not covered by the FOS scheme, **You** will be advised of other options for resolution.

Underwriters' Notices

The **Underwriters** accepting the insurance under the **Policy** agree that:

- (i) if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and **We** will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the **Underwriters** may be served upon:

Lloyd's Underwriters' General Representative in Australia
Lloyds Australia Ltd.
Level 9
1 O'Connell Street
Sydney NSW 2000

who has an authority to accept service and appear on the **Underwriters'** behalf;

- (iii) if a suit is instituted against any of the **Underwriters**, all **Underwriters** participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

GST

Where appropriate all insured amounts in the **Policy** and all claims payments made are inclusive of GST.

However, if **You** are, or would be, entitled to claim any input tax credit for the repair or replacement of insured property or for other things covered, **We** will reduce any claim under the insurance by the amount of such input tax credit. **You** are required to tell **Us** of **Your** entitlement to an input tax credit. If **You** fail to disclose or understate **Your** entitlement, **You** may be liable for GST on a claim **We** pay.

PRIVACY STATEMENT

Unless the context otherwise provides, in this Privacy Statement:

'We', 'Our' or 'Us' means:

- Ensurance;

and

- 'You', 'Your' or 'Yours' means the insured and any other person whose personal information is provided to Us.

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable. See the Privacy Act for full details of what constitutes personal information.

This privacy statement details how **We** collect, disclose and handle personal information.

Why We collect Your personal information

We collect personal information (including sensitive information) so **We** can:

- identify **You** and conduct necessary checks;
- determine what service or products **We** can provide to **You** e.g. offer **Our** insurance products;
- issue, manage and administer services and products provided to **You** or others, including claims investigation, handling and settlement; and
- improve **Our** services and products, e.g. training and development of **Our** representatives, product and service research and data analysis and business strategy development.

What happens if You don't give Us Your personal information?

If **You** choose not to provide **Us** with the information **We** have requested, **We** may not be able to provide **You** with **Our** services or products or properly manage and administer services and products provided to **You** or others.

How We collect Your personal information

Collection can take place through websites (from data input directly or through cookies and other web analytic tools), email, by telephone or in writing.

We collect it directly from **You** unless **You** have consented to collection from someone other than **You**, it is unreasonable or impracticable for **Us** to do so or the law permits **Us** to.

If **You** provide **Us** with personal information about another person **You** must only do so with their consent and agree to make them aware of this privacy notice.

Who We disclose Your personal information to

We share **Your** personal information with third parties for the collection purposes noted above.

The third parties include: **Our** related companies and **Our** representatives who provide services for **Us**, reinsurers, Lloyd's Regulatory Division, **Our** claim management partner(s), **Your** agents, **Our** legal, accounting and other professional advisers, data warehouses and consultants, investigators, loss assessors and adjusters, other parties **We** may be able to claim or recover against, and anyone either of **Us** appoint to review and handle complaints or disputes and any other parties where permitted or required by law.

We may need to disclose information to persons located overseas who will most likely be located in the United Kingdom, Ireland and the United States of America. Who they are may change from time to time. **You** can contact **Us** for details or refer to **Our** Privacy Policy available at **Our** website. In some cases **We** may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire **Our** services and products **You** agree that **You** cannot seek redress under the Act or against **Us** (to the extent permitted by law) and may not be able to seek redress overseas.

More information, access, correction or complaints

For more information about **Our** privacy practices including how **We** collect, use or disclose information, how to access or seek correction to **Your** information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to **Our** Privacy Policy. It is available at **Our** website www.ensuranceunderwriting.com.au or by contacting us at:

The Compliance Manager,
Ensurance Underwriting Pty Ltd,
PO Box 523 Milsons Point NSW 1565. Telephone: (02) 9806 2000
Fax: (02) 9806 2099

Your Choices

By providing **Us** with personal information, **You** and any person **You** provide personal information for, consent to these uses and disclosures unless **You** tell **Us** otherwise. If **You** wish to withdraw **Your** consent, including for things such as receiving information on products and offers by **Us** or persons **We** have an association with please contact **Us**.

UK FINANCIAL SERVICES COMPENSATION SCHEME

You may be entitled to compensation from the Scheme if the Insurer is unable to meet its obligations under this Policy. If **You** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, London, GL17 1DY) and on their website: www.fscs.org.uk

SIGNIFICANT FEATURES AND BENEFITS

Please note that this is a limited summary only and does not form part of the terms of the insurance. Each cover noted is subject to terms, conditions, exclusions and limitations applying to the **Policy** as a whole and/or to the relevant benefits, which are not listed in the summary.

You need to read the **Policy** to properly understand the cover provided.

You are not automatically insured under each section. **You** are only covered for the sections that are specified as applicable in the **Policy Schedule**.

Section	Cover
Section 1 COVER FOR YOUR HOME AND CONTENTS – ACCIDENTAL DAMAGE. What You are insured against, and what You are not.	When We insure Your Home and/or Your Contents as set out in Section 2 (Cover for Your Home) and/or Section 3 (Cover for Your Contents) they are covered up to the relevant Sum insured shown on the Policy Schedule if they suffer Accidental damage as a result of an event which occurs during the Period of insurance as described in Section 1 . Flood - Your Home and/or Contents are not automatically covered for damage or loss arising from Flood . There is an option for You to include cover for Flood under Section 6 – ‘Optional Cover For An Additional Premium’ . If Flood is selected by You and shown on the Policy Schedule We will cover You up to the applicable Sum insured shown in the Policy Schedule for Section 2 and/or Section 3 (as applicable).
Section 2 COVER FOR YOUR HOME What is Home , and what is not?	Covers Your Home at the Insured address shown on the Policy Schedule up to the Sum insured shown in the Policy Schedule for Section 2 for Accidental damage as described in Section 1 that occurs during the Period of Insurance .
Section 3 COVER FOR YOUR CONTENTS What is Contents , and what is not?	Covers Your Contents (that are owned by You , Family or a Household member , or that You are legally responsible for), at the Insured address shown on the Policy Schedule up to the Sum insured for Accidental damage as described in Section 1 that occurs during the Period of Insurance .
Section 4 ADDITIONAL BENEFITS	We will provide the cover shown under additional benefits in addition to the Sum insured when You suffer Accidental damage as described under Section 1 during the Period of insurance and We agree to pay Your claim under Section 2 and/or Section 3 of the Policy (as applicable).
Section 5 LEGAL LIABILITY INSURANCE	Covers Your legal liability for death or bodily injury to other people, or for loss or damage to other people’s property caused by an Accident which occurs during the Period of insurance . The most We will pay for all claims (including legal costs) arising from any one Accident is \$20 million (including GST), less any applicable Excess .

Section 6

OPTIONAL COVER FOR AN ADDITIONAL PREMIUM

Valuable items Flood

Valuable Items

If **You** require higher limits than those provided for **Your Contents** under **Section 3** of the **Policy**, **You** can select this optional cover.

If **You** select and pay for this option, **You** are covered for **Accidental damage** to specified **Valuable Items**:

anywhere in Australia or New Zealand, and for up to 100 continuous days in any one (1) period of insurance, anywhere else in the world.

Flood

Your Home and/or **Contents** are not automatically covered for damage or loss arising from **Flood**.

There is an option for **You** to select cover for **Flood** to be included.

When optional cover for **Flood** is shown on the **Policy Schedule** **We** will cover **You** up to the applicable **Sum insured** shown in the **Policy Schedule** for **Section 2** and/or **Section 3** (as applicable).

Your Policy provides **You** with financial protection for **Your Home** and/or **Your Contents**, depending on whether **You** have chosen **Home** and/or **Contents** Cover.

Your Home and/or **Contents** are covered for **Accidental damage** which occurs during the **Period of insurance** as described in the **Policy** under **Section 1**.

Cover for **Your** legal liability is automatically provided as outlined under Section 5.

Benefits payable under **Your Policy** are listed in the relevant section.

For **Your Home** (Section 2) some benefits are payable within the limit of **Your Sum insured**, while others are payable in addition to **Your Sum insured**.

Similarly, for **Your Contents** (Section 3) some benefits are payable within the limit of **Your Sum insured**, while others are payable in addition to **Your Sum insured**.

It is important that **You** select an adequate **Sum insured** in each case.

Underinsurance

It is important to select a **Sum insured** that fully reflects the replacement value of **Your** property and otherwise suits **Your** needs. If **You** don't have enough cover, **You** may be under insured and could end up having to cover some of the costs **Yourself**. Wherever an item is said to be subject to Underinsurance, if at the time of any loss, destruction or damage, the **Sum Insured** is less than the total value of property insured **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

Other benefits

In addition to the protection provided by the **Policy**, the following benefits are also provided:

- a choice of monthly or annual policy periods;
- a 21 day cooling-off period – refer to '**Cancellation and Cooling-off**' on page 10;
- new for old replacement;
- temporary accommodation benefits;
- an automatic adjustment of **Your Home** and/or **Contents Sums insured** if **You** have selected an annual cover. Refer to '**Automatic Sum insured Adjustment on Renewal**' on page 11.

