

Custom Home Insurance Extra Care PLUS

Product Disclosure Statement

Preparation Date: 29 March 2018



CUSTOM HOME
Insurance

Welcome to the financial security arranged by Custom Home Insurance Extra Care PLUS.

This product is issued by Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687) (Chubb). The information in this booklet is current at the date of preparation. If the information changes we will issue a supplementary or replacement product disclosure statement.

This product is distributed by SGUAS Pty Ltd t/as Custom Home Insurance (ABN 15 096 726 895, AFSL 234437) (Custom Home Insurance) as agent on behalf of Chubb.

About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurance company. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London and other locations, and employs approximately 31,000 people worldwide.

Chubb, via acquisitions by its predecessor companies, has been present in Australia for over 50 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages, including Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities, as well as Accident & Health insurance, to a broad client base. Chubb is a major insurer of many of the country's largest companies. With five branches and over 500 staff in Australia, it has a wealth of local expertise backed by its global reach and breadth of resources.

More information can be found at www.chubb.com/au

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Important Information

About this Product Disclosure Statement

This booklet is the Product Disclosure Statement (PDS) for Custom Home Insurance Extra Care PLUS. It will assist you to make an informed decision about your home and contents insurance. It contains information about the policy, its features, benefits, risks and costs. Please read it carefully.

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

This PDS was prepared 29 March 2018.

Your Records

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

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

The Insurer

Chubb Insurance Australia Limited (Chubb) is an Australian financial services licensee authorised to deal in and provide general advice in relation to general insurance products. Our details are as follows:

Chubb Insurance Australia Limited

ABN: 23 001 642 020

AFSL: 239687

Grosvenor Place, Level 38, 225 George Street,
Sydney NSW 2000

Phone: +61 2 9335 3200

Fax: +61 2 9335 3411

Email: CustomerService.AUNZ@chubb.com

Website: www.chubb.com/au

The Agent

SGUAS Pty Ltd t/as Custom Home Insurance (ABN 15 096 726 895, AFSL 234437) (Custom Home Insurance) arranges policies for and on behalf of the insurer. Custom Home Insurance acts under a binding authority given to it by the insurer to administer and issue policies, alterations and renewals. In all aspects of arranging this policy, Custom Home Insurance acts as an agent for the insurer and not for you.

You can contact Custom Home Insurance at:

SGUAS Pty Ltd t/as Custom Home Insurance
Level 21, 150 Lonsdale Street

Melbourne VIC 3000

Phone: 1300 00 2255

Fax: 1300 662 215

Website: www.customhomeinsurance.com.au

Our Agreement

The agreement between you and us consists of:

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

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

Our liability is limited to:

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

Receiving Your Policy Documents

You may choose to receive your policy documents:

- electronically, including but not limited to email; or
- by post.

If you tell Custom Home Insurance to send your policy documents electronically, Custom Home Insurance will send them to the email address that you have provided. This will continue until you tell Custom Home Insurance otherwise or until Custom Home Insurance advises that this method is no longer suitable. Each electronic communication will be deemed to be received by you 24 hours after it leaves Custom Home Insurance's information system. If you do not tell Custom Home Insurance to send your policy documents electronically, the policy documents will be sent to the mailing address that you have provided.

You are responsible for ensuring that the email and mailing address that Custom Home Insurance has is up to date. Please contact Custom Home Insurance to change your email or mailing address.

Your Cooling-off Period

Please read all parts of this PDS and your schedule carefully to make sure you understand the cover and that it is adequate.

If, for any reason, you are not completely satisfied with your policy, we may agree in writing to alter it to meet your needs.

Alternatively, if you decide that you do not require this policy, and no claim has been made under the policy, you have the right to cancel and return the insurance policy to us within 30 days, which starts on the earlier of:

- the date you received confirmation of this insurance policy; or
- 5 days after the date this policy was issued to you (whichever occurs earlier).

If you cancel within this 30 day period, we will refund the premium you have paid.

Financial Claims Scheme

We are an insurance company authorised under the *Insurance Act 1973 (Cth)* (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by us are met within a stable, efficient and competitive financial system.

Because of this we are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the *Corporations Act 2001 (Cth)*.

We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that we were to become insolvent and were unable to meet our obligations under the policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to www.fcs.gov.au for more information.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at www.codeofpractice.com.au and on request.

Privacy Statement

In this Privacy Notice the use of 'we', 'our' or 'us' means Chubb Insurance Australia Limited (Chubb) and SGUAS Pty Ltd t/as Custom Home Insurance (Custom Home Insurance) unless specified otherwise.

We are committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policies can be accessed on our respective websites at www.chubb.com/au and www.steadfastagencies.com.au

Personal Information Handling Practices

Collection, Use and Disclosure

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

When information is provided to us via a third party we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way and we take reasonable steps to ensure that you have been made aware of how we handle your personal information.

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you. Sometimes, we may use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to you.

We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as assessors and call centres in Australia). In some circumstances, in order to provide our services to you, we may need to transfer personal

information to other entities within the Chubb Group of companies (such as the regional head offices of Chubb located in Singapore, UK or USA), or third parties with whom we or those other Chubb Group entities have sub-contracted to provide a specific service for us, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the *Privacy Act 1988* (Cth).

