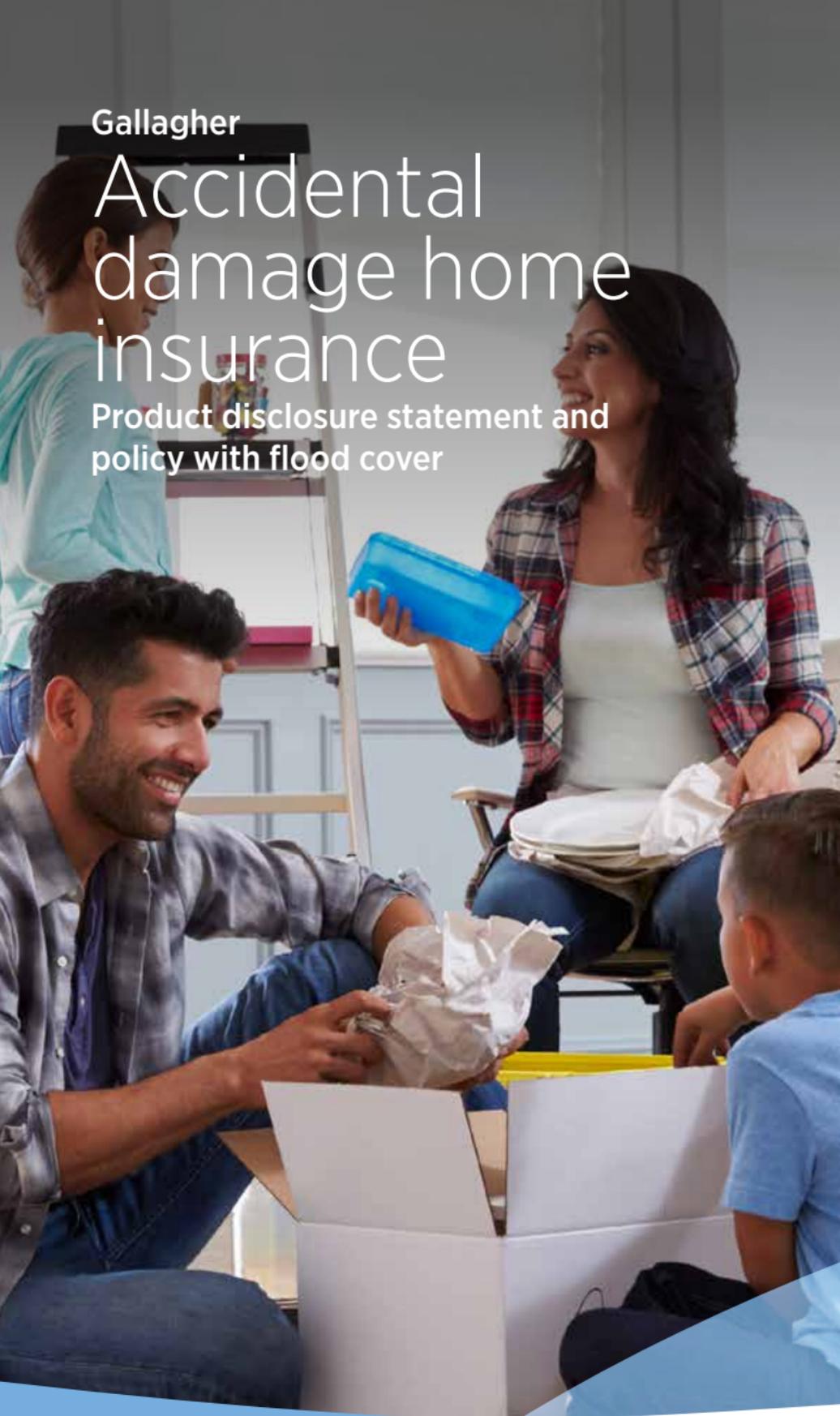


Gallagher

# Accidental damage home insurance

Product disclosure statement and  
policy with flood cover



**Gallagher**

Insurance | Risk Management | Consulting

This Product Disclosure Statement (PDS) has been designed to help you get the most out of your policy.