Please note that the cover provided under the **Policy** is limited to the **Insured events** and benefits as outlined in this document and as shown as being applicable on the **Policy Schedule**. The **Policy** does not provide cover for all events or prescribed events that other insurance policies may provide and may include unusual terms. **You** should read the **Policy** carefully to make sure the cover provided meets **Your** needs.

MONTHLY POLICY OPTION

You have the option of taking out a Monthly **Policy**. Should **You** choose the Monthly **Policy** option:

We will:

- issue **You** a **Policy** and **Policy Schedule** every month through electronic means only;
- issue **You** with a renewal notice at least 14 days prior to expiry of **Your** Monthly **Policy** advising **You** of the terms and conditions **We** are offering for renewal of the **Policy** and any significant changes to the cover or premium offered (or if **We** will not be renewing). This means that unlike an annual policy where the agreed terms will continue for the annual period (unless agreed otherwise), the terms can be changed by **Us** each month or **We** can choose not to continue the cover, where specified in the renewal notice; and
- automatically renew from expiry of **Your** Monthly **Policy** on the terms of the renewal notice unless **You** tell **Us** otherwise or **We** choose not to offer renewal.

You will:

- provide **Us** with the details required for **Us** to deduct premium payments from a credit card accepted by **us** (or other details required for any alternative payment options as may be offered through **Our** on line service from time to time);
- authorise **Us** to debit premiums to those accounts (including any change in premium on renewals);
- provide **Us** with **Your** email address to send correspondence to and consent to **Us** delivering documents electronically to that address;
- agree that **We** will automatically renew the **Policy** each month on the terms contained in the renewal invitation **We** send **You** (unless **We** tell **You** otherwise) and are authorised to deduct the renewal premium amount in accordance with the agreed method of deduction, payment option and account details for the **Policy**, unless **You** inform **Us** in writing prior to the expiry date of the **Policy** that **You** do not wish to renew the **Policy** for the upcoming period of insurance.

If the **Policy** lapses and **You**, at a later date wish to continue cover, **You** will be required to make a new application.

If **You** choose a Monthly **Policy** option agency fees will apply to each renewal of the **Policy** to cover the agents administration cost of preparing and distributing the **Policy**, agency fees will be specified in the **Policy Schedule**.

If the **Policy** is a Monthly **Policy** it will lapse with effect from the expiry date of the prior Monthly **Policy** if the premium is unpaid by the due date.

THE COST OF INSURANCE

The cost for the insurance is at **Our** sole and unrestricted discretion. It will be based on the profile of the risk to be covered and any other factors **We** consider relevant.

Examples of factors which may affect **Your** risk profile include:

- the **Sum insured** **You** nominate for **Your Home** and/or **Contents**;
- the location and construction of the **Home**;
- the **Period of insurance** **You** select;
- the security devices fitted to **Your Home**;
- how the **Home** is occupied;
- **Your** previous insurance experience; and
- any options that apply.

Other factors may affect the amount **You** pay. These may include profitability, intermediary commission, agency fees and any relevant compulsory government charges, taxes or levies that relate to **Your Policy** (e.g. Stamp Duty, GST and Fire Services Levy).

Any of these factors may change at any time without notice, as may **Our** premiums. If the **Policy** renews, the amount payable may exceed the amount paid for the previous **Policy**.

Insurance may also apply to the purchase of the **Policy** other costs, fees and charges which include:

- agency fees specified on **Your Policy Schedule** that are payable by **You** to cover the agents administration cost of preparing and distributing **Your Policy**. These fees are non-refundable in the event of cancellation, unless the insurance **Policy** is cancelled within the cooling-off period;
- if **You** choose a monthly renewal period agency fees will apply to each renewal of the **Policy**.

All fees will be stated in **Your Policy Schedule**.

EXCESS

The **Policy** has an **Excess** for each claim made under the **Home**, **Contents**, **Valuable items** and Legal Liability sections. The **Excess** will be shown on the **Policy Schedule** and is the amount that will be deducted from any claim settlement. In the event of a total loss it will be deducted from the **Sum Insured**.

PAYMENT OF PREMIUM (including charges)

You must pay **Your** premium annually if **You** take out an annual **Policy**, or monthly if **You** have selected a Monthly **Policy** period. Payments can be made by credit card accepted by **Us** (or other details required for any alternative payment options as may be offered through **Our** on line service from time to time). **We** will tell **You** the total annual or monthly amounts, so **You** will know the difference. Payment details and due dates will be advised to **You**. The total payable includes amounts in relation to relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST, Emergency and Fire Services Levy).

If **You** do not pay for the **Policy**

We may cancel the **Policy** in accordance with Cancellation and Cooling-Off provisions by giving **You** written notice.

We may reduce any claim payment by the amount of outstanding premium, to the extent permitted by law.

WHEN YOU RECEIVE THE POLICY

Make sure the information is correct

Please check the information **You** have given **Us** and notify **Us** of any changes or corrections. This is an important part of **Your** Duty of Disclosure.

CANCELLATION AND COOLING-OFF PERIOD

YOUR RIGHT TO CANCEL – MONTHLY POLICY OPTION

If **You** choose the Monthly **Policy**, there are no statutory rights to a Cooling Off Period under this **Policy**. **You** are entitled to cancel this **Policy** by notifying **Us** in writing, by email or by telephone but there will be no refund of premium.

COOLING-OFF PERIOD

If **You** have not made a claim or an event has not occurred that could give rise to a claim on the **Policy**, **You** are allowed to cancel the **Policy** within 21 days of the purchase date and receive a full refund of what **You** have paid.

Where **You** have chosen a Monthly **Policy**, the cooling off period will not apply to a renewed **Policy** that is issued on the same terms and conditions as the prior Monthly **Policy**.

CANCELLING THE POLICY

By You – **You** may cancel the **Policy** at any time by notifying **Us**. **You** will receive a full refund of premium if **You** cancel the **Policy** within 21 days of the purchase date and have not made a claim or an event has not occurred that could give rise to a claim on the **Policy** (**cooling-off period**). If a claim arises from an incident occurring before cancellation **We** may recover any outstanding premium due to **Us**. If **You** choose to cancel **Your Policy** after the cooling-off period, **We** will retain a proportionate premium which relates to the period for which **You** have been insured, an agency fee and any government duties, taxes and charges **We** cannot recover. **You** will not receive a refund of premium if **You** have already made a claim or if circumstances have arisen entitling **You** to make a claim under the **Policy**.

By Us - **We** may cancel **Your Policy** in accordance with Section 60 of the Insurance Contracts Act 1984, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the premium; or
- (ii) **You** fail to properly comply with **Your** duty of disclosure at the time you entered into the contract;
- (iii) **You** misrepresent your situation at the time you entered into the contract; or
- (iv) **You** make a fraudulent claim under the contract of insurance or some other concurrent insurance cover;

by giving **You** fourteen (14) days' notice in writing. In such instances **We** will retain a proportionate premium which relates to the period for which **You** have been insured, an agency fee and any government duties, taxes and charges **We** cannot recover. For example, if **You** have been insured for six (6) months, the proportionate premium for the period **You** have been insured will be half the annual premium (excluding any agency fee and government charges). **You** will not receive a refund of premium if **You** have already made a claim or if circumstances have arisen entitling **You** to make a claim under the **Policy**.

GENERAL EXCLUSIONS AND CONDITIONS OF COVER

It is important to understand that insurance policies do not cover every eventuality. **You** should read **Your Policy** and be aware of what is excluded from cover and the conditions to be observed. Please also refer to **Legal Liability – What is NOT covered** on page 22, **General Exclusions Applying to the Whole Policy** on page 25 and **General Conditions of Cover** on page 27.

JOINT POLICYHOLDERS

If more than one insured is named as a policyholder, each gives authority to the other to amend or cancel this **Policy**. **We** may treat any change requested by one policyholder as coming from all joint policyholders.

SUMS INSURED

You are responsible for determining the **Sum insured**.

This **Policy** provides for rebuilding, repairing or replacing a damaged **Home** or its **Contents** at their replacement value. It is **Your** responsibility to nominate a **Sum insured** that is sufficient to replace them.

For **Your Home** this includes any improvements to the **Home** that may contribute to the costs of rebuilding, and any additional costs associated with rebuilding, such as site works and access restrictions. The services of a professional valuer or building contractor may assist **You** to determine **Your Home** rebuilding cost.

For **Your Contents** and **Valuable Items** it may be appropriate for **You** to use the services of a dealer or professional valuer for jewellery, **Collections**, art works and the like. Valuations or receipts for the purchase of **Contents** and **Valuable Items** should be kept in a safe location, as **You** will need these if **You** need to make a claim.