Your Choices

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

How to Contact Us

If you would like a copy of your personal information, or to correct or update it, please contact Chubb's customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com or in the case of Custom Home Insurance on +61 2 9307 6656 or email privacyofficer@steadfastagencies.com.au

If you have a complaint or would like more information about how:

- i. Chubb manages your personal information, please review the Chubb Privacy Policy for more details or contact the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, phone: +61 2 9335 3200 or email Privacy.AU@chubb.com

- ii. Custom Home Insurance manages your personal information, please review the Custom Home Insurance Privacy Policy for more details or contact the Privacy Officer, PO Box A2016, Sydney South NSW 1235, phone: +61 2 9307 6656 or email privacyofficer@steadfastagencies.com.au

Complaints and Dispute Resolution

We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the 5th business day after we have received it, and you have not requested that we provide you a response in writing, the following complaint handling and internal dispute resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

Stage 1 – Complaint Handling Procedure

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact us at:

The Complaints Officer
Chubb Insurance Australia Limited
GPO Box 4065, Sydney NSW 2001
Phone: 1800 815 675
Email: Complaints.AU@chubb.com

The members of our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary information and have completed any investigation required. In cases where further information

or investigation is required, we will work with you to agree reasonable alternative time frames and, if we cannot agree, you may request that your complaint is taken to Stage 2 and referred to our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise.

Please note if your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), we may elect to refer it straight to Stage 2 for review by our Internal Dispute Resolution team.

Stage 2 – Internal Dispute Resolution Procedure

If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post (as below), or email at:

Internal Dispute Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065, Sydney NSW 2001
Phone: +61 2 9335 3200
Fax: +61 2 9335 3411
Email: DisputeResolution.AU@chubb.com

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute.

We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to the Financial Ombudsman Service Australia (FOS) as detailed under Stage 3 below, subject

to its Terms of Reference. If your complaint or dispute falls outside the FOS Terms of Reference, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

Stage 3 – External Dispute Resolution

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may refer your complaint or dispute to FOS, subject to its Terms of Reference.

FOS is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and we agree to be bound by its determinations about a dispute. Where a dispute is covered by the FOS Terms of Reference, the General Insurance Division of FOS offers a free and accessible dispute resolution service to consumers.

You may contact FOS at any time at:

Financial Ombudsman Service Australia

GPO Box 3, Melbourne VIC 3001

Phone: 1800 367 287

Fax: +61 3 9613 6399

Email: info@fos.org.au

Website: www.fos.org.au

If you would like to refer your dispute to FOS you must do so within 2 years of the date of our internal dispute determination. FOS may still consider a dispute lodged after this time if FOS considers that exceptional circumstances apply.

Your Duty of Disclosure

Before you enter into or renew an insurance contract, you have a duty of disclosure under the *Insurance Contracts Act 1984* (Cth).

The duty applies until we first agree to insure you, and where relevant, until we agree to any subsequent variation, extension, reinstatement or renewal (as applicable).

Answering our questions

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.

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.

Variations, extensions and reinstatements

For variations, extensions and reinstatements, you 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.

Renewal

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.

If you do not tell us something

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.

Updating the PDS

From time to time and where permitted by law, we may change parts of the PDS. 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. Any updates which are not materially adverse to you from the view of a reasonable person deciding whether to buy this insurance may be found on the Custom Home Insurance website at www.customhomeinsurance.com.au

Significant Features and Benefits

Your policy provides you with financial protection for your home and/or your home contents, depending on whether you have chosen Section 1 – Home Insurance and/or Section 2 – Home Contents Insurance. Additional cover for your personal property is optional under Section 3 – Personal Property Insurance. Cover for your legal liability as owner and/or occupier of the home is automatically provided under Section 4 – Legal Liability Insurance.

Your home and contents are covered for the insured events listed in 'The Insured Events You Are Covered For' section of the policy. This does not include accidental loss or damage to your home or home contents except as described under insured event 11. 'Accidental breakage' in 'The Insured Events You Are Covered For' section of the policy.

Personal property insured under Section 3 – Personal Property Insurance is covered for the insured events listed in 'The Insured Events You Are Covered For' section of the policy and accidental loss or damage.

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

In addition to the protection provided by your policy, your cover also includes the following important benefits:

- various discounts – refer to ‘Cost of Your Policy’ section of the policy
- a choice of payment methods – refer to ‘Cost of Your Policy’ section of the policy, including monthly instalments
- a choice of excesses – refer to ‘Excess’ section of the policy
- new for old replacement
- automatic indexation of your home and/or contents sums insured – refer to ‘Automatic Indexation’ section of the policy.

Cost of Your Policy

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

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

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

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

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

We may also offer special discounts to some customer groups.

Paying your premium

Various options are available for paying your premium including:

- annual payment by cheque, credit card or cash
- monthly or annual instalments by direct debit from your credit card or bank, building society or credit union account.

An instalment fee will apply if you choose to pay in monthly instalments by direct debit. A credit card processing fee may also apply on all credit card transactions (annual and instalment payments).

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

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

Paying by instalments

Where you pay your premium by instalments the following will apply:

- We will not pay any claim if at the time the incident giving rise to the claim occurred, at least one instalment of premium remained unpaid for 14 days or more.
- In the event of a claim, any balance of the annual premium will become due before settlement of the claim. Alternatively, it may be deducted from the settlement of your claim.
- If the financial institution holding your account return or dishonour a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs which we incur arising from the payment being returned or dishonoured.

- Where you pay your premium by monthly instalments and we have not received an instalment payment, we will send you a notice in writing regarding your non-payment at least 14 calendar days before any cancellation by us for non-payment.

If after sending the above notice we do not receive the instalment payment, we will send you a second notice in writing, either:

- a. prior to cancellation, informing you that your policy is being cancelled for non-payment; or
- b. within 14 days after cancellation by us, confirming our cancellation of your policy.

