

# Elite Care Home and Contents Insurance

## Product Disclosure Statement

1 October 2009



**calliden**  
insurance limited



## **Welcome to the financial security provided by Calliden Insurance Elite Care Home and Contents Insurance.**

This product is issued by Calliden Insurance Limited ABN 47 004 125 268; AFS Licence No. 234438.

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 authorised representatives and agents of Calliden Insurance Limited who act as our agents and do not act as your agent. The product is also distributed by other insurance intermediaries (brokers) who generally do act as your agent when you purchase this product.

We are happy to explain the benefits of this policy. If you require further information please contact us on 1800 805 899.

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## Important Information

### About this Product Disclosure Statement

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

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

This PDS is effective from 1 October 2009.

### Your Records

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

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

## Our Agreement

The agreement between you and Calliden Insurance consists of:

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

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

Our liability is limited to:

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

## Your Cooling-off Period

Please read this PDS and your policy schedule carefully to make sure you understand the cover provided and that it is adequate. You have fourteen (14) days after you receive your schedule to alter your cover should you need to. If, for any reason, you are not completely satisfied with your policy we may agree in writing to alter it to meet your needs. Alternatively, you may cancel your policy within the 14-day period by returning it to us with your written instruction.

If you cancel within the 14-day period the premium you have paid will be refunded provided no event has occurred for which a claim is payable under your policy.

## General Insurance Code of Practice

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

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

## Privacy

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

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

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

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

- online at [www.calliden.com.au](http://www.calliden.com.au)
- by phone 02 9551 1111
- by email to [privacy@calliden.com.au](mailto:privacy@calliden.com.au)
- by letter to Privacy Officer, PO Box 348, Milsons Point NSW 1565.

## Dispute Resolution Process

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

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

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

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

### Contact us

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

### How we resolve complaints

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

### If your complaint is still unresolved

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

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

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

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

## Your Duty of Disclosure

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

### Your duty of disclosure for new policies

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

### Your duty of disclosure for renewals

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

### Who needs to tell us?

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

### What you are not required to disclose

Your duty does not require disclosure of matters that:

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

**If you do not tell us**

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

## Significant Features and Benefits

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

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

Benefits payable under your policy are listed in the relevant section. For your home (Section 1) some benefits are payable within the limit of your sum insured (refer to page 34), while others are payable in addition to your sum insured. Similarly, for your home contents (Section 2) some benefits are payable within the limit of your sum insured (refer to pages 38 to 43), while others are payable in addition to your sum insured. It is important that you select an adequate sum insured in each case.

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

- various discounts – refer 'Costs of Your Policy' on page 12
- a choice of payment methods – refer 'Costs of Your Policy' on page 13, including monthly instalments at no extra cost
- a choice of excesses – refer 'Excess' on page 15
- a 14-day cooling-off period – refer 'Your Cooling-off Period' on page 5
- new for old replacement
- automatic indexation of your home and/or contents sums insured – refer 'Automatic Indexation' on page 16.

## 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 55 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, quarterly or annual instalments by direct debit from your credit card or bank, building society or credit union account.

We do not charge an additional premium if you choose to pay in instalments by direct debit.

### 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:
  - 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
  - if any instalment of premium has remained unpaid for 30 days, the policy will come to an end without notice to you.
- 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 returns or dishonours 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.

### Other costs, fees and charges

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

| Costs or fees          | Details  |
|------------------------|--|
| Refund of Premium      | <p>You may cancel your policy at any time. If you choose to cancel your policy we will retain a portion of premium which relates to the period for which you have been insured. We will refund the residue for the unexpired period, less any non-refundable government taxes or charges, provided that:</p> <ul style="list-style-type: none"> <li>• no event has occurred where liability arises under the Policy and</li> <li>• the residue amount is over \$20.</li> </ul> |
| Monthly Instalment Fee | <p>We do not charge any additional fees or charges if you choose to pay your premium in monthly instalments.</p>   |
| Commissions            | <p>Your broker or insurance intermediary may receive a commission payment from us when your policy is issued and renewed. If you cancel your policy, this commission payment may be non-refundable. For details of the relevant commission paid, please refer to your FSG, SOA or contact your broker or insurance intermediary directly.</p>  |

## Excess

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

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

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

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

## GST Information

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

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

## Automatic Indexation

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

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

## Significant Risks

### Duty of disclosure

You are obliged to provide reliable information and to comply with 'Your Duty of Disclosure' on page 9, which outlines your disclosure obligations and the consequences of not complying with these obligations.