AUTOMATIC SUM INSURED ADJUSTMENT AT RENEWAL

When **Your Home** is insured under an annual **Policy**, **We** will automatically increase the **Sum insured** shown on the **Policy Schedule** at the end of each **Period of insurance** to allow for various factors including inflationary trends. **We** do not do this for a **Monthly Policy**.

When **Your Contents** are insured under an annual **Policy**, **We** will automatically increase the **Sum insured** shown on the **Policy Schedule** at the end of each **Period of insurance** to allow for various factors including inflationary trends. **We** do not do this for a **Monthly Policy**.

You are not required to accept the revised **Sum(s) insured** and can ask **Us** to amend them at any time.

We will not adjust the **Sum(s) insured** for **Valuable Items**.

You will need to review the value of these items regularly to ensure they are insured for the cost of replacement.

You are encouraged to regularly review **Your Sum insured** for **Home** and **Contents**, and may alter the **Sum(s) insured** at any time during the **Period of insurance**, subject to **Our** acceptance and **Your** agreement to pay **Us** any additional premium **We** request. This automatic **Sum insured** adjustment at renewal does not replace **Your** responsibility for reviewing the **Sum insured** at renewal.

FURTHER INFORMATION AND CONFIRMATION OF TRANSACTIONS

If **You** require further information about this insurance or wish to confirm a transaction, please contact **Us**.

DEFINITIONS

These words have particular meaning wherever they are used in this PDS and the **Policy**. These words and their meaning are defined below.

Accident	means a single occurrence or series of occurrences arising from one event at an identifiable place and time which You did not intend or expect to happen.
Accidental damage	means damage, loss or destruction caused by a sudden, unexpected, unforeseen and unintended event from Your perspective as described under Section 1 – Cover for Your Home & Contents – Accidental damage , "What You are insured against, and what You are not".
Aircraft	means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space including model aircraft, drones, parachutes and hot air balloons.
Collection(s)	means a number of items of common type, appearance or nature which, when considered in their entirety, have a greater value together than the total sum of each item individually or that belong or function together.
Computer Virus	means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.
Contents	means the household goods that are owned by You, Family or a Household member , or that You are legally responsible for, that are shown as insured in Section 3 - Cover For Your Contents .
Electronic data	means facts and concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.
Endorsement	means a change in the terms and conditions of the Policy agreed by Us that can extend or restrict cover.
Excess	means the amount You must first pay or bear for each claim made under the Home, Contents or Legal Liability sections. In some cases We may deduct the Excess from the amount We pay when We settle Your claim. The amount and type of Excess that applies is shown on the Policy Schedule .
Family	means Your spouse or partner, Your children or children of Your spouse or partner, Your parents and parents-in-law, grandparents, grandchildren, and Your brothers and sisters who permanently live with You at Your Home .
Fixtures	means items that are permanently attached to Your Home or buildings at the Insured address , but not carpets or internal window coverings.
Flood	means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following: a lake (whether or not it has been altered or modified); a river (whether or not it has been altered or modified); a creek (whether or not it has been altered or modified); another natural watercourse (whether or not it has been altered or modified); a reservoir; a canal; a dam.
Home	means the private residential building at the Insured address shown on the Policy Schedule , including Fixtures and permanent structural improvements and any professional offices in those buildings that are shown as insured in Section 2 - Cover For Your Home .

Household member	means a person who permanently lives with You at Your Home .
Insured address	means the address shown on the Policy Schedule .
Insured event	means any of the listed events in Section 1 of this PDS that occur during the Period of insurance against which You are covered for Accidental damage subject to terms and conditions (including limits and exclusions) of the Policy .
Insurer(s) or Underwriters	means the Certain Underwriters at Lloyd's in respect of Syndicate 2003.
Landslide	means a large mass of rocks and earth that suddenly and quickly moves down the side of a mountain or hill.
Landslip	means downward movement of sloping ground
Office equipment	means equipment that is used in connection with any business, trade or profession that You , Family or a Household member conduct from the Home .
Open air	means within the boundaries of the Insured address in an area that is not completely enclosed by walls and a roof, or is not able to be locked.
Period of insurance	means the period of time stated in the Policy Schedule for which Your Policy is in force unless ending earlier in accordance with the Policy or law.
Policy	means Our contract with You , consisting of this PDS/ Policy wording, the Policy Schedule and any other documents We agree with You that form part of the terms and conditions of Our contract with You (such as a Supplementary PDS or any special conditions or Endorsements issued to You in either electronic or written form).
Policy Schedule	means a document of that name which shows Your Policy number, details of Your cover, options You have chosen and any Excess You must pay. It is part of Your Policy and should be read in conjunction with the other documents that form Your Policy .
Pollutant	means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
Retaining wall(s)	means a wall, which is not part of the residential building, designed to hold back or prevent the movement of earth.
Schedule	means the document entitled Schedule that relates to and forms part of this Policy .
Settlement	means downward movement as a result of the soil being compressed by the weight of the buildings within ten years of construction.
Storm	means an atmospheric disturbance evidenced by violent wind (including cyclones and tornadoes) that may be accompanied by lightning, rain, hail or snow. Storm is not persistent rain by itself.

Storm surge	means an increase in the sea level caused by weather conditions.
Subsidence	means downward movement of the ground beneath the buildings other than by Settlement .
Sum insured	means the amount shown on the Policy Schedule or otherwise referred to in the Policy .
Terrorism	means an act, including the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Tools of trade	means the tools or equipment that are used in connection with any trade or profession that You, Family or a Household member perform.
Tsunami	means an ocean wave caused by an undersea earthquake or volcanic eruption.
Unoccupied	means no one is eating, sleeping or living in the Home .
Valuable Items	means the items as described under Section 6. Optional Cover for an Additional Premium. 1. Valuable Items and ' What are Valuable Items '.
Watercraft	means a vessel, craft or thing made or intended to float on or through water, that is either powered or designed to be powered by a motor, or exceeds 3 metres in length.
We / Us / Our	means the Insurers acting through their agent Ensurance Underwriting Pty Ltd.
You / Your / Yourself	means the person(s) named as the insured policyholder(s) on the Policy Schedule .

SECTION 1: COVER FOR YOUR HOME & CONTENTS - ACCIDENTAL DAMAGE

WHAT YOU ARE INSURED AGAINST, AND WHAT YOU ARE NOT.

When **We** agree to enter in to a **Policy** with **You**, **Your Home** and/or **Your Contents** as set out in **Section 2 (Cover for Your Home)** and/or **Section 3 (Cover for Your Contents)** are covered up to the relevant **Sum insured** shown on the on the **Policy Schedule** if they suffer **Accidental damage** as a result of an event which occurs during the **Period of insurance** as set out in this **Section 1**.

If **You** select cover only for **Your Home**, the cover provided under the **Policy Accidental damage** does not apply to **Your Contents**.

If **You** select cover only for **Your Contents**, the cover provided under the **Policy for Accidental damage** does not apply to **Your Home**.

Your Home and **Your Contents** are covered while at **Your Insured address**. Cover for **Your Contents** while away from **Your Insured address** is provided subject to the conditions and limitations set out under the additional benefit of 'Cover for **Your Contents** away from **Your Insured address**'.

There are some instances of **Accidental damage** which are only covered under specific conditions as set out below.

Landslide or **Subsidence**.

The cover for landslide or **Subsidence** only applies if the **Accidental damage** occurs within seventy-two (72) hours of, and as a direct result of, one (1) of the following:

- **Storm, Flood** (only when the optional cover for **Flood** is shown on the **Policy Schedule**), rainwater, hail, snow or wind;
- earthquake or **Tsunami**;
- explosion; or
- liquid escaping from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or a drain.

If **You** have insured **Your Home** under the **Policy**, **We** will also cover **Accidental damage** to gates, fences or **Retaining walls** that are entirely or partly at the **Insured address**.