Use the contents pages and topic index to help find what you are looking for. Important tasks such as taking out insurance or making a claim are explained in easy to follow steps. And we have included a glossary of words with a special meaning.

When you take out an insurance policy with us, the cover we agree to provide you is set out in your current schedule, and described in this PDS, as well as any Supplementary PDS we may issue. Together, they make up the terms and conditions of your insurance contract with us. Read them carefully and store them together in a safe place.

If you need more information about this PDS, please contact us or your insurance adviser.

# Contents

<b>About This Insurance</b>	<b>1</b>
Accidental Damage Home Insurance	1
About Insurance Australia Limited trading as CGU Insurance	1
Insurer	1
How to contact us	2
About Gallagher	2
<b>What This Policy Covers</b>	<b>3</b>
Buildings we will cover	3
What we will pay for buildings	4
Contents we will cover	4
What we will pay for contents	6
Where your contents are covered	8
<b>Accidental Damage Cover</b>	<b>9</b>
<b>Incident Cover Provided Under Specific Conditions</b>	<b>9</b>
Burning out of an electric motor	9
Fire or explosion	9
Landslide or subsidence	10
Storm, flood, rainwater or wind	10
Theft or attempted theft	11
Water or liquid damage	11
<b>Additional Cover Included In This Insurance</b>	<b>12</b>
Accounting fees for a tax audit	12
Alternative accommodation	13
Certificate of Title	13
Contents in a commercial storage facility	14
Contents in transit	14
Credit card and transaction card misuse	14
Death or Permanent Total Disablement	15

Debris removal and demolishing	15
Document damage	16
Employees' belongings	16
Environmental benefits	16
Fire Brigade Expenses	17
Forced evacuation by Government Authority	17
Frozen food	18
Guests' or visitors' belongings	18
Identity Fraud	18
Legal costs in Australia	19
Modifications to your buildings	20
Mortgagee discharge costs	21
Rebuilding fees	21
Removal and disposal of fallen trees and tree stumps	21
Replacing keys and repairs to, and re-coding of locks and barrels	22
Sale of your home	22
Security firm to monitor your home	22
Statutory Cost	23
Storage costs	23
Sum insured	23
Temporary Protection Expenses	24
Trees, plants, shrubs and lawns replacement	24
Veterinary expenses	24
<b>Liability Cover Included In This Insurance</b>	<b>25</b>
Liability cover – general	25
Liability cover – Expenses incurred in attending court	26
Liability cover – when your buildings are a total loss	27
Liability cover – for committee members	27
<b>Optional Cover You Can Add To Your Policy</b>	<b>28</b>
Domestic workers' compensation	28
Other valuables	28
Special valuables	30
Strata Title Mortgagee Protection	30

<b>Exclusions To Your Cover</b>	<b>31</b>
<b>Your Responsibilities To Us</b>	<b>35</b>
Your responsibilities when you are insured with us	35
Your responsibilities when you are making a claim	36
If you do not meet your responsibilities	36
<b>Our Commitment To You</b>	<b>37</b>
The General Insurance Code of Practice	37
Our guarantee	37
How CGU protects your privacy	38
<b>How To Take Out Insurance</b>	<b>39</b>
How to apply for insurance	39
How to renew your insurance	39
How to cancel your policy	40
How to change your policy	40
If you move to a new home	41
Your premium	41
Your excess	42
<b>How To Make A Claim</b>	<b>43</b>
How we settle a buildings claim	44
How we settle a contents or valuable items claim	47
Claim payment examples	49
<b>How To Resolve A Complaint Or Dispute</b>	<b>51</b>
<b>Financial Claims Scheme</b>	<b>51</b>
<b>Glossary</b>	<b>52</b>



# About This Insurance

## Accidental Damage Home Insurance

Accidental Damage Home Insurance covers your buildings or contents for any accidental loss or damage.