Other costs, fees and charges

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

| Costs or Fees | Details |
|-------------------|---|
| Agency Fee | <p>An agency fee of:</p> <ul style="list-style-type: none"> • up to \$71.50 inclusive of GST for home and contents policies; or • up to \$44 inclusive of GST for contents only policies; <p>is payable by you to cover the agent’s administration cost of preparing and distributing your policy. The agency fee is noted on your policy schedule and is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling-off period or is a full term cancellation.</p> |
| Refund of Premium | <p>You may cancel your policy at any time. If you choose to cancel your policy we will retain a portion of premium which relates to the period for which you have been insured. We will refund the residue for the unexpired period less any non-refundable government taxes or charges, provided that no event has occurred where liability arises under the policy.</p> |

| Costs or Fees | Details |
|----------------------------|--|
| Instalment Fee | <p>If you choose to pay your premium in monthly instalments, an instalment fee of \$66 inclusive of GST per annum will apply. This fee will cover the agent's administration costs of processing your instalment plan. The fee will be divided equally and charged across the number of instalments. The instalment fee is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling-off period or is a full term cancellation.</p> |
| Credit Card Processing Fee | <p>A credit card processing fee may apply on all credit card transactions. A surcharge of up to 0.99% inclusive of GST of the total cash amount depending on the type of credit card used may apply. The percentage payable will be shown on the tax invoice. Please refer to your tax invoice. The credit card processing fee is not refundable in the event of cancellation.</p> |
| Commissions | <p>Custom Home Insurance, your broker or insurance intermediary may receive a commission payment from us when your policy is issued and renewed. If you cancel your policy, this commission payment may be non-refundable. For details of the relevant commission paid, please refer to the Financial Services Guide or contact Custom Home Insurance, your broker or insurance intermediary directly.</p> |

Excess

Your policy has a standard excess of \$300 for each claim made under the home, contents or liability sections. You can also choose from the following alternative excesses – \$500 or \$1,000. The excess you have chosen will be shown on your policy schedule. Your premium will be reduced if you choose a higher than standard excess.

Holiday homes insured under our Custom Home Insurance Extra Care PLUS policy have a standard excess of \$500.

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

- \$200 for loss or damage caused by earthquake
- \$2,000 for loss or damage caused by flood.

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

GST Information

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

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

Automatic Indexation

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

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

Significant Risks

Duty of disclosure

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

Under insurance

It is important for you to select a sum insured that fully reflects the current, full replacement value of your property.

Conditions, exclusions and policy limits

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

Failure to pay your insurance premium

For your insurance to remain operational you must pay the insurance premium by the due date. Refer to 'Cancellation' section of the policy.

Terms We Use in this Policy

In this policy some words have special meanings:

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

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

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

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

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

endorsement: our written confirmation of any policy amendments.

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

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

flood: the covering of normally dry land by water that has escaped or been released from the normal confines of:

- any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or
- any reservoir, canal, or dam.

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

landlord's fixtures and fittings: carpets, curtains and internal blinds normally insured as home contents that we have agreed to include under your home sum insured when your home is rented to a tenant on an unfurnished basis.

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

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

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

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

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

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

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

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

rainwater: rain falling naturally from the sky.

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

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

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

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

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

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

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

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

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

we, us, our, the insurer: Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687) (Chubb) who is the insurer/issuer of the policy.

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

General Conditions

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

Your Duty of Care

You must exercise all reasonable precautions:

- for the safety and protection of the insured property
- to prevent personal injury or damage to property
- to maintain your home and contents in good condition
- to maintain the security arrangements as part of our agreement, and
- to obey any laws or regulations that safeguard people or their property.

Policy Matters

Territorial matters

Benefits under each section of this policy are limited as follows:

- Section 1 – Home Insurance - limited to the site
- Section 2 – Home Contents Insurance - limited to the site unless otherwise stated
- Section 3 – Personal Property Insurance - limited to anywhere in Australia or New Zealand and for up to 90 days elsewhere in the world in any period of insurance
- Section 4 – Legal Liability Insurance - anywhere in the world.

Alteration of risk

You must notify us as soon as possible in writing of any change which may affect the state, condition or use of the property insured which increases the risk of loss, damage or liability. Unless and until we agree in writing to cover the alteration of risk and you pay any additional premium required we shall not be liable for the loss, damage or liability caused by or contributed to by such alteration. Where a return premium results from an endorsement, we will refund the amount provided that no event has occurred where liability arises under the policy.

Unoccupancy

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

Transfer of interest

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

Flood waiting period

We will not pay any valid claim for loss or damage arising from flood for the first 30 days from the commencement of this policy or any amended cover subsequently placed. However, we will cover you for claims for loss or damage arising from flood within that period if immediately prior to commencing this policy, another policy covering the same risk expired, without a break in cover.

Cancellation

By you

You may cancel this policy at any time by telling us in writing. We will retain a portion of premium which relates to the period for which you have been insured together with any non-refundable government taxes or charges. We will refund the residue for the unexpired period less any non-refundable government taxes or charges provided that no event has occurred where liability arises under the policy.

By us

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

Instalments

Where you pay your premium by monthly instalments and we have not received an instalment payment, we will send you a notice in writing regarding your non-payment at least 14 calendar days before any cancellation by us for non-payment.

If after sending the above notice we do not receive the instalment payment, we will send you a second notice in writing, either:

- a. prior to cancellation, informing you that your policy is being cancelled for non-payment; or
- b. within 14 days after cancellation by us, confirming our cancellation of your policy.

Other insurance

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

Subrogation

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

Fraud

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

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

Claims Matters

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

- take all reasonable precautions to prevent or minimise further loss, damage or liability
- notify the police immediately if any of your property is lost, stolen, maliciously or intentionally damaged, or such loss is attempted or suspected
- take all reasonable steps to recover lost or stolen property, and assist in apprehending any guilty party
- contact us and provide us with details of what has happened by:
 - phone: 1300 00 2255 – select Option 2
 - email: Aus.Customclaims@Chubb.com
 - post: Chubb Insurance Australia Limited, GPO Box 4065, Sydney NSW 2001, or
 - notifying your insurance intermediary or our authorised representative
- complete and submit a claim form for our consideration with full particulars of your loss including details of any party who may be responsible
- give us the opportunity to inspect any loss or damage before you carry out any repairs
- keep any damaged or recovered stolen property and allow us to inspect it if necessary
- obtain our consent before you authorise or commence repairs or otherwise incur any cost, unless the repair or cost is necessary to protect the insured property from further loss, and
- not admit, deny, or negotiate any claim with any person.

General Exclusions

These General Exclusions apply to all sections of the policy.

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

This policy does not cover the amount of any excess shown in your policy schedule.

This policy does not cover any loss, damage, or liability:

- that is not directly caused by an insured event, or
- occurring outside Australia except as stated under Section 3 – Personal Property Insurance and Section 4 – Legal Liability Insurance.

This policy does not cover loss, damage, destruction or liability directly or indirectly caused by or arising out of:

- intentional actions of you, any person residing with you, or any person acting on your behalf or with your knowledge or consent or who enters your home with your express or implied consent
- any building alteration, addition or repairs to your home where the total retail value of the cost of the works exceeds \$100,000
- gradual deterioration, wear and tear, fading, marking, scratching, denting, chipping or lack of upkeep or maintenance
- inherent defects, faulty workmanship, structural defects, or faulty design
- any pre-existing loss or damage
- any process of cleaning, repairing, altering, restoring, renovating or dyeing
- corrosion, rust, mould, wet or dry rot
- settling, seepage, shrinkage or expansion in buildings, walls, roofs, floors, ceilings, foundations, pavements, roads and the like

- erosion, subsidence, landslide, settling, shrinkage, expansion, undermining, washing away or any other earth movement except when loss or damage is caused by:
 - earthquake
 - storm or rainwater
 - explosion or
 - escape of liquidand occurring within 72 hours after the event
- insects, birds, vermin, termites or moths eating, chewing, clawing, gnawing, pecking, or scratching your home or home contents
- trees or tree roots, the felling or lopping of tree(s) by you or by any person acting on your behalf or with your consent, or the removal of tree(s) or branch(es) from the site
- mechanical or electrical breakdown or malfunction, other than damage caused by fusion or power surge in domestic appliances
- breakage of mirrors, glassware, crystal, crockery, china and similar items while they are being used, cleaned, or carried by hand
- articles or equipment on hire from you or on loan to someone other than a family member
- housebreaking, burglary or theft while the home is insufficiently furnished to be lived in
- action of the sea, high water, storm surge or tsunami
- flood for the following items:
 - retaining walls, garden borders and free standing walls
 - the surface of a tennis court
 - wharf, jetty, pontoon or sea wall
 - swimming pools or spas or their liners or covers
 - the cost of clearing mud or debris out of swimming pools or spas as a result of flood
 - gates, fences or wall fences that were in a state of disrepair before the flood damage occurred.
- loss of use or consequential loss of any kind unless otherwise specified.

This policy does not cover loss, damage, consequential loss, cost or expense, disablement or liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

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

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

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 Chubb, or its parent to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of Australia, the European Union, United Kingdom, or United States of America.

How We Settle Claims

When your home is insured

We will at our option unless limited by this part:

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

Limitations

The following limitations apply:

- the most we will pay for any claim for your home is the sum insured shown on your schedule, except where a benefit is shown as an additional benefit
- we will not pay more than the limits shown for any insured event, additional benefit, or group or class of property
- where we have paid a claim under Section 1 – Home Insurance of your policy, we will not make any additional payments in respect of the same claim under Section 2 – Home Contents Insurance of your policy
- we will, at our option, replace or repair the damaged portions of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the damage occurred, or pay you the cost of such replacement or repair whichever is the less
- we will try to match any material used to repair your home with the original materials. If we cannot, we will use the nearest equivalent available to the original materials. We will not pay any costs for replacing undamaged property.

- where damage results from an escape of liquid from a shower base or shower wall, we will pay the cost of repair to the home building but not the cost of repair or replacement of the shower base or wall, unless there is a leak from a pipe within the wall cavity or under the shower base
- the work of rebuilding or repair must commence within 6 months from the date of loss unless we agree in writing otherwise
- should you prefer dearer materials, larger dimensions or should you not commence with work of rebuilding or repair within 6 months of the date of loss all additional costs will be your own responsibility
- should you prefer not to rebuild we will pay up to the market value of your home.

When your home contents and personal property are insured

We will at our option unless limited by this part:

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

Limitations

The following limitations apply:

- the most we will pay for any claim for your home contents or personal property is the sum insured shown on your schedule, except where a benefit is shown as an additional benefit
- we will not pay more than the limits shown for any insured event, additional benefit, or group or class of property

- where we have paid a claim under Section 2 – Home Contents Insurance of your policy, we will not make any additional payments in respect of the same claim under Section 1 – Home Insurance of your policy
- we will, at our option, replace or repair carpets, curtains, internal blinds or other wall, floor or ceiling coverings only in the room, hall or passage where the damage occurred, or pay you the cost of such replacement or repair whichever is the less
- for an item which is part of a set, replacement or repair is limited to that item lost, stolen or damaged. We will not pay for any special value the item may have as part of a set, or the entire set.