### Under insurance

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

### Conditions, exclusions and policy limits

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

### Failure to pay your insurance premium

For your insurance to remain operational you must pay the insurance premium by the due date. Refer to page 22, Cancellation.

## Terms We Use in this Policy

In this policy some words have special meanings:

**act of terrorism:** includes any act, or preparation in respect of action or threat of action, designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or defacto, 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 inundation of normally dry land by water escaping or released from the normal confines of any natural or artificial watercourse, lake, reservoir, canal or dam.

**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.

**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.

**terrorism:** an act of violence or an act dangerous to human life, tangible or intangible property or infrastructure by any person or persons, whether acting alone or on behalf of any organisation or government, with the effect to influence any government or to put the public or any section of the public in fear.

**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 3 metres in length.

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

**you, your, insured(s):** the person(s) or corporation named in the policy schedule and including your spouse, partner, or other family member 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 page 9.

### Your Duty of Care

You must exercise all reasonable precautions:

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

### Policy Matters

#### Territorial matters

Limitations to benefit under the sections of this policy are:

- Section 1 – Home Insurance, limited to the site
- Section 2 – Home Contents Insurance, limited to the site unless otherwise stated
- Section 3 – Personal Property Insurance, anywhere in the world
- Section 4 – Legal Liability Insurance, anywhere in the world.

#### Alteration of risk

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

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

### Unoccupancy

You must notify us as soon as possible in writing if your home is going to be unoccupied for more than sixty (60) consecutive days. Unless and until we agree in writing to cover the alteration of risk and you pay any additional premium required, cover for any loss or damage to home, home contents or personal property at the site will not apply during the unoccupied time.

### Renewal obligations

Renewal of this policy beyond the period stated in your policy schedule is subject to there having been no change in the risk insured. You are obliged to notify us of any changes or any relevant matters that may have occurred during the prior period of insurance which may affect our willingness to accept your renewal. Please refer to 'Your Duty of Disclosure' on page 9.

### Transfer of interest

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

### Cancellation

#### By you

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

#### By us

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

### Instalments

Where the premium payment for this policy is made by instalments and one such instalment remains outstanding for a period of at least one (1) month, all benefit under the policy is forfeited and the policy shall be regarded as having been cancelled.

### Other insurance

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

### Subrogation

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

### Fraud

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

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

## Claims Matters

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

- take all reasonable precautions to prevent or minimise further loss, damage or liability
- notify the police immediately if any of your property is lost, stolen, maliciously or intentionally damaged, or such loss is attempted or suspected
- take all reasonable steps to recover lost or stolen property, and assist in apprehending any guilty party
- contact us and provide us with details of what has happened by:
  - telephoning 1300 880 037
  - writing to our  
Claims Department  
Calliden Insurance  
Level 13, 50 Queen Street,  
Melbourne VIC 3000, 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 loss, damage, destruction, consequential loss or liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:**

- intentional actions of you, any person residing with you or any person acting 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 \$50,000
- the letting of your home to any tenant
- 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
- 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

- consequential loss of any kind
- 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
- any holiday home or holiday rental property
- loss or damage caused by bushfire or grassfire for the first 72 hours from the commencement of this insurance or any amended cover subsequently placed. However, we will cover you for bushfire and grassfire within that period if immediately prior to commencing this policy, another policy covering the same risk expired, without a break in cover.

**Your 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:**

- any actual or alleged liability whatsoever for any claim or claims in respect of loss or damage, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

**This policy does not apply to:**

- 1) any losses (bodily injury, property damage or any other loss covered by this policy) arising, directly or indirectly, out of, or in any way involving the insured's "internet operations". This exclusion does not apply to bodily injury or property damage arising out of any material which is already in print by a manufacturer in support of its product, including but not limited

to product use and safety instructions or warnings, and which is also reproduced on its site. Coverage does not include bodily injury or property damage arising out of any other advice or information located on the site that is used for the purpose of attracting customers.

- 2) property damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
  - a) the use of any computer hardware or software
  - b) the provision of computer or telecommunications services by or on behalf of the insured
  - c) the use of computer hardware or software by any third party, whether authorised or unauthorised, including any damage caused by any computer virus.