We also provide cover under specific conditions for a range of incidents and additional covers, and your legal liability.

You can choose to take out a buildings policy, a contents policy, or a combined buildings and contents policy.

You can also add options to your policy for domestic workers' compensation, strata title mortgagee protection, or to extend your valuables cover.

Your buildings or contents will be covered up to the sum insured, as listed on your current schedule.

To find out **What This Policy Covers**, see next page  
For **Exclusions To Your Cover**, see pages **31–34** ►

## About Insurance Australia Limited trading as CGU Insurance

CGU is one of Australia's largest intermediary-based general insurers, offering a comprehensive range of commercial, rural and personal insurance products. Today, CGU is proud to be part of Australasia's leading general insurance group, Insurance Australia Group.

### Insurer

The policy is underwritten by Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance.

## How to contact us

You may contact us by any of the following ways:

- In person at any CGU Insurance office.
- By telephone on 13 24 81 (13CGU1).
- By writing to us at CGU Insurance, GPO Box 9902 in your capital city.
- By email on our website [www.cgu.com.au](http://www.cgu.com.au).

## About Gallagher

Gallagher is one of Australia's – and the world's – largest insurance broking and risk management companies. We are the broker of choice for more than 100,000 Australian businesses, from micro-SMEs through to multinational corporations and iconic brands. Through our network of regional and metropolitan branches across Australia we understand local business communities because we are part of them ourselves. Globally, the Gallagher network of 600+ offices in more than 30 countries enables us to leverage relationships with international insurance partners to create programs that suit your personal or business insurance needs.

Gallagher is committed to ethical business practice and has been recognised as one of the World's Most Ethical companies by the international Ethisphere Institute.

Gallagher does not act as the agent of the insurer and does not issue, guarantee or underwrite this policy.

Gallagher is an insurance broking and risk management organisation, which in Australia includes Arthur J. Gallagher & Co (Aus) Limited, ABN 34 005 543 920, AFSL No. 238312.

# What This Policy Covers

## Buildings we will cover

We will cover residential buildings, their fixtures and fittings and any structural improvements at your home.

### **Buildings include:**

- residential buildings that you live in, including any professional offices or surgeries in those buildings
- domestic outbuildings
- fixed coverings to walls, floors and ceilings:
  - these do not include fixed carpets, curtains or internal blinds.
- infrastructure for services, including infrastructure for the supply of electricity, gas, water, internet and telephone
- items built in, fixed to, or on the buildings
- blinds or awnings on the outside of the buildings
- inbuilt swimming pools and spas
- boat jetties or pontoons that you are legally responsible for
- fences and gates (limits may apply).
- unfixed building material intended to be used for repairs, alterations or additions to your building at the situation, up to \$1,000 (inclusive of GST) per claim.

### **Buildings do not include:**

- buildings that a tenant is liable for under the terms of a rental agreement
- plants, shrubs, trees, lawns or grass except as provided for under 'Additional cover included in this insurance'
- loose or compacted soil, gravel, pebbles, rocks or sand
- dams.

For **Trees, plants and shrubs replacement**, see page 24 ►

# What we will pay for buildings

We will cover your buildings up to the sum insured, as listed on your schedule.

## Contents we will cover

We will cover household goods or personal effects not fixed or fitted to buildings that you own or are legally responsible for.