In addition to the "General Exclusions applying to the whole Policy" We will not pay for Your Home and/or Contents under this Section 1 which are destroyed, lost or damaged by:

- **Landslide** or **Subsidence**, except as described above.
- **Settlement**, shrinkage or any movement of earth.
- erosion.
- water entering **Your Home**:
- through an opening made for any building, renovation or repair work; or
- because of a structural defect, faulty design or faulty workmanship when **Your Home** was constructed.
- rust, corrosion, gradual deterioration, depreciation, fading, rising damp, mould, mildew, rot, wear or tear.
- rats, mice or insects.
- roots from trees, plants, shrubs or grass. However, this exclusion only applies to damage caused directly by the roots. For example, if tree roots damage and block a pipe, **We** will pay for the resultant damage to the **Home** caused by water overflowing in the **Home**. **We** will not however pay for the damage to the pipe.
- any process of cleaning involving the use of chemicals other than domestic household chemicals.
- a defect in an item, faulty workmanship, structural defects or faulty design.
- malicious damage or vandalism by **Your** tenant.
- theft by **Your** tenant.
- Deliberate or intentional acts by **Your** tenant.
- mechanical or electrical breakdown. However this exclusion does not apply to the resultant loss or damage to **Your Home** or **Contents**.
- bushfire or grass fire that occurs within 72 hours from the commencement of cover under the **Policy** (including any mid-term alteration requesting cover) unless immediately prior to commencing cover under the **Policy**, **You** held another policy covering the same risk that has expired and which the **Policy** replaces without a break in cover.
- theft or resulting damage caused by **You**, **Family**, a **Household member**, or someone who entered the **Home** with **Your** consent or the consent of **Family** or a **Household member**.
- a person acting with **Your** consent.
- **Flood** unless the optional cover for **Flood** is shown in the **Policy Schedule** as an **Insured event**.
- **Flood** that occurs within the first 72 hours from the commencement of optional cover for **Flood** under the **Policy** (including any mid-term alteration requesting the optional **Flood** cover) unless immediately prior to commencing the optional cover for **Flood** under the **Policy**, **You** held another policy covering the same risk that has expired and which the **Policy** replaces without a break in cover.
- lack of maintenance or a defect that **You** knew about or should reasonably have known about and did not fix.
- power surge or fluctuation that is not a result of a lightning strike.

SECTION 2: COVER FOR YOUR HOME

WHAT IS HOME, AND WHAT IS NOT?

Subject to terms, conditions, exclusions and limitations applying to the **Policy** as a whole and/or to the relevant benefits, **We** will cover **Your Home** up to the **Sum insured** set out on **Your Policy Schedule** in **Section 2**, for **Accidental damage** as a result of an event which occurs during the **Period of insurance** as described in **Section 1**.

What We will cover under Your Home insurance	What We do NOT cover under Your Home insurance
<p>Home - means private residential buildings You live in including Fixtures and permanent structural improvements and any professional offices in those buildings at the Insured address shown on the Policy Schedule.</p> <p>Home includes the following items at the Insured address:</p> <ul style="list-style-type: none">• domestic outbuildings, including in-ground swimming pools, tennis courts, in-ground spas, saunas, a fixed solar photovoltaic or hot water system, and anything permanently built, permanently constructed or permanently installed all of which are used for domestic purposes;• jetties, wharves, pontoons and moorings used for domestic purposes only;• fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings;• infrastructure for services, including infrastructure for the supply of electricity, gas, water, the internet and telephone that are Your property or which You are liable to repair or replace or pay the cost of their repair or replacement.• landscaping, paved terraces, paved pathways and paved driveways, Retaining walls, fences and gates entirely or partly on the site; and• blinds, awnings and shutters on the outside of the buildings	<p>Home does not include any of the following items:</p> <ul style="list-style-type: none">• fixed or unfixed carpets, including floor rugs;• internal blinds, curtains and window coverings;• earth or gravel pathways or driveways or other unpaved surfaces;• aboveground swimming pools, inflatable swimming pools, or portable spas that can be moved from the site, including their accessories;• a caravan, car, trailer, mobile home, tent, railway or tram carriage, Aircraft or Watercraft (whether converted and approved for use as a residential dwelling or not);• structures established or used for commercial or hobby farming, including agricultural fencing, sheds, tanks and stables or shelters;• any building used for any business or trade, except a dwelling used principally as a place of residence that also contains an office;• a building in the course of construction;• a building in the course of being demolished, or that is vacant pending demolition;• a temporary building or structure;• trees, shrubs, plants and lawns except as provided for under "Additional Benefits – trees, shrubs, plants & lawns when We insure Your Home".• loose or compacted soil, sand, gravel, pebbles, rocks, granular rubber, bark or mulch;• property that a tenant is liable for under the terms of a rental agreement; or• any of Your Contents.

SECTION 3: COVER FOR YOUR CONTENTS

WHAT IS CONTENTS, AND WHAT IS NOT?

Subject to terms, conditions, exclusions and limitations applying to the **Policy** as a whole and/or to the relevant benefits, **We** will cover **Your Contents** up to the **Sum insured** set out on **Your Policy Schedule** in **Section 3** for **Accidental damage** as a result of an event which occurs during the **Period of insurance** as described in **Section 1**.

Any sub limit of cover is included in and does not apply in addition to the **Sum insured** for **Section 3 - Contents**

Items We cover under Your Contents insurance	Items We do NOT cover under Your Contents insurance
<p>Contents - means household goods which belong to You Family or a Household member, or that You are legally responsible for.</p> <p>Contents includes the following items:</p> <ul style="list-style-type: none"> • household goods that are not used for earning income; • Office equipment that You, Family or a Household member use for earning income while it is at Your Insured address; • fixed or unfixed carpets, including floor rugs; • internal blinds, curtains and window coverings; • furniture and furnishings that are not built in. • portable domestic appliances that are not built in; • aboveground swimming pools, inflatable swimming pools, or portable spas that can be moved from the site, including their accessories; • clothing and personal effects; • the following three items: <ol style="list-style-type: none"> i. jewellery and watches; ii. items that contain gold or silver (this does not include items thinly covered with gold or silver); and iii. collections of stamps, money or medals, <p>for which We will only pay up to 25% in total of the Contents Sum insured listed on the Policy Schedule per Insured event and the most We will pay for any one (1) item, pair, set or Collection is \$10,000.</p> <p>You can increase the maximum amount that We will pay for these three (3) items by choosing additional cover for Valuable Items under Section 6 – Optional Cover for an Additional Premium 1. Valuable Items;</p> <ul style="list-style-type: none"> • items thinly covered with gold or silver that are not jewellery or watches; • projectors and screens; and • tapes, cassettes, cartridges and discs, including computer software. We will only pay the value of these items when blank unless they were pre-recorded when You purchased them; • accessories and spare parts for the following: golf buggies, ride-on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis, kayaks and canoes. • We will pay up to \$2,000 per item and \$4,000 in total per Insured event; 	<ul style="list-style-type: none"> • stock used in any business, trade, or profession; • grass, rocks, soil, sand or gravel; • cash, cheques and negotiable instruments; • loose or compacted soil, sand, gravel, pebbles, rocks, granular rubber, bark or mulch; • plants, trees, shrubs or hedges in the ground; • travel or other tickets, (including event tickets), or coupons; • animals, birds, fish or reptiles; • unfixed Home materials and uninstalled Home fittings; • in ground swimming pools and spas that are permanently installed at the Insured address, • caravans or trailers, their accessories and/or equipment; • motorised vehicles, motorised bikes, go-karts, mini-bikes, trail bikes including their accessories and/or equipment; • Watercraft including their accessories and/or equipment; • Tools of trade; • any firearms whether legally registered or not. • mobile phones; • gold or silver nuggets and ingots; • data stored on any computer, computer disk or computer tape (including the cost of restoring the data); • unset precious and semi-precious stones; • bicycles while they are in use for competitive racing or pace-making; • sporting equipment while it is being used; • equipment for taking photographs, including accessories and unprocessed film while they are being used to earn an income; or • any item that is part of Your Home for insurance purposes.

- landlords' **Fixtures** and fittings that **You** are liable for under the terms of a rental agreement. **We** will not cover these **Fixtures** and fittings if the body corporate has insured them;
- **Fixtures** and fittings that **You** have installed for **Your** own use if **You** are a tenant, or **Your Fixtures** and fittings if **You** are the owner of a strata title unit. **We** will not cover these **Fixtures** and fittings if the body corporate has insured them;
- motorised golf buggies, ride-on mowers, mobility scooters, wheelchairs and, remote controlled model or toy motor vehicles;
- surfboards, sailboards, surf skis, kayaks and canoes, kite surfing equipment;
- bicycles and other sporting equipment;
- plants or trees growing in pots or tubs;

SECTION 4: ADDITIONAL BENEFITS

Subject to terms and conditions (including limits and exclusions) of the **Policy**, **We** will provide the cover shown under these additional benefits in addition to the **Sum insured** shown in the **Policy Schedule** for **Section 2 (Cover for Your Home)** and/or **Section 3 (Cover for Your Contents)** (as applicable) when **We** agree to pay **Your** claim for an **Insured event** covered under **Section 1** of the **Policy** that occurs during the **Period of insurance**.