**“Internet Operations” means the following:**

- use of electronic mail systems by the insured’s employees, including part-time and temporary staff, and others within the insured’s organisation
- access through the insured’s network to the world wide web or a public internet site by the insured’s employees, including part-time and temporary staff, and others within the insured’s organisation
- access to the insured’s intranet (meaning internal company information and computing resources) which is made available through the world wide web for the insured’s customers or others outside the insured’s organisation, and
- the operation and maintenance of the insured’s web site.

Nothing in this exclusion shall be construed to extend coverage under this policy to any liability which would not have been covered in the absence of this exclusion.

### Exclusions applicable to home, home contents and personal property

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

- gradual deterioration, wear and tear, fading, marking, scratching, denting, chipping or lack of upkeep or maintenance
- inherent defects, faulty workmanship, structural defects or faulty design
- any pre-existing loss or damage
- any process of cleaning, repairing, altering, restoring, renovating or dyeing
- any process necessarily involving the application of heat
- corrosion, rust, mould, wet or dry rot
- settling, seepage, shrinkage or expansion in buildings, walls, roofs, floors, ceilings, foundations, pavements, roads and the like
- erosion, subsidence, landslide, settling, shrinkage, expansion, undermining, washing away or any other earth movement except when loss or damage is caused by:
  - earthquake
  - storm or rainwater
  - explosion or
  - escape of liquidand occurring within 72 hours after the event
- all animals kept at the site and any birds, insects, vermin, termites or moths including eating, clawing, chewing and pecking

- trees or tree roots, the felling or lopping of tree(s) by you or by any person acting on your behalf or with your consent, or the removal of tree(s) or branch(es) from the site
- mechanical or electrical breakdown or malfunction other than damage caused by fusion or power surge in domestic appliances
- breakage of mirrors, glassware, crystal, crockery, china and similar items of a brittle nature while they are being used, cleaned or carried by hand
- 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.
- articles or equipment on hire from you or on loan to other than a family member
- housebreaking, burglary or theft whilst the home is insufficiently furnished to be lived in
- action of the sea, highwater, storm surge or tsunami.

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

## How We Settle Claims

### Where 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 additional to your sum insured
- we will not pay more than the limits shown for any insured event, additional benefit, or group or class of property
- in respect of floor coverings, including floating timber floors, we will at our option, replace or repair floor coverings only in the room, hall or passage in which the floor covering has been damaged, or pay you the cost of such replacement or repair whichever is the less
- where damage results from escape of liquid from a shower base or shower wall, we will pay the cost of repair to the home building but not the cost of repair or replacement to the shower base or wall unless there is a leak from a pipe within the wall cavity or under the shower base
- we will try to match any materials used to repair your home with the original materials. If we cannot, we will use the nearest equivalent available

- we will not pay any costs for replacing undamaged property
- the work of rebuilding or repair must commence within 6 months from the date of loss unless we agree in writing otherwise
- should you prefer dearer materials, larger dimensions or should you not commence with work of rebuilding or repair within 6 months of the date of loss all additional costs will be your own responsibility
- should you prefer not to rebuild we will pay up to the market value of the home.

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.

## Where your home contents and personal property are insured

We will at our option unless limited by this part:

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

### Limitations

The following limitations apply:

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

- for floor coverings, including floating timber floors, replacement or repair is limited to the room, hall or passageway where the loss or damage occurred, or
- for an item which is part of a set, replacement or repair is limited to that item lost, stolen or damaged. We will not pay for any special value the item may have as part of a set, or the entire set.

## Excess

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

## Reinstatement of sum insured after a claim

We will reinstate the sums insured for your home or home contents 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 and an additional premium may be required to reinstate cover. Your liability cover will continue for the period of insurance even if there has been a total loss of the building or contents sum insured.

## 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.

## Appliances

We will at our option pay the full cost of replacement or repairing damage where the motor of an appliance is less than ten (10) years old. For each additional year we apply depreciation at the rate of twenty percent (20%) to a maximum of eighty percent (80%). We do not reduce labour costs.

## Section 1 – Home Insurance

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

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

Home: is the house used by you primarily as your place of residence together with outbuildings and permanent structural improvements at the site used for domestic purposes and not limited or excluded by this section.