### Contents include:

- accessories and spare parts for motor vehicles, motorcycles, mini bikes, caravans, trailers and watercraft, that are not in, or on them
- items thinly covered with gold or silver that are not jewellery or watches
- carpets, curtains or internal blinds
- film, slides and prints, **however:**
  - we will only pay the value of these items as unprocessed material, and the cost of processing them
  - if you purchased them already processed we will only pay their replacement value
  - we will not pay the costs of recreating any event.
- tapes, cassettes, cartridges and discs, **however:**
  - we will only pay the value of these items when blank unless they were pre-recorded when you purchased them.
- computer software
- media purchased online, e.g. music, software, and videos
- data stored on any computer, computer disk or computer tape (including the cost of restoring data).
- landlords' fixtures and fittings that you are liable for under the terms of a rental agreement, **unless:**
  - the body corporate or similar body has insured them.
- fixtures and fittings that you have installed for your own use if you are a tenant, or the owner of a strata title unit, **unless:**
  - the body corporate or similar body has insured them.

- goods you use to earn an income at your home, **however:**
  - goods do not include office and surgery equipment.
- office and surgery equipment that you use to earn an income at your home
- unregistered motorised golf buggies, ride-on mowers and wheelchairs
- unregistered motorcycles or mini-bikes up to 125cc that do not require registration by law, **unless:**
  - they are being used for racing or pacemaking.
- money and negotiable documents
- watercraft less than 4 metres long that is not powered by a motor, or is powered by a motor less than 10hp
- special contents which are listed on your schedule

### **Valuable items included in contents:**

- valuable items as listed below:
  - jewellery and watches
  - items that contain gold or silver (this does not include items thinly covered with gold or silver)
  - collections of stamps, money or medals
  - battery-powered items as listed below:
    - audio visual equipment
    - camera equipment, including accessories and unprocessed film, **unless** they are being used underwater, or to earn your income
    - electronic diaries
    - GPS
    - mobile or portable phones
    - portable computers.
  - sporting equipment, unless it is being used.

You can increase the level of cover for valuable items by choosing the Other Valuables or Special Valuables option.

For a description of the **Other valuables** and **Special valuables** options, see pages **28-30** ►

## Contents do not include:

- unset precious/semi-precious stones
- plants and trees growing outdoors, **unless:**
  - they are growing in pots or tubs.
- animals, including birds and fish
- pedal cycles while they are used for racing or pacemaking
- motor vehicles, caravans, trailers or aircraft other than model or toy aircraft
- registered motorcycles or mini-bikes
- unregistered motorcycles or mini-bikes over 125cc
- watercraft more than 4 metres long
- watercraft less than 4 metres long that is powered by a motor of more than 10hp
- jet skis.

## What we will pay for contents

There are some contents items that we will only cover up to set maximum amounts when you make a claim. These amounts are listed below and are included in your contents sum insured.

the most we will pay	
<b>Contents</b>	up to the contents sum insured as listed on your schedule (inclusive of GST) in total
<b>Office and surgery equipment – includes all battery-powered items</b>	\$10,000 (inclusive of GST) in total
<b>Goods you use for earning your income in your buildings</b>	\$5,000 (inclusive of GST) in total
<b>Money and negotiable documents</b>	\$1,250 (inclusive of GST) in total
<b>Watercraft less than 4 metres long that is not powered by a motor, or is powered by a motor less than 10hp</b>	\$5,000 (inclusive of GST) in total

the most we will pay	
Accessories and spare parts for motor vehicles, motorcycles, mini-bikes, caravans, trailers and watercraft but only whilst not attached to the motor vehicles, motorcycles, mini-bikes, caravans, trailers or watercraft, that are at the site and not in the open air	\$2,500 (inclusive of GST) in total
Data stored on any computer, computer disk or computer tape (including the cost of restoring data).	\$2,000 (inclusive of GST) in total.
<b>Valuable items included in contents</b>	up to 25% of the contents sum insured as listed on your schedule, or up to \$10,000 (inclusive of GST), whichever is higher – this amount is included in your contents sum insured
<b>Any one item, pair, set, collection or system of valuables</b>	\$10,000 (inclusive of GST) per item, pair, set, collection or system

## Nominating the amount we will pay for contents

When you take out a contents policy, you must nominate the replacement value of your contents at today's prices. This is called your 'sum insured' and is listed on your schedule.

## Increasing the amount we will pay for valuables

You can increase the total amount we will pay for your valuables by adding the other valuables option to your policy. This amount is in addition to your contents sum insured.

You can increase the maximum amount we will pay for an individual valuable item by adding the special valuables option to your policy. This amount is in addition to your contents sum insured.

For a description of the **Other valuables** and **Special valuables** options, see pages 28-30 ►

# Where your contents are covered

Your contents are covered at your home. Your contents are also covered away from your home, anywhere in Australia and New Zealand whilst temporarily removed or in the rest of the world for up to 90 consecutive days.

## Contents – at your home

We will cover your contents at your home for loss or damage as a result of an incident we have agreed to cover.

## Contents – away from your home

We will cover your contents away from your home, anywhere in Australia and New Zealand whilst temporarily removed or in the rest of the world for up to 90 consecutive days, for loss or damage as a result of an incident we have agreed to cover.

We will not cover:

- accessories and spare parts for motor vehicles, motorcycles, mini-bikes, caravans, trailers and watercraft
- goods you use for earning an income,
- office and surgery equipment you use for earning your income

while they are away from your home.

We will not cover your contents if they:

- have been away from your home for more than 90 consecutive days, **unless the contents are:**
  - sporting equipment stored within a club room
  - stored in a bank safe deposit box
  - personal belongings including sporting equipment whilst you are away from home attending school, college or university.
- have been removed permanently from your home by you, **unless:**
  - we have agreed to cover them.
- are on the way to, or from, or are in a commercial storage facility, or in transit during a permanent removal, **unless:**
  - we have agreed to cover them under 'Contents in transit' or 'Contents in a commercial storage facility'.

For **Contents in a commercial storage facility**, and **Contents in transit**, see page 14 ►

# Accidental Damage Cover

We will cover your buildings or contents for any accidental loss or damage.

There are also a number of incidents we will cover under specific conditions – these are listed on the following pages.

If you make a claim, you will need to pay any excesses that apply – you will only need to pay this amount once.

Any cover we provide is subject to exclusions.

For **Exclusions To Your Cover**, see pages 31–34 ►

## Incident Cover Provided Under Specific Conditions

### Burning out of an electric motor

We will cover the cost to repair or replace your electric motor if it burns out or fuses.

We will only do this if your electric motor is 15 years old or less.

### Fire or explosion

We will cover your buildings or contents for loss or damage as a result of a fire or an explosion.

We will not cover loss or damage caused by a bushfire or grassfire within 48 hours of the start date of your policy, **unless:**

- you took out your insurance with us immediately after another insurance policy covering the same buildings or contents expired, without a break in cover
- you took out your insurance with us immediately after the risk passed to you as purchaser of your buildings
- you took out your insurance with us immediately after you signed a lease contract for your buildings.

## Landslide or subsidence

We will cover your buildings or contents for loss or damage as a result of a landslide or subsidence.

We will only do this if the loss or damage occurs within 72 hours of:

- an earthquake or explosion
- a storm or flood, including rainwater or wind, **or**
- liquid escaping from a fixed pipe, or an object attached to a pipe, fixed gutter, fixed tank or a drain.

## Storm, flood, rainwater or wind

We will cover your buildings or contents for loss or damage as a result of storm, flood, rainwater or wind.

We will not cover loss or damage as a result of flood within 14 days (336 hours) of the start date of this policy, **unless:**

- you took out your insurance with us immediately after another insurance policy covering flood and insuring the same building or contents expired, without a break in cover.

We will not cover loss or damage caused by a named cyclone within 48 hours of the start date of your policy, **unless:**

- you took out your insurance with us immediately after another insurance policy covering the same buildings or contents expired, without a break in cover
- you took out your insurance with us immediately after the risk passed to you as purchaser of your buildings
- you took out your insurance with us immediately after you signed a lease contract for your buildings.

We will not cover:

- water entering your buildings:
  - through an opening made for any building, renovation or repair work
  - because of a structural defect, faulty design or faulty workmanship when your buildings were constructed.
- loss or damage by flood to:
  - gates or fences if they are not well maintained and are not in good order and repair
  - jetties, wharves, bridges or pontoons

- retaining walls
- swimming pool and spa covers, their liners or their solar domes

## Theft or attempted theft

We will cover your buildings or contents for loss or damage as a result of theft or attempted theft.

We will not cover your buildings or contents for loss or damage as a result of:

- theft from any part of the buildings which you share with another person who is not insured under this policy
- theft by a tenant.

The theft or attempted theft must be reported to the Police.

See also **Replacing keys and repairs to, and re-coding of locks and barrels**, page 22 ►

## Water or liquid damage

We will cover your buildings or contents for loss or damage caused by water or liquid. We will also cover the cost of finding where the water or liquid escaped from, including the cost of repairing any damage that occurs while looking for the cause.

We will not cover your buildings or contents for loss or damage caused by:

- landslide or subsidence, **unless:**
  - we agree to cover the incident as described under ‘Landslide or subsidence’.
- water entering your buildings:
  - through an opening made for any building, renovation or repair work
  - because of a structural defect, faulty design or faulty workmanship when your buildings were constructed.

We will not cover the cost of repairing the item that caused the escape of water or liquid. Or the cost of fixing or finding leaks that have not caused loss or damage to your buildings or contents.

For **Landslide or subsidence**, see page 10 ◀

# Additional Cover Included In This Insurance

Your insurance includes a range of covers we refer to as 'additional cover'. These covers are listed on the following pages. The additional cover we provide depends on whether you have a buildings policy, contents policy or a combined buildings and contents policy.

The amount we will pay for these covers is in addition to the sum insured, as listed on your schedule.

If you make a claim for an additional cover, you will not need to pay an excess.

Any cover we provide is subject to exclusions.

For **Exclusions To Your Cover**, see pages **31–34** ►

## Accounting fees for a tax audit

### CONTENTS

If your personal financial affairs are audited by the Federal Commissioner of Taxation, we will cover any accountant's fees that you must pay as a result, up to \$5,000 (inclusive of GST) during your period of insurance.

You must advise us of any such audit.

We will not cover claims for:

- any audit that relates to a criminal prosecution
- fees where the final assessment of your taxable income for the period being audited is 20 per cent higher than your original declaration
- fees for work performed outside the time limits allowed by the Federal Commissioner of Taxation
- any fines, penalties or adjustments of taxation.

# Alternative accommodation

## BUILDINGS

### CONTENTS

If your buildings or contents suffer loss or damage and you are unable to live in your home as a result, we will cover the costs of alternative accommodation for up to 12 months.

The loss or damage must occur as a result of an incident we have agreed to cover.

If you have buildings insurance we will:

- pay an amount that is equal to the weekly rental value of your buildings before the incident occurred
- pay the reasonable costs of alternative accommodation for your pets.

The most we will pay is up to 20 per cent of the buildings sum insured, as listed on your schedule.

We will not cover this, or we will reduce the amount we pay if:

- you receive any payment for rent from another source
- you do not need to pay for alternative accommodation.

If you have contents insurance, we will pay the reasonable costs of alternative accommodation, up to 20 per cent of the contents sum insured, as listed on your schedule.

We will not cover this, or we will reduce the amount we pay if:

- we have paid you for rent following loss or damage to your buildings
- you receive any payment for rent or accommodation from another source
- you do not need to pay for alternative accommodation.

# Certificate of title

## BUILDINGS

We will pay to replace the Certificate of Title to your situation if it is destroyed or damaged.

## Contents in a commercial storage facility

### CONTENTS

We will cover your contents for loss or damage whilst they are in a commercial storage facility in Australia up to the total contents sum insured, as listed on your schedule.

You must tell us that your contents are in a commercial storage facility before they are put into storage and we must have agreed