Removal of debris and extra costs of rebuilding	
<p>If Your Home is covered under the Policy</p> <p>We will pay the costs involved to:</p> <ul style="list-style-type: none"> remove Home debris caused by Accidental damage; demolish the Home or any parts deemed to be unsafe and unrepairable; and secure the Home if it is not habitable. <p>We will also pay for:</p> <ul style="list-style-type: none"> fees for the services of an architect, surveyor or engineer; and building application fees in connection with rebuilding or repairing the Home. <p>The most We pay for these costs is 10% of the Home Sum insured. We will pay this amount in addition to the Sum insured.</p> <p>If Your Contents are covered under the Policy</p> <p>We will pay the costs to:</p> <ul style="list-style-type: none"> remove and dispose of damaged Contents; and store undamaged Contents during the time it takes to repair the Home. <p>The most We pay for these costs is 10% of the Contents Sum insured per Insured event.</p> <p>We will pay this amount in addition to the Sum insured.</p>	<p>We will NOT cover:</p> <p>Any additional costs that are not related to the part of the Home or Contents that were damaged.</p> <p>The cost of removing or disposing of tree stumps, or branches or trees that have not damaged the Home.</p>

Temporary accommodation costs	
<p>when We insure Your Home and/or Contents</p> <p>If Your Home is not fit to live in following loss or damage by an Insured event, and We have agreed to pay Your claim, then We will pay the cost of appropriate temporary accommodation for You, Family and Household members and Your household pets, while Your Home is being repaired or rebuilt.</p> <p>If You are a tenant, We will pay the cost of appropriate temporary accommodation for You, Family and Household members and Your household pets, while Your Home is being repaired or rebuilt. We will deduct Your usual rental expenses from the amount We pay.</p> <p>The most We pay for these temporary accommodation costs per Insured event is 20% of the Home or Contents Sum insured whichever is the greater.</p> <p>We will pay this amount in addition to the Sum insured.</p>	<p>We will NOT cover:</p> <p>Temporary accommodation costs Incurred beyond the reasonable time it takes to rebuild or repair the part of Your Home that was damaged, or beyond 12 months from the date the damage occurred, whichever period is shorter.</p> <p>If We determine that Your Home is habitable.</p> <p>If You do not need to pay for alternate accommodation.</p> <p>If You were not living in the Home at the time of the loss or damage.</p> <p>If You do not intend to repair or rebuild the Home.</p> <p>If You delay the claim or any reinstatement work.</p>

Trees, shrubs, plants & lawns

when We insure Your Home

We will pay if any trees, plants, shrubs or lawns are destroyed, lost or damaged, other than by **Storm, Storm surge or Flood**,

The most We will pay for trees, plants, shrubs or lawns is up to \$5,000 per **Insured event**.

We will pay this amount in addition to the **Sum insured**.

We will NOT cover:

Loss or damage caused by **Storm, Storm surge or Flood**

Loss or damage caused by a weather-related event.

Visitors Contents

when We insure Your Contents

If the **Policy** insures **Your Contents** at **Your Insured address** We also insure **Contents** belonging to any visitors, guests, employees or exchange students temporarily living with **You** at the site up to \$5,000 in total per **Insured event**.

We will pay this amount in addition to the **Sum insured**.

This additional cover is subject to the list of **Contents** items and limits shown under **Section 3 – What is Contents and What is not ‘Items We cover under Your Contents Insurance’**.

We will NOT cover:

If these **Contents** are insured under another insurance policy arranged by someone other than **You**.

Locks and Keys

when We insure Your Home and/or Contents

If a key to an external door lock of **Your Home**, or a key to an external window lock of **Your Home**, is lost or stolen, or **You** have reason to believe that the key has been duplicated, **We** will pay the costs of replacing the external lock, key or cylinder with a similar item.

The most **We** will pay under this additional cover is \$5,000.

We will pay this amount in addition to the **Sum insured**.

Cover for Your Contents away from Your Insured address

when We insure Your Contents

Your Contents are covered while they are away from **Your Insured address**, anywhere in Australia or New Zealand whilst temporarily removed.

We will cover jewellery and watches anywhere in the rest of the world for up to 100 consecutive days but only when these items are

- being worn by you; or
- secured in a safe.

Note:

If you require higher limits than those provided under **Section 3 – COVER FOR YOUR CONTENTS** for the following three items for which **We** will only pay up to 25% in total of the **Contents Sum insured** listed on the **Policy Schedule** per **Insured event** and the most **We** will pay for any one (1) item, pair, set or **Collection** is \$10,000,

- I. jewellery and watches;
- II. items that contain gold or silver (this does not include items thinly covered with gold or silver); and
- III. collections of stamps, money or medals,

You will need to select and pay for 1. **Valuable Items** under **Section 6 – Optional Cover For an Additional Premium**, and specify each item you wish to insure as a specified **Valuable item**.

Your Contents are not covered under this additional benefit if they:

- Are accessories and spare parts for golf buggies, mobility scooters, ride-on mowers, surfboards, sail boards, surf skis, kayaks or canoes if they are in a tent, vehicle, **Watercraft, Aircraft** or in the open air (which includes non-lockable structures and non-lockable parts of structures not at **Your Insured address**);
- are **Office equipment** that **You** use for earning **Your** income;
- are on the way to, or from, or in commercial storage;
- are in transit during a permanent removal;
- have been removed permanently from **Your Insured address** other than:
 - sporting equipment that is stored within a club room;
 - **Contents** stored in a bank safe deposit box;
 - student's personal belongings including sporting equipment whilst **You** are away from home attending school, college or university.

SPECIAL BENEFIT

HOME SUM INSURED SAFEGUARD

If **Your Home** is covered under the **Policy** **We** will provide the cover shown under this Special Benefit in addition to the **Sum insured** shown in the **Policy Schedule** for **Section 2 (Cover for Your Home)** when **We** agree to pay **Your** claim for an **Insured event** covered under **Section 1** of the **Policy** that occurs during the **Period of insurance** and **We** determine that **Your Home** is a total loss as a result of that **Insured event**.

If **We** determine that **Your Home** is a total loss and the cost to repair or replace **Your Home** is greater than **Your Home Sum insured**, then **We** will pay up to 20% of the **Sum insured** for **Your Home** per **Insured event** to:

- repair the **Home** to the condition it was in at the time immediately before it suffered **Accidental damage**; or
- replace the **Home**; or
- pay the cost of the **Home's** repair or replacement.

We will decide which one **We** will do.

This '**Home Sum insured safeguard**' applies only if:

- this **Policy** insures **Your Home**. It does not apply to any **Contents** or other property or items insured under the **Policy** nor to any other additional coverages or benefits provided under the **Policy**; and
- **Your Home** is so damaged by an event that is insured by this **Policy** that it is considered by **Us** to be a total loss; and
- the cost to repair or replace **Your home** is greater than **Your Home Sum insured** because the increased cost of repairing damage to **Your Home** was caused directly by a Catastrophic Event.

For the purposes of this '**Home Sum insured safeguard**', a 'Catastrophic Event' means a suddenly occurring, major, natural disaster that is covered under the **Policy**, where the resultant loss or damage to property in the vicinity of **Your Home** is so extensive and widespread that the consequent increase in demand for the materials and labour required to repair the **Home** causes a material increase in the cost of those materials and labour.

Rebuilding or repairing **Your Home** must commence within six (6) months of the **Accidental damage** occurring. If it does not commence within six (6) months (or any other period which **We** agree with **You** in writing) **You** may have to pay any increase in cost caused by the delay.

We will pay for the damaged portion of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the damage occurred.

We will not pay any costs for replacing undamaged property except as provided below.

We will try to match any material used to repair **Your Home** with the original materials. If **We** cannot, **We** will use the nearest equivalent available to the original materials. However, if:

- it is impossible to acquire new material to replace the damaged material that reasonably matches the undamaged portion to a similar extent as immediately prior to the loss or damage occurring; and
- the amount of damaged material that cannot be matched to the undamaged material is more than 40% of the total material that would have to be replaced if all the matching damaged and undamaged material was replaced;

then **We** will replace both the damaged and undamaged material.

SECTION 5: LEGAL LIABILITY INSURANCE

The most **We** will pay for all claims (including legal costs) arising from any one **Accident** under Section 5 (**Legal Liability Insurance**) is \$20 million (including GST), less any applicable **Excess**.

LEGAL LIABILITY – WHAT IS COVERED

If Your Home is insured

Subject to the terms and conditions (including limits and exclusions) of the **Policy**, if **You** have insured **Your Home** under **Section 2 (Cover for Your Home)** of the **Policy**, then **We** will cover the legal liability of **You** or **Family** or **Household members** as owners or occupiers of **Your Home**, for death or bodily injury to other people, or for loss or damage to other people's property caused by an **Accident** which occurs:

- during the **Period of insurance**; and
- at the **Insured address**.

We will also cover the legal costs that have been incurred with **Our** prior written consent.

If Your Contents are insured

Subject to the terms and conditions (including limits and exclusions) of the **Policy**, if **You** have insured **Your Contents** under **Section 3 (Cover for Your Contents)** of the **Policy**, then **We** will cover the legal liability of **You** or **Family** or **Household members** in connection with ownership of **Contents** (and other than as owner occupier or owner of a **Home**) for death or bodily injury to other people, or for loss or damage to other people's property caused by an **Accident** which occurs:

- during the **Period of insurance**; and
- anywhere in Australia.

If the **Contents** are located in a **Home** which **You** own and which the body corporate has insured (as part of the complex in which the **Home** is located) for legal liability resulting from death or bodily injury or damage to other people's property, then **We** will cover **You** to the extent **Your** legal liability as owner or owner-occupier of that **Home** is not covered by the insurance taken out by the body corporate.