### Limitations

The following limitations apply:

- exploratory costs incurred (subject to there being claimable damage) in locating the source of a leak up to \$2,000 any one loss
- trees, shrubs or plants up to \$500 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.

### Exclusions

The following exclusions apply:

- floor coverings, including floating timber floors, curtains and internal blinds
- watercraft, aircraft, motor vehicles, mobile homes, caravans, trailers, motorcycles or motor scooters
- trees, shrubs or plants in pots or tubs
- grass or lawn
- structures established or used for commercial purposes including a hotel, motel, nursing home or boarding house

- any part of the site used for commercial farming including agricultural fencing, sheds, tanks and stables
- structures established or used for hobby farming where the total farm site area exceeds two hectares including agricultural fencing, sheds, tanks and stables, and
- glass in any conservatory or glasshouse.

## We will pay as part of your sum insured

### Building fees and related costs

The reasonable cost of:

- demolition and removal of debris from the site
- architects', engineers' and consultants' fees
- obtaining building approvals and permits from local authorities
- any extra costs to meet the changed requirements of local or statutory authorities and
- temporary protection of your property, necessarily and reasonably incurred to replace, rebuild or repair your home following accidental loss or damage.

### Replacement of locks and keys

Up to \$1,000 for the re-keying or replacement of the external home locks operated by a key which is stolen.

### Damage to fixed domestic appliances and equipment

The cost of replacement or repairing damage to domestic appliances or equipment caused by the burning out of the motor or its windings by electric current or damage to wiring, electrical or electronic equipment directly caused by a harmful surge of current as evidenced by the supply authority and not excluded in this section or limited in the Appliances clause on page 32.

### Exclusions

The following exclusions apply:

- any domestic electrical motor which is covered by any warranty or guarantee
- damage to any mechanical part
- tools and equipment used for your occupation or business
- lighting or heating elements, fuses or protective devices, or electrical contacts at which sparking or arcing occurs in ordinary use.

## Benefits additional to your sum insured

We will pay over and above your sum insured:

### Emergency accommodation

The reasonable cost incurred, with our agreement, for comparable temporary accommodation should your home become uninhabitable as a result of accidental loss or damage.

For any one loss this benefit is limited to the lesser of ten percent (10%) of the home sum insured or a 12 month period from the date of loss. The amount paid may be reduced by savings of your usual outgoings, such as mortgage, interest or the like.

### Modifications to your home

For costs incurred in modifying your home or relocating you to a suitable home following an insured event occurring at the site, and resulting in total paralysis of:

- both of your legs and arms or
- both of your legs and part of your lower body.

This benefit is payable after paralysis has continued for 12 consecutive months and is considered to be permanent. For any one period of cover this benefit is limited to \$15,000.

### Discharge of mortgage

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

## Section 2 – Home Contents Insurance

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

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

Home contents: are the goods owned by you or for which you are legally responsible including fixtures and fittings installed for your use in premises that you lease or occupy as owner:

- which you normally keep in a building at the site
- which are in a building at the site because they belong to your guests or visitors refer to page 42
- which are designed by the manufacturer for use in the open air refer to page 40

and are not limited or excluded by this section.

### Limitations

The following limitations apply:

- money, money orders, negotiable instruments, bonds or stamps up to \$1,000 for any one loss
- home office equipment including facsimiles, photocopiers, calculators and computers, associated computer equipment and computer software, whether used for private use or for your occupation or business up to \$15,000 for any one loss
- tools and equipment used for your occupation or business up to \$5,000 for any one loss
- jewellery including set or unset stones, gold and silver objects or furs up to \$2,500 for any one article and in total no more than 25% of the sum insured for your home contents for any one loss

- collections of stamps, medals, coins or bullion (which must be properly catalogued) 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. Where you have more than one collection of the same or similar type, whether it be stamps, medals, coins or bullion, the similar collections will be regarded as one collection
- antique items (excluding furniture), curios, pictures and works of art, tapestries and rugs up to \$10,000 for any one item
- specified contents listed in your policy schedule which we have agreed to cover individually
- accessories and spare parts for motor vehicles, motor cycles, motor scooters, mini bikes, caravans, trailers, watercraft and aircraft, but not whilst attached to or contained in motor vehicles, motor cycles, motor scooters, mini bikes, caravans, trailers, watercraft or aircraft, up to \$1,000 any one loss.