Excess

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

Reinstatement of sum insured after a claim

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

Trade discounts

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

The Insured Events You Are Covered For

You are covered for the following insured events causing loss, damage or destruction to your home or home contents (Section 1 – Home Insurance and Section 2 – Home Contents Insurance), subject to the terms, conditions and exclusions of this policy:

| We will settle losses resulting from: | We will not settle losses relating to: |
|---|---|
| <p>1. Fire</p> | <p>Loss or damage caused:</p> <ul style="list-style-type: none"> • by bushfire or grassfire for the first 72 hours from the commencement of this insurance or any amended cover subsequently placed. However, we will cover you for bushfire and grassfire within that period if immediately prior to commencing this policy, another policy covering the same risk expired, without a break in cover. • to the property immediately affected while undergoing any process involving the application of heat, e.g. scorch marks while ironing. However, this does not apply to any resultant damage to other property covered by this policy. |
| <p>2. Lightning or thunderbolt</p> | |
| <p>3. Explosion</p> | |

| We will settle losses resulting from: | We will not settle losses relating to: |
|--|---|
| <p>4. Earthquake</p> <p>All damage that occurs within a period of 72 hours will be regarded as one event and only one excess applies.</p> | <p>The first \$200 for earthquake damage or the earthquake excess amount shown on your policy schedule, whichever is the greater.</p> |
| <p>5. Impact by any:</p> <ul style="list-style-type: none"> • vehicle, including watercraft • aircraft, spacecraft or space debris, meteorite • falling television or radio antenna, mast or satellite dish • falling tree or part of a tree • an animal • falling power or communications pole, tower or line. | <p>Loss, damage or destruction caused by or resulting from:</p> <ul style="list-style-type: none"> • an animal that is kept at the site • the felling or lopping of tree(s) by you or by any person acting on your behalf or with your consent. |

| We will settle losses resulting from: | We will not settle losses relating to: |
|---|--|
| <p>6. Theft or attempted theft</p> | <p>Loss or damage from theft or attempted theft, burglary or housebreaking or attempts thereat:</p> <ul style="list-style-type: none"> • by you • by a person residing with you at the time of the theft • by a tenant • by a person entering your home with your consent or the consent of someone living in your home of property from any part of your home which is lent, let or sub-let unless entry was forced from outside the home • of property from communal grounds • if your home is not sufficiently furnished to be habitable unless you have notified us beforehand and we agree in writing to cover you of money unless as a result of forcible and violent entry into the home • of home contents in the open air exceeding \$5,000 any one loss • from motor vehicles, watercraft, aircraft, motorcycles, mini-bikes, motor scooters, trailers, caravans or mobile homes exceeding \$5,000 any one loss at the site. |
| <p>7. Riot or civil commotion</p> | |

| We will settle losses resulting from: | We will not settle losses relating to: |
|---------------------------------------|--|
| 8. Malicious damage | Deliberate or intentional acts causing loss or damage: <ul style="list-style-type: none">• by you• by a person residing with you• by a tenant• by a person entering your home with your consent or the consent of someone living in your home• by a person acting with your consent or the consent of someone living in your home. |

| We will settle losses resulting from: | We will not settle losses relating to: |
|---|---|
| <p>9. Storm and/or rainwater including:</p> <ul style="list-style-type: none"> • the escape of rainwater from any water pipe, drain or gutter • surface run-off rainwater from surrounding areas, or • flood. | <p>Loss or damage:</p> <ul style="list-style-type: none"> • to outdoor trees, shrubs or plants • by the action of the sea, high water, storm surge or tsunami • to gates and fences over 20 years old and made of wood or that have wooden posts • from water seeping into or entering your home due to: <ul style="list-style-type: none"> • poor attention to maintenance • building additions and alterations • structural defects, faulty design or faulty workmanship, or • to contents in the open air exceeding \$5,000 any one loss • by flood for the first 30 days from the commencement of this policy or any amended cover subsequently placed. However, this flood waiting period will not apply if you were covered by another policy covering the same risk without a break in cover. (See General Conditions - Flood waiting period.) |

| We will settle losses resulting from: | We will not settle losses relating to: |
|--|---|
| <p>10. Escaping liquids</p> <p>We cover the bursting, leaking, discharging or overflowing of fixed apparatus, fixed tanks or pipes used to carry liquid of any kind.</p> <p>If you have a valid claim we will also pay for the exploratory costs incurred in identifying and locating the source of the escaping liquid and to repair any damage caused in locating the source.</p> | <p>Repairing or replacing the tank, pipe, system or other apparatus which has failed.</p> |

| <p>We will settle losses resulting from:</p> | <p>We will not settle losses relating to:</p> |
|--|--|
| <p>11. Accidental breakage Cover applies when the item is fractured. We will pay for:</p> <p>Section 1 – Home Insurance</p> <ul style="list-style-type: none"> • fixed glass or mirrors forming part of the home, including any window tinting or shatter proofing material attached to the glass • glass in a fixed light fitting and fixed shower bases, wash basins, sinks, toilets, cisterns, baths and spas. <p>Section 2 – Home Contents Insurance</p> <ul style="list-style-type: none"> • fixed glass forming part of the furniture, including glass table tops and wall mirrors • telephone hand sets or wall sets that you own • glassware, crystal, crockery or china, and • if you are a tenant and have insured your contents, glass, fixed shower bases, wash basins, sinks, toilets, cisterns baths and spas owned by the landlord for which you are legally responsible under the terms of your rental agreement. | <p>Applicable to both Section 1 – Home Insurance and Section 2 – Home Contents Insurance, we will not pay for:</p> <ul style="list-style-type: none"> • mobile telephones • glass in radios, televisions and visual display units • glassware, crystal, crockery or china while being used, cleaned or carried by hand • unfixed glass items such as mirrors, clocks, vases, figurines, pictures, and paintings • a fracture which does not extend through the entire thickness of the item or property previously in a damaged or imperfect condition. |

| We will settle losses resulting from: | We will not settle losses relating to: |
|---|--|
| <p>12. Fusion or power surge in domestic appliances and equipment</p> <p>We will pay for:</p> <ul style="list-style-type: none"> • the burn out of electric motors in domestic appliances and equipment and • damage to the windings of electric motors, electrical wiring, electrical and electronic equipment, appliances and apparatus directly caused by a harmful surge of electric current as evidenced from the supply authority. | <ul style="list-style-type: none"> • electric motors more than 15 years old • damage to any mechanical part • tools of trade • loss of use • gradual deterioration, or wear and tear or • any domestic electric motor which is covered by any warranty or guarantee. |
| <p>13. Erosion, subsidence, landslide or earth movement but only if occurring within 72 hours and as a direct result of one of the following insured events:</p> <ul style="list-style-type: none"> • explosion • earthquake • storm and/or rainwater • escaping liquids. | <ul style="list-style-type: none"> • any other type of earth movement • loss or damage caused more than 72 hours after an insured event. |

Section I – Home Insurance

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

What is your home

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

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

What is not your home

Your home does not include:

- if your building is a lot or unit that is part of a strata title development, any part of your building or common property that is insurable by the body corporate

- anything that is covered under 'What are your home contents' section of the policy
- carpets, curtains, internal blinds and light fittings unless the whole of your home is tenanted under a lease or rental agreement on an unfurnished basis
- portable electrical appliances and equipment that are attached to a power supply only
- trees, shrubs or plants in pots or tubs
- grass or lawn
- unpaved paths or unpaved driveways constructed of earth or gravel
- buildings established or used for commercial purposes including a hotel, motel, nursing home or boarding house
- buildings and any part of the site used for commercial farming or hobby farming where the site area exceeds 2 hectares.

We will pay as part of your sum insured

Trees, shrubs and plants

We will pay up to \$1,000 for any one tree, shrub or plant or \$5,000 in total for loss or damage caused by an insured event other than storm and/or rainwater.

Fences, gates and retaining walls

If your fences, gates or retaining walls are constructed of brick, concrete, masonry, stone, metal, timber less than 20 years old, or other material constructed in accordance with manufacturer's specifications, we will pay for loss or damage if it is caused by storm and/or rainwater.

Additional benefits

When you have insured your home we provide the following additional benefits when they relate to a claim we have accepted under Section 1 – Home Insurance for loss, damage or destruction to your home from an insured event.

Emergency accommodation

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

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

Forced evacuation

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

Loss of rent

If your home is occupied by a tenant, we will pay you for the loss of rent while the home is uninhabitable as the result of an insured event.

This benefit is limited to the lesser of 10% of the home sum insured or a 12 month period from the date of the loss. The amount paid may be reduced by savings of your usual outgoings, such as mortgage interest or agent's fees, or if you receive rent from another source.

Landlord's fixtures and fittings

If your home is tenanted under a lease or rental agreement on an unfurnished basis we will pay up to 5% of your home sum insured for loss or damage to carpets, curtains, internal blinds and light fittings.

Building fees and related costs

The reasonable costs of:

- demolition of your building and removal of debris from the site
- architects', engineers' and consultants' fees

- obtaining building approvals and permits from local authorities
- temporary protection of your property

incurred to replace, rebuild or repair your home.

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

Extra costs of reinstatement

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

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

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

Modifications to your home

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

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

Fatality

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

Replacement of locks and keys

We will pay up to \$1,000 to replace the key or remote control device or to rekey, recode or replace the external door or window locks operated by a key or remote control device that

is stolen from your home. We do not pay if you are entitled to replacement of locks and keys from your landlord.

Fire brigade

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

Discharge of mortgage

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

Contracting purchaser

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

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

whichever occurs first.

Legal expenses

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

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

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

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

- any act, omission, fact, event or dispute which occurred prior to the period of insurance and which you knew or

should reasonably to have known was likely to give rise to a claim or legal proceedings against you

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

Tax audit expenses

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

We will not pay for:

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

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

Claim preparation fees

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

Section 2 – Home Contents Insurance

When Home Contents Insurance cover is listed on your schedule, we will pay for the insured events listed in this policy causing loss, damage or destruction to your home contents while at the site, during the period of insurance, subject to the terms, conditions, limitations and exclusions of this policy.

What are your home contents

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

- which you normally keep in a building at the site
- which are in a building at the site because they belong to your guests or visitors (refer to 'Visitors' possessions' section of the policy)
- which are at the site and designed by the manufacturer for use in the open air (refer to 'Contents in the open air at the site' section of the policy)

and are not limited or excluded by this section.

Home contents includes:

- carpets, curtains and internal blinds
- light fittings that are not permanently fixed to the building
- furniture and furnishings that are not built in
- portable domestic appliances that are not built in
- swimming pools, saunas and spas that are not permanently installed
- surfboards, sailboards, surf skis and canoes no more than 4 metres long
- motorised golf buggies, ride-on mowers, garden equipment, wheel chairs and motorcycles up to 125cc engine capacity, none of which require registration.