We will also cover the legal costs that have been incurred with **Our** prior written consent.

LEGAL LIABILITY – WHAT IS NOT COVERED

In addition to the "General Exclusions applying to the whole Policy" **We** will not cover **You** or **Family** or **Household members** or any other person Under this Section 5 for any legal liability caused by, contributed to or in connection with:

Agreements You entered into.

- any agreement or contract **You** or **Family** or **Household members** enter into, except to the extent that such legal liability would have existed regardless of any agreement or contract or arises under a residential lease, when **You**, **Family** or **Household members** are a domestic tenant and **Contents** in a landlord's residential property are insured under the **Policy**.

Asbestos

- the presence of asbestos at the **Home** or at the **Insured address** or in any **Contents**.

Building Work

- alterations, repairs, renovations or decorations of the **Home** where the total cost of the alterations, repairs, renovations or decorations is greater than \$100,000;
- a **Home** under construction.

Business Activities

- any business, trade or profession (including farming, grazing, agisting livestock or other agricultural activity) except for death or bodily injury to a domestic tenant or boarder or part-time casual baby sitting by **You** or **Family** or **Household members** in circumstances where authorisation is not required by any regulatory body.

Death or injury

- death or injury:
 - of **You** or **Your Family**;
 - of **Your** pets or **Your Family's** pets;
 - of a **Household member** or a **Household member's** pets

Defamation

- legal action brought against **You** or **Family** or **Household members** in respect of defamation, libel or slander.

Deliberate acts or omissions

- a deliberate or intentional act or omission by **You, Family, a Household member**, or a person acting with **Your** or their express or implied consent; or
- an act or omission by **You, Family, a Household member** or a person acting with **Your** or their express or implied consent in a way which demonstrates a reckless disregard for the consequences of that act or omission.

Disease or illness

- disease or illness caused by asbestos in any form; or
- the transmission of any communicable disease, illness or infection where **You, Family** or a **Household member** knowingly spread the disease, illness or infection, or failed to take due care after becoming aware of the disease, illness or infection.

Drugs (illegal)

- an incident which occurred when **You, Family** or a **Household member** were intoxicated by, or judgment was affected by, any illegal substance or illegal drug; or
- the possession, supply or consumption of illegal substances or illegal drugs.

Legal action in other countries

- legal action, claims, proceedings or demands brought against **You, Family or a Household member**, decided, or heard in a country other than Australia.

Outside the Period of insurance of the Policy

- an **Accident** which did not occur during the **Period of insurance**.

Property owned by You

- damage to property:
 - owned by **You, Family**, or a **Household member**;
 - owned by someone else that is in the physical or legal control of **You, Family** or a **Household member**.
- ownership or occupancy of any building or land other than the **Home** or land at the **Insured address** shown on **Your Policy Schedule**.

Transport

- the use, ownership or control of:
 - motor vehicles including motor bikes, trail bikes, mini bikes, motorised go-karts or motorised scooters;
 - **Aircraft** or an airfield;
 - **Watercraft**
 - caravans, trailers or mobile homes.

*But subject to the **Policy** terms and conditions, **We** will cover **Your** legal liability for loss or damage arising out of the use of any of the following items if they do not require registration or compulsory insurance cover:*

- a bicycle;
- a golf cart or buggy;
- a domestic garden appliance (including a ride-on mower);
- a sailboard, surfboard, or non-motorised canoe, kayak or surf ski;
- a wheel chair or invalid scooter.

Workers

- death or bodily injury to any person deemed to be employed by **You, Family** or a **Household member**, for the purposes of the relevant workers compensation legislation;
- damage to the property of any person employed by **You, Family** or a **Household member**;
- any law relating to worker's or employee's compensation;
- any law relating to employment practices including wrongful or unfair dismissal, discrimination and equal opportunity;
- any contract of employment.

LEGAL LIABILITY – ADDITIONAL BENEFIT

Committee members of sporting or social clubs or community organisations

We will cover **You** against any claim for compensation or expenses which **You** become legally liable in Australia to pay following an alleged or actual act or omission in connection with **Your** position as a committee member of a sporting or social club or community organisation.

We will not cover **You** if **You** receive more than \$1,000 per year for holding the committee member position.

The alleged or actual act or omission and claim for compensation must be made against **You** within the **Period of insurance** stated in the **Policy Schedule**.

The most **We** will pay under this additional benefit, including legal costs, is \$10,000 during any one **Period of insurance**.

SECTION 6: – OPTIONAL COVER FOR AN ADDITIONAL PREMIUM

1. VALUABLE ITEMS

This optional cover for **Valuable Items** only applies when **Your Policy Schedule** shows that **You** have insured **Your Valuable Items** under the **Policy**.

If **You** require higher limits than those provided for **Your Contents** under **Section 3** of the **Policy**, please select this optional cover.

If **You** have selected and paid for this option, **You** are covered for **Accidental damage**

- anywhere in Australia or New Zealand, and
- for up to 100 consecutive days in any one (1) period of insurance, anywhere else in the world,

to specified **Valuable Items** including:

- I. jewellery and watches;
- II. items that contain gold or silver (but this does not include items thinly covered with gold or silver); and
- III. **Collections** of stamps, money or medals.

Where **You** have insured **Your Contents** under Section 3 of the **Policy**, the **Policy** automatically covers these items (i), (ii) and (iii) while they are temporarily removed from the site under the additional benefit in **Section 4 'Cover for Your Contents away from Your situation'**, up to \$10,000 per item, and, in total 25% of the **Contents Sum insured**.

However, if **You** wish to insure items while they are temporarily removed from the site for amounts greater than this, then **You** need to select and pay for this specified **Valuable Items** option.

Please note: **Contents** other than (i), (ii) or (iii) above and those that do not have a sub-limit do not need to be insured under this specified **Valuable items** option. There is no unspecified **Valuable items** option under the **Policy**, as it is made unnecessary because of the cover provided under the Additional benefit of '**Cover for Your Contents away from Your Insured address**'.

If **You** select cover under this **Section 6** for **Valuable items**, then **You** must specify each item **You** wish to insure as a specified **Valuable item** and provide valuations and/or receipts, unless **We** tell **You** that a valuation or receipt is not required.

What are Valuable items?	What are not Valuable items?
<p>Valuable items means - Your special valuable and personal items which are listed on Your Policy Schedule, such as:</p> <ul style="list-style-type: none">• jewellery and watches;• items that contain gold or silver (but this does not include items thinly covered with gold or silver);• Collections of stamps, money or medals;• fine art, paintings and works of art.	<ul style="list-style-type: none">• Motor vehicles, motorcycles, mini-bikes, caravans, trailers, aircraft or accessories or spare parts of any of these items.• Watercraft.• Cash, negotiables or financial transaction cards.• Unset precious or semi-precious stones.

How We pay a claim for Valuable Items

When **Accidental damage** occurs to a **Valuable Item**, **We** will do one of the following:

- replace the item with the nearest equivalent new item;
- repair the item to the condition it was in when the **Accidental damage** occurred; or
- pay **You** the cost of replacement or repair to the condition the item was in when the **Accidental damage** occurred.

We will decide which one **We** will do.

Unless **Your Policy Schedule** lists pairs, sets or **Collections** as a **Valuable Item** under **Section 6** of the **Policy**, when a **Valuable Item** is part of a pair, set or **Collection**, **We** will only pay the value of the lost or damaged item itself. The most **We** will pay is the value that the item has as a proportion of the combined pair, set or **Collection** and **We** will only pay the cost of replacing the item even though the pair, set or **Collection** to which it belongs is less valuable because it is incomplete.

If **You** have made a claim which is covered under **Section 3** of the **Policy** for an item of **Your Contents** which is also covered as a **Valuable Item** under this **Section 6**, **We** will reduce any payment to **You** under this **Section 6** by the amount **We** pay **You** for the same item under **Your Contents** cover.

Limit for Valuable Items

Unless **Your Policy Schedule** lists pairs, sets or **Collections** as a **Valuable Item** under **Section 6** of the **Policy**, the most **We** will pay is the **Sum insured** shown in the **Policy Schedule** for the item, or pair, set or **Collection** (as applicable).

2. FLOOD

This optional cover for **Flood** only applies when **Your Policy Schedule** shows that **You** have selected and insured **Your Home** and/ or **Your Contents** and/ or **Your Valuable Items** for **Flood** under the **Policy**.

If **You** have selected and paid for this option, **We** will cover **You** up to the applicable **Sum insured** amount shown in the **Policy Schedule** for **Accidental damage** caused by **Flood** under:

- **Section 2 – Home** and / or
- **Section 3 – Contents** and/ or
- **Section 4 – Valuable Items**,

as applicable when the relevant **Section** is also shown as insured in the **Policy Schedule**.

We will not cover:

Flood that occurs within the first 72 hours from the commencement of optional cover for **Flood** under the **Policy** (including any mid-term alteration requesting the optional **Flood** cover) unless immediately prior to commencing the optional cover for **Flood** under the **Policy**, **You** held another policy covering the same risk that has expired and which the **Policy** replaces without a break in cover.

GENERAL EXCLUSIONS APPLYING TO THE WHOLE POLICY

We will not cover any loss, damage, Accidental damage, liability or other costs or expenses under any Section of the Policy directly or indirectly caused by, arising from or contributed to by:

Action of the sea, high water, or underground water

- **Flood** unless the optional cover for **Flood** is specified as an **Insured event** in the **Policy Schedule**;
- high tide, tidal wave, **Storm surge** or any other action of the sea;
- loss or damage or the incurring of legal liability caused by underground water seepage or pressure.

Asbestos

- by the presence of asbestos at the **Home** or at the **Insured address**.

Breaking the law

- any criminal or illegal act or omission, any attempted criminal or illegal act or omission, or any act or omission occurring during the course of any criminal or illegal act or omission;
- **You, Family** or a **Household member** or someone with **Your** or their knowledge or permission using any part of the **Home** for criminal or unlawful purposes;
- any breach or failure to comply with any Commonwealth, state, territory or local government law, ordinance or regulation, including those relating to:
 - pool fencing and gating;
 - emissions, effluent or **Pollutants**;
 - the installation of smoke detectors;
 - dangerous goods and liquids;
 - firearms;
 - the possession, supply or consumption of illegal substances or illegal drugs;
 - control and safekeeping of dangerous or restricted breeds of dogs;
 - assault;
 - malicious damage;
 - breach of copyright;
- fines, penalties, court costs, punitive, exemplary or aggravated damages.

Business activity

- to any part of the **Home** specifically used for any business, trade or profession (other than as a home office).

Contamination, pollution

- any biological, viral, chemical or poisonous substance, Pollutant or contaminant.

Cyber Attack

- Subject only to the paragraph below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

Defects, faulty workmanship, lack of maintenance

- a design fault, structural defect or faulty workmanship that **You** knew about and did not fix before the loss or damage occurred;
- failure to maintain the **Home** and/or **Contents** in good condition;
- failure to take reasonable care of the **Home** and/or **Contents**.

Earth movement

- erosion, vibration, **Subsidence**, **Landslip**, **Landslide**, mudslide, collapse, shrinkage or any other earth movement.

*But subject to the **Policy** terms and conditions, **We** will cover loss or damage caused by **Landslide** or **Subsidence** that occurs within 72 hours of, and as a direct result of, one (1) of the following events:*

- **Storm, Flood**, rainwater, hail, snow or wind;
- earthquake or **Tsunami**;
- explosion; or
- liquid escaping from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or a drain.

Earthquake or Tsunami

- loss or damage that occurs more than 72 hours after an earthquake or **Tsunami**.

Escape of Liquid

- the cost of repairing or replacing any item from which a liquid escapes;
- the cost of locating the source of any escaped liquid;

Electronic Data and Computer Virus

- loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including for example **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- However, in the event that a event listed below results from any of the matters described in the paragraph above, this **Policy**, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the **Policy** period to property insured by this **Policy** directly caused by such listed event.

Listed Events

- Fire
- Explosion

Gradual deterioration

- rust, corrosion, rot, mould, rising damp, mildew, gradual deterioration, wear and tear (a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time. Examples of things that are likely to be affected include fencing, flat roofs, carpets, flooring and clothing) or fading.

Intentional acts

- an intentional act of **You**, **Family** or a **Household member** or a person acting with the consent of **You** or them.

Loss of profit, business interruption, inconvenience

- inconvenience or expense, including loss of profit, costs arising from any business interruption or the intellectual or sentimental value of an item.

Mechanical or electrical breakdown

- mechanical or electrical breakdown or failure of equipment to operate properly.

Radioactive contamination and explosive nuclear assemblies

- radioactive contamination and explosive nuclear assemblies;
- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Repossession

- or to **Your Home** and/or **Contents** as a result of lawful seizure, repossession, confiscation, nationalisation or requisition.

Terrorism

- **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This also excludes loss, damage, cost or expense in any way involving, caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to **Terrorism**.

Trees, shrubs or plants

- tree lopping or felling on the **Insured address**;
- the roots of trees, plants or shrubs. However, this exclusion only applies to damage caused directly by the roots. For example, if tree roots damage and block a pipe, **We** will pay for the resultant damage to the **Home** caused by water overflowing in the **Home**. **We** will not however pay for the damage to the pipe.

Unoccupancy

- that occurs when the **Home** is **Unoccupied** for a period of longer than 90 consecutive days, unless **You** advise **Us** beforehand in writing, **We** agree to cover **You** for an extended period of time and **You** agree to pay any additional premium **We** require.

Vermin

- insects, birds, rodents or vermin.

War

- war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

GENERAL CONDITIONS OF COVER

These General Conditions of Cover apply to all **Sections** of the **Policy** unless otherwise stated. Please remember that if **You** do not comply with any term or condition, **We** may (to the extent permitted by law) decline or reduce any claim payment and/or cancel the **Policy**.

Electronic Data Processing Media Valuation

Despite any provision to the contrary within the **Policy** or any **Endorsement**, it is understood and agreed as follows:-

- Should electronic data processing media insured by this **Policy** suffer physical loss or damage insured by this **Policy**, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any **Electronic Data** contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all amounts, not to exceed \$1,000 for any one loss, incurred by **You** in recreating, gathering and assembling such **Electronic Data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this **Policy** does not insure any amount pertaining to the value of such **Electronic Data** to **You** or any other party, even if such **Electronic Data** cannot be recreated, gathered or assembled.

Renewing the Policy

- To ensure continuing protection **We** will normally send **You** a renewal offer at least 14 days prior to the renewal date of the **Policy**. It will show information such as the premium and **Excess** for the new period, and may also include notice of any changes to the terms of the **Policy**, including indexation of **Your Sum insured** (where applicable). This document applies to any offer of renewal unless otherwise advised by **Us**.
- When **You** receive a renewal offer, **You** must tell **Us** if the information contained in it is incorrect or incomplete and comply with your duty of disclosure. If **You** do not tell **Us**, **We** may reduce or refuse to pay a claim.
- If nothing needs to be disclosed and **You** are happy with the renewal offer **You** don't have to do anything and **We** will automatically deduct/charge the new renewal premium from **Your** nominated account / credit card, unless **You** tell **Us** not to or **We** advise **You** otherwise.
- Should **You** not wish to take up the renewal offer **You** must contact **Us** prior to the renewal to advise **Us**.
- If **We** do not offer to renew **Your Policy**, **We** will send **You** a notice of expiry.
- If the **Policy** renews, the price may exceed the price paid for the previous **Policy**.

Your responsibilities

You must ensure that:

- **You** keep the **Home**, **Contents** and **Valuable Items** in good condition;
- all practical steps are taken to prevent loss, damage or legal liability, including securing the **Home** against unauthorised entry when it is unattended;
- **We** are provided with honest and complete information and assistance necessary to process any claims, recover any costs, or take any legal action;
- after **We** have agreed to pay **Your** claim, **You** arrange for repair or replacement of items that have been lost or damaged as soon as practicably possible;
- at the time of making a claim, **You** notify **Us** of any other insurance **You** have that provides similar cover to the **Policy**; and
- **You** comply with all the terms and conditions set out in the **Policy**. If **You** do not comply with any term or condition, **We** may (to the extent permitted by law) decline or reduce any claim payment and/or cancel the **Policy**.

When the Home is Unoccupied

Cover for **Your Home, Contents and Valuable Items** whilst at **Your Insured address** will not apply if, for a continuous period of ninety (90) days or more **Your Home** has been **Unoccupied**, unless the **Accidental damage** or legal liability results from lightning, thunderbolt, riot and civil commotion, damage directly caused by impact by a vehicle, Aircraft, **Watercraft**, space debris, rocket, satellite, a tree branch and within 72 hours of a **Tsunami** or earthquake. However, **We** do not insure **You** against any subsequent resultant damage such as rainwater entering any opening made by impact or looting subsequent to a riot.

You must ask **Us** in writing to provide cover if **Your Home** is not going to be occupied for more than ninety (90) days before this occurs. If **We** agree to provide cover, **We** will advise **You** in writing and **You** must pay us any additional premium **We** may require.

Other Insurance

If **You** effect (or if there exists to **Your** knowledge) any other insurance covering loss, damage or liability insured by the **Policy**, **You** must notify **Us** as soon as practicably possible and provide **Us** with details of such other insurance.

Subrogation

We have the right on **Your** behalf (and in **Your** name) to conduct any negotiation, settlement or legal proceeding, whether prosecuting or defending in connection with any claim under the **Policy**. **Your** full co-operation is required in these matters.

Where **You** have entered into an undertaking with any other party which prevents or limits **Your/Our** right to recover compensation for which that third party would be liable from that party, **We** will not pay any benefit under the **Policy** with respect to that loss or damage unless **You** have **Our** prior written consent.

Fraud

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) **We** need not return any of the premium paid

Governing law and jurisdiction

Your Policy is governed by the laws of Australia. Any dispute relating to **Your Policy** shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which **Your Policy** was issued.

Sanction limitation and exclusion clause

We shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Rights of third parties

Except to the extent provided under the Insurance Contracts Act it is not the intention of this insurance that any party except the **Insurer** and those named or defined as **You** herein or other parties specifically included as covered by **Your Policy** should acquire any rights under or in relation to it nor be entitled to the benefit of any of its terms.

HOW TO MAKE A CLAIM

What You must do when making a claim

If **Your Home** or **Contents** suffer **Accidental damage**, or an incident occurs that may result in a claim for legal liability **You** must:

- take all practical steps to prevent or minimise further loss, damage or liability;
- report any incident involving theft or malicious damage to the police as soon as possible;
- contact **Us** and provide **Us** with full details of what has happened;
- provide **Us** with evidence of value or ownership of goods or property that has been lost, stolen or damaged, if **We** ask for this;
- give **Us** the opportunity to inspect the damaged goods or property before conducting any repair or disposal;
- obtain **Our** consent before **You** authorise or commence repairs, or incur any costs, unless the repair or cost is necessary to prevent further loss;
- allow **Us**, or **Our** representative, to enter the **Home** to investigate the cause of the loss or damage;
- promptly send **Us** any correspondence **You** receive that relates to a claim;
- not admit liability, offer to settle or compromise any claim without **Our** prior consent;
- allow **Us** to take over and conduct the defense, negotiation and settlement of any claim in **Your** name or in the name of any other person insured by the **Policy**;
- give **Us** information, statements and any other assistance **We** require if **We** instigate proceedings in **Your** name, or in the name of any other person insured by the **Policy**, to recover any payment that **We** have made;

at **Our** request, return any damaged or recovered property for which **We** have paid a claim.

If **You** do not comply with the above conditions it may impact **Your** ability to make a claim under this **Policy**.

If **You** have any queries or if **You** need any help to make **Your** claim, please contact **Our** dedicated claims team below:

DWF Claims
ensurance@dwfclaims.com
+61 02 8235 4044

For notifications Outside of office hours:
Australian Network Adjusters
+61 18 0076 1100

How We settle claims

If **We** agree to pay a claim for loss, theft or damage to **Your Home**, **Contents** or **Valuable Items**, **We** will, at **Our** sole discretion, decide whether to:

- repair the damaged property to the same standard, specification or quality as it was when it was new, or
- replace the damaged property with a new item that is the nearest equivalent property available, or
- pay **You** the amount it would cost **Us** to repair or replace the property to an “as new” condition. The amount it would cost **Us** is based on:
 - the retail price of an item less any trade discount **We** are entitled to; or
 - the cost to **Us** to repair or replace the property, allowing for any trade discount **We** are entitled to.

We only cover **Your** interest in the property insured under the **Policy** unless **We** specifically cover the interest of another party, such as a financier or any other owners, which **You** have told **Us** about. These details will be noted on **Your Policy Schedule**. If a financier is noted on **Your Policy Schedule** as an interested party, and **We** agree to settle the claim on a cash basis, **We** have the option of paying the financier in full or part settlement of the claim.

Any cover provided under the **Policy** for the benefit of **Family** or **Household members** or other specified persons is provided on the basis that:

- such persons can make a claim for benefits under the **Policy** entered into by **You** in accordance with the **Policy** terms and conditions. This right arises solely by operation of section 48 of the Insurance Contracts Act 1984 (Cth). They do not enter into any agreement with **Us** and are not charged by **Us** for the right to make a claim for those benefits. Neither **We** nor **You** hold anything on trust for, or for the benefit or on behalf of such persons;
- such persons have no right to cancel or vary the **Policy** or its cover – only **You** (as the contracting party) and **We** can do this. If **We** cancel or vary the **Policy** or its cover, **We** do not need to obtain such person’s consent to do so; and

- **We** do not provide any notices in relation to this insurance to such persons as they are not a contracting party to the **Policy**. **We** only sends notices to **You** as the only person **We** have contractual obligations to under the **Policy**.

We reserve the right to choose the repairer or supplier to be used.

When it is not possible to repair or rebuild **Your** property with original materials, **We** will use the nearest available equivalent to the original materials.

We will pay to repair or replace internal blinds or curtains, carpets or other floor coverings but only in the same room, hallway or passageway where the loss or damage occurred.

Unless **You** have insured pairs, sets or **Collections** of items as **Valuable Items** under **Section 6**, when an item is part of a pair, system or **Collection** **We** will only pay for repair or replacement of the item that has been lost or damaged. The most **We** will pay is the value that the item has as a proportion of the combined pair, system or **Collection**.

We will NOT pay:

- to rebuild or repair undamaged property in order to achieve a match with repaired or replaced property;
- any additional costs to replace materials that are not damaged;
- for any decrease in the value of any pair, system or **Collection**.

We may take over and conduct the defence or settlement of any claim for **You** or anyone else covered by the **Policy**. **We** will decide how the defence is conducted or a claim settled. **We** may decide to represent **You** or anyone else covered by the **Policy** at any inquest or official inquiry or criminal proceeding.

The most **We** will pay for any claim for **Your Home** is the **Sum insured** shown on **Your Policy Schedule**, subject to any additional benefits that may also apply.

The most **We** will pay for any claim for **Your Contents** is the lesser of:

- the **Sum insured** shown on **Your Policy Schedule**; and
- the sub limit that applies for certain **Contents** items unless they are **Valuable Items**, in which case **We** will pay up to the amount shown in the **Policy Schedule** for these **Valuable Items**, subject to any additional benefits that may also apply.

If **We** pay for additional benefits as part of **Your** claim, the most **We** will pay for each additional benefit is specified against those items in the **Policy**. These benefits are paid in addition to the **Sum insured**.

If Your Home, Contents or Valuable Items are stolen or destroyed and We have agreed to pay Your claim as a total loss then:

- **We** will pay **You** an amount equal to the replacement value of the property stolen or destroyed or the **Sum insured** on **Your Policy Schedule**, whichever is lesser; and
- cover under the **Policy** comes to an end and no refund of premium is due, as **We** have discharged **Our** obligation under this contract.

Excess Payable on Claims

- Payment of an **Excess** helps to reduce the number of small claims and keep down **Your** insurance premiums.
- An **Excess** is the first amount **You** must pay or contribute towards the cost of any claim.
- An **Excess** is payable in respect of each claim for loss or damage to **Your Home** and/or **Contents** or for liability.

If **You** make a claim, **We** will tell **You** whether to pay the **Excess** to a repairer or supplier, directly to **Us**, or whether **We** will deduct the **Excess** from the amount **We** pay **You**.

COMPENSATION ARRANGEMENTS

We are:

- authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia; and
- supervised by the Australian Prudential Regulation Authority (APRA) and subject to the prudential requirements of the Insurance Act.

The Insurance Act contains prudential standards and practices designed to ensure that under all reasonable circumstances, financial promises made by insurers are met within a stable, efficient and competitive financial system. Because of this, **We** are exempted from the Corporations Act 2001 (Cth) requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss of damage suffered because of breaches by the licensee or its representatives of Chapter 7 of that Act. **We** have compensation arrangements in place that are in accordance with the Insurance Act.

The Corporations Act 2001 (Cth) requires licensees such as Ensurance to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the licensee or its representatives of Chapter 7 of the Act, unless an exemption applies. Ensurance has compensation arrangements in place that meets these requirements.

How Ensurance is remunerated for the services provided

Ensurance receives a commission whenever **You** enter into a **Policy** arranged by them (including renewals and some variations which increase the premium payable).

We may also advance it other money to cover marketing and other costs and expenses which is agreed on a case by case basis.

For services in administering this insurance Ensurance may be paid a profit share amount in relation to policies entered into in each annual period. The amount Ensurance can receive is a percentage of the net profit amount (if any) which is determined by **Us** and is based on the total premium excluding certain costs, expenses, fees and liabilities in relation to the policies (e.g. taxes and charges on the **Policy**, reinsurance costs, claims payments, commission paid and administrative costs) over a 12 month period.

If there is no net profit in the annual period, Ensurance receives no profit share.

Ensurance may also charge **You** a fee, which varies depending on the service it provides **You** with. The fee is paid in addition to the premium and, if applicable, is specified in the **Policy Schedule**.

Ensurance's staff receive an annual salary that may include bonuses based on performance criteria (which can include sales performance) and the achievement of company goals.

If **You** would like more details about the remuneration (including commission) or other benefits Ensurance receives, please ask for it within a reasonable period after **You** receive this document and before this insurance is issued to **You**.