## Exclusions

The following exclusions apply:

- personal property separately insured under Personal Property Insurance
- business books, stationery, cash takings, commercial equipment, stock or plant
- fish, birds, animals of any kind
- trees, shrubs and plants
- grass or lawns
- sporting equipment whilst in use or play, and
- motor vehicles, motor cycles, motor scooters, mini-bikes, trailers, caravans, aircraft or watercraft.

## We will pay as part of your sum insured

### Contents temporarily removed from the site

We cover your home contents while they are temporarily removed from the site but still within Australia or New Zealand for up to ninety (90) consecutive days, or anywhere in the world for up to thirty (30) 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 20% of the sum insured for contents temporarily removed.

### Limitations

The following limitations apply:

- bicycles up to \$2,000 for any one loss or series of losses in each period of cover
- jewellery, gold and silver objects, furs, watches, collections of any kind, sporting equipment, binoculars, cameras, photographic and video equipment, musical instruments and associated audio equipment, mobile telephones, computers, associated computer equipment and computer software, personal portable electronic appliances, clothing, apparel and accessories or other personal effects up to the item limits for any one article, set or collection and in total no more than \$10,000 for any one loss or series of losses in each period of cover
- accessories and spare parts for motor vehicles, motor cycles, motor scooters, mini bikes, caravans, trailers, watercraft and aircraft, but not whilst attached to or contained in motor vehicles, motor cycles, motor scooters, mini bikes, caravans, trailers, watercraft and aircraft, up to \$1,000 any one loss
- for other contents no more than twenty percent (20%) in total of the home contents sum insured.

## Exclusions

The following exclusions apply:

- mobile telephones used for your occupation or business
- motor vehicles, motor cycles, motor scooters, mini-bikes, trailers, caravans, aircraft or watercraft
- computers, associated computer equipment and computer software used for your occupation or business
- cameras, photographic or video equipment used for your occupation or business
- musical instruments and associated audio equipment used for your occupation or business
- tools and equipment used for your occupation or business
- contents in transit to or from commercial storage
- contents in commercial storage without our prior written consent
- money, money orders, negotiable instruments, bonds, or stamps
- contents in an unlocked motor vehicle
- unset stones, coin or bullion
- cameras, photographic and video equipment whilst being used underwater
- medical, dental, ocular, or aural prostheses of any kind
- jewellery, money, gold or silver objects, money orders or other negotiable instruments whilst in commercial storage
- sporting equipment whilst in use or play
- parachutes, hang gliders or any craft designed for use on or in the air, including motors and any of their accessories or spare parts
- contents in transit during a permanent removal or which have been permanently removed from the site

- contents removed to an unoccupied holiday home or shack
- contents away from the site for more than ninety (90) consecutive days, and
- contents outside Australia or New Zealand for more than thirty (30) consecutive days.

### Contents in the open air

We cover your home contents for loss or damage while they are in the open air at the site and not limited or excluded by this benefit.

### Limitations

The following limitations apply:

- for contents other than those designed by their manufacturer for use in the open air which are damaged by rain, wind, hail or snow we pay up to \$2,000 any one item
- for theft or attempted theft we pay up to \$2,000 for any one item, and
- we pay in total no more than 20% of the contents sum insured for any one loss or series of losses in each period of cover.

### Exclusions

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

### 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 thirty (30) days during the period of insurance. We will not pay more than the sum insured shown on the schedule for any claim or series of claims within that 30-day period. You must tell us that you will be moving your contents to the new site within thirty (30) days of commencing to move. We do not cover your contents while they are being moved.

### Damage to domestic appliances and equipment

The cost of replacement or repairing damage to domestic appliances or equipment caused by the burning out of the motor or its windings by electric current or damage to wiring, electrical or electronic equipment directly caused by a harmful surge of current as evidenced by the supply authority and not excluded by this benefit or limited in the Appliances clause on page 32.

### Exclusions

The following exclusions apply:

- any domestic electrical motor which is covered by any warranty or guarantee
- damage to any mechanical part
- tools and equipment used for your occupation or business, and
- lighting or heating elements, fuses or protective devices, or electrical contacts at which sparking or arcing occurs in ordinary use.

### Spoilage of perishable food

For damage or deterioration of frozen or refrigerated food to the extent that it is unfit to be eaten we pay up to a maximum of \$1,000 in any one period of cover caused by:

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

and not excluded by this benefit.