What are not your contents

Your contents do not include:

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

We will pay as part of your sum insured

The following limitations apply:

| Home Contents | Limitations |
|--|---------------------------------|
| Money | up to \$1,000 for any one loss |
| Home office and surgery equipment including facsimiles, photocopiers, calculators and computers, associated computer equipment and computer software, whether for private use or used for your occupation or business. | up to \$25,000 for any one loss |
| Tools and equipment, other than home office and surgery equipment, used for your occupation or business. | up to \$5,000 for any one loss |

| Home Contents | Limitations |
|---|--|
| <p>Collections of stamps, medals, coins or bullion (which must be properly catalogued).</p> <p>Where you have more than one collection of the same or similar type, whether it is stamps, medals, coins or bullion, the similar collections will be regarded as one collection.</p> | <p>up to \$5,000 for any one collection and in total no more than 25% of the sum insured for your home contents for any one loss</p> |
| <p>Jewellery including set or unset stones, gold and silver objects or furs.</p> | <p>up to \$5,000 for any one article, set or collection and in total no more than 25% of the sum insured for your home contents for any one loss</p> |
| <p>Pictures and works of art, tapestries and rugs.</p> | <p>up to \$25,000 for any one item</p> |
| <p>Accessories and spare parts for motor vehicles, motorcycles, mini-bikes, caravans, trailers, watercraft and aircraft, but not while attached to or contained in motor vehicles, motorcycles, mini-bikes, caravans, trailers, watercraft or aircraft.</p> | <p>up to \$1,000 any one loss</p> |
| <p>Items of special value listed as 'specified contents' in your policy schedule.</p> | <p>sum insured for the 'specified contents' stated in your schedule</p> |

Contents in the open air at the site

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

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

We will pay up to a total of 20% of the home contents sum insured under this benefit.

We will pay up to \$5,000 for loss or damage arising from theft or attempted theft or storm and/or rainwater, refer to 'The Insured Events You Are Covered For' section of the policy.

Additional benefits

When you have insured your home contents we provide the following additional benefits when they relate to a claim we have accepted under Section 2 – Home Contents Insurance for loss, damage or destruction to your home contents from an insured event.

Contents temporarily removed from the site

We cover your home contents while they are temporarily removed from the site but still in Australia for up to 180 consecutive days.

Cover for your home contents is subject to the same limitations as contents at the site unless cover is further limited or excluded below. We will pay up to a total of 25% of the home contents sum insured for contents temporarily removed.

There is no cover for loss, damage or destruction by theft or attempted theft or storm and/or rainwater except while the home contents are:

- deposited in any bank or safe deposit box
- contained, where you or your family are residing, in a residence, boarding house, boarding school, residential club, motel, hotel, nursing home or hospital
- in a secured storeroom on the premises of a sporting club where you or your family are a member.

Refer to 'The Insured Events You Are Covered For' section of the policy.

We do not cover:

- contents away from the site for more than 180 consecutive days
- contents permanently removed from the site other than:
 - contents stored in a bank or safe deposit box

– students personal belongings while away from home attending school, college or university

or as provided under additional benefit 'Change of site'

- contents in the open air or in any trailer, boat, caravan, mobile home, motor vehicle, train, aircraft or tent
- office or surgery equipment, tools or other equipment used in connection with a business, trade or profession
- contents in transit other than as provided under additional benefit 'Contents in transit'
- contents in storage other than as provided under additional benefit 'Contents in storage'.

Change of site

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

Contents in transit

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

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

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

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

We will not cover loss or damage:

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

Contents in storage

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

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

We do not cover:

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

Emergency accommodation

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

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

Forced evacuation

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

Loss of rent

If your home is part of a strata title property and is occupied by a tenant, we will pay you for the loss of rent while the home is uninhabitable as the result of an insured event.

For any one loss this benefit is limited to the lesser of 20% of the home contents sum insured or a 12 month period from the date of the loss. The amount paid may be reduced by savings of your usual outgoings, such as mortgage interest or agent's fees, or if you receive rent from another source.

Modifications to your home

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

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

Fatality

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

Replacement of locks and keys

We will pay up to \$1,000 to replace the key or remote control device or to rekey, recode or replace the external door or window locks operated by a key or remote control device that is stolen from your home. We do not pay if you are entitled to replacement of locks and keys from your landlord.

Security firm attendance

We will pay up to \$1,000 for a security firm to attend your home in response to a monitored alarm system if there is:

- a burglary, or
- an attempted burglary, and

we agree to pay a claim arising from that burglary or attempted burglary.

Spoilage of perishable food

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

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

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

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

Financial transaction cards

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

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

Aggravated theft

We will pay up to \$1,000 in total if you are robbed of your wallet, hand bag or other personal items, anywhere in Australia, as a result of violent physical assault, or threat of violent physical assault.

We will not pay more than \$400 for money. You must promptly report the theft to a police station and provide us a copy of the police report.

Veterinary expenses

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

Visitors' possessions

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

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

Additional costs

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

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

Fire brigade

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

Loss of important documents

If any of your important documents contained in a security vault or in your home are destroyed or damaged by an insured event, we will pay to replace or recreate your documents. We will pay up to \$1,000 for this additional benefit during the period of insurance.

Legal expenses

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

- you advise us of any legal proceedings brought against you
- we are notified of your claim during the period of insurance

- we agree the legal expenses or costs are reasonable, and
- the legal expenses or costs are incurred with our prior written consent.

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

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

- any act, omission, fact, event or dispute which occurred prior to the period of insurance and which you knew or should reasonably to have known was likely to give rise to a claim or legal proceedings against you
- libel, slander or defamation
- death, bodily injury to, or disease of, any person
- the breach or alleged breach of any professional duty, including advice or treatment advice, by you or any person you employ
- criminal proceedings brought against you or any person you employ
- the use, ownership or possession by you or any person you employ of any motor vehicle, boat, vessel, watercraft or aircraft
- any business, profession, trade or occupation carried on by you
- any act or omission that is dishonest, fraudulent, criminal, wilful or malicious
- any award of damages against you
- fines, penalties, liquidated, aggravated, exemplary or punitive damages
- proceedings issued against you by a family member including, but not limited to, spouses or ex-spouses or partners or ex-partners
- divorce, child visitation rights, maintenance, custody or property disputes

- a matter arising out of an incident where insurance covering the liability is required by law and you fail to obtain such insurance
- proceedings issued against you under or relating to any workers compensation or compulsory motor vehicle accident legislation or scheme, third party insurance, or industrial award or agreement
- any claim or legal proceeding which is covered under Section 4 – Legal Liability Insurance of this policy.

Tax audit expenses

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

We will not pay for:

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

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

Claim preparation fees

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

Section 3 – Personal Property Insurance

Your policy schedule indicates whether you have chosen this option.

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

Personal property items are personal effects that are normally worn or carried by you for your own use. This option covers your personal property if it is stolen, damaged or lost anywhere in Australia or New Zealand. It also covers your personal property elsewhere in the world for up to 90 days.

Personal property includes:

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

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

Limitations

Unspecified personal property

Personal property not nominated for specified cover or excluded in this section is insured up to a maximum of \$5,000 for any one item, set or collection and in total for the amount stated in your policy schedule.

Specified personal property

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

Exclusions

The following exclusions apply:

- money
- personal property located in an unlocked motor vehicle
- unset stones, coins or bullion
- tools and equipment used for your occupation or business
- mobile phones used for your occupation or business
- computers, associated computer equipment and computer software used for your occupation or business
- cameras, photographic and video equipment used for your occupation or business
- musical instruments and associated audio equipment used for your occupation or business
- sporting equipment while in use
- cameras, photographic and video equipment while being used under water
- medical, dental, ocular, or aural prostheses of any kind
- parachutes, hang gliders, sail boards or any craft designed for use on or in water or in the air, including motors and any of their spare parts or accessories, and
- motor vehicles, motorcycles, mini-bikes, motor scooters, trailers, caravans, aircraft or watercraft and any of their spare parts or accessories.

Section 4 – Legal Liability Insurance

Words with special meaning

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

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

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

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

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

What we will pay

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

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

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

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

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

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

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

Limitations

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

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

Additional benefits

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

Court attendance costs

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

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

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

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

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

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

Motor vehicle liability

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

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

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

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

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

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

If we agree to indemnify you under this additional benefit, we will pay the reasonable legal costs, charges and expenses incurred by you or on your behalf with our consent in the investigation, settlement or defence of a demand, claim or legal proceeding.

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

We will not pay you:

- if you are insured for motor vehicle liability by any compulsory statutory insurance or accident compensation scheme, or would have been, but for failure to register the vehicle or to apply for cover under the scheme or to comply with a term or condition of the scheme
- if you are insured for motor vehicle liability by any other policy of insurance which specifically covers compulsory third party motor vehicle liability
- if any vehicle is being used for competitive racing or pacemaking.

Committee members

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

We will not pay any claim under this benefit:

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

- that are fines, penalties, liquidated, aggravated, exemplary or punitive damages.

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

Exclusions

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

- any act intentionally committed by you or any person acting with your express or implied consent
- your business, profession or occupation
- the ownership or occupation of buildings or land other than your home and the site specified in the policy schedule
- vibration or interference with support of land, buildings or other property
- any personal injury or damage to property which is attributable to or contributed to by the consumption of illegal drugs of any kind by you or provided or permitted by you
- the transmission or contracting of HIV/AIDS or any HIV/AIDS related disease or illness, any venereal disease or illness, herpes, or any other communicable disease or illness
- the use, ownership, control or operation of any motorised vehicle (except a domestic gardening appliance, wheelchair or golf buggy), caravan, trailer, motorcycles, mini-bikes, motor scooters, aircraft or any landing area for aircraft or watercraft more than 4m long and/or powered by more than a 10 horsepower motor
- any liability caused by or arising directly or indirectly out of or in connection with publication of a libel, utterance of a slander or defamation:
 - first made prior to the period of insurance
 - made by you or on your behalf, with knowledge of its falsity or defamatory character, or
 - in any way related to advertising, broadcasting, publishing or telecasting activities conducted by you

or on your behalf, including, but not limited to, the publication of material on the Internet.

- any liability caused by or arising directly or indirectly out of or in connection with:
 - dishonest, fraudulent, criminal or malicious conduct
 - wilful breach of statute or regulations, or
 - conduct intended to cause personal injury or damage to property (or conduct with reckless disregard for personal injury or damage to property)

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

- the manufacture, storage, filling, breakdown, transport or use of fireworks, ammunition, fuses, cartridges, gunpowder, nitro-glycerine, celluloid, pyroxylin or other explosives
- personal injury or death to you, or any other person(s) living with you, your employee or any other person deemed by law to be employed by you arising out of or in the course of their employment
- loss or damage to property which is in your physical or legal control
- loss or damage to property that is owned by you or any of your employees
- any liability caused by or arising directly or indirectly out of or in connection with the molestation of, or physical or psychological interference with, any person.
- liability assumed by you under any contract, warranty or agreement unless the liability would have been implied by law irrespective of the agreement
- fines, penalties, punitive, liquidated, aggravated or exemplary damages
- a conflict of duty or interest
- any alleged or actual act or omission committed prior to the commencement of the period of insurance
- any loss associated with professional, amateur, or recreational sport

- the characteristics, condition, quality, suitability or effectiveness of any good sold or supplied by you
- your rendering or failure to render professional advice or any persons rendering or failing to render professional advice that you may be held legally liable for
- the ownership or keeping of farm animals
- any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme.

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