### Exclusions

Any damage or deterioration arising out of:

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

### 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 necessarily and reasonably incurred to protect your home contents from further loss or damage following a claim.

### Credit cards

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

### Exclusion

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

### Replacement of locks and keys

We pay up to \$1,000 for the re-keying of the external home locks operated by a key which is stolen unless excluded by this benefit.

### Exclusion

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

### Visitors' possessions

For any loss or damage to the property of any visitors staying with you for less than thirty (30) consecutive days we pay up to \$5,000 for any one loss or series of losses in any one period of cover not excluded by this benefit.

### Exclusions

The following exclusions apply:

- property otherwise insured
- money, money orders, negotiable instruments, bonds or stamps

- mobile phones
- bicycles, and
- tools and equipment used for any occupation or business.

## Benefits additional to your sum insured

We will pay over and above your sum insured:

### Fatality

Should a person insured by this policy die within ninety (90) days of first sustaining injury as a direct result of fire or by physical violence by intruders to your home we will pay to your legal personal representative \$15,000. Cover under this benefit is limited to \$15,000 in total in any period of insurance.

### Emergency accommodation (Tenants and strata title owners only)

We pay the reasonable cost incurred, with our agreement, for comparable temporary accommodation should your home become uninhabitable as a result of accidental loss or damage.

For any one loss this benefit is limited to the lesser of twenty percent (20%) of the home contents sum insured or a period of twelve (12) months from the date of loss. The amount paid may be reduced by savings of your usual outgoings, such as mortgage, interest, rental payments, or the like.

### Veterinary expenses

Up to \$500 during any one 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.

### Security attendance costs

We 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 for that burglary or attempted burglary.

## Section 3 – Personal Property Insurance

Your policy schedule indicates whether you have chosen this option.

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

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

Personal property includes:

- clothing and apparel
- accessories
- watches and jewellery
- cameras, photographic and video equipment
- musical instruments and associated audio equipment
- spectacles and sunglasses
- sporting equipment – whilst not in use
- bicycles – whilst not in use
- tools and equipment – whilst 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 the limits selected by you and shown in your policy schedule in respect of any one article, set or collection and in the aggregate for any period of insurance.

### 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 nominated for cover.

## Exclusions

The following exclusions apply:

- money, money orders, negotiable instruments, bonds, or stamps
- 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 whilst in use
- cameras, photographic and video equipment whilst being used underwater
- 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, motor cycles, motor scooters, mini-bikes, trailers, caravans, aircraft or watercraft and any of their spare parts or accessories.

## Section 4 – Legal Liability Insurance

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

- death or bodily injury or illness to any person
- loss of or damage to property

resulting from an occurrence during the period of cover anywhere in the world not limited or excluded by this section.

Note, an occurrence is an accident which may include continuous or repeated exposure to substantially the same general conditions. It is all bodily injury or damage to property arising from one original source or cause.

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 following limitations apply:

- if your home is insured with us the cover we provide is confined to your legal liability as the owner of your home and the site
- if your home contents are insured with us the cover we provide is for your legal liability as occupiers of your home and the site and for any personal legal liability occurring anywhere in the world
- the most that 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.

## Exclusions

We will not pay 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 bodily injury or damage to property which is attributable to or contributed to by the consumption of illegal drugs of any kind by you or provided or permitted by you
- the transmission or contracting of AIDS or any AIDS related disease or illness, any venereal disease or illness, herpes, or any other communicable disease or illness

- the use of any motorised vehicle (except a domestic gardening appliance, wheelchair or golf buggy), caravan, trailer, motor cycle, motor scooters, watercraft, aircraft or any landing area for aircraft
- defamation (libel or slander)
- the manufacture, storage, filling, breakdown, transport or use of fireworks, ammunition, fuses, cartridges, gunpowder, nitro-glycerine, celluloid, pyroxylin or other explosives
- bodily injury or death to you, any other person 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
- liability assumed under any contract, warranty or agreement unless the liability would have existed irrespective of the agreement
- fines, penalties, punitive, aggravated or exemplary damages
- the ownership or keeping of farm animals on the site if the total site area exceeds 2 hectares, and
- the keeping or ownership of farm animals normally kept at any location other than the site.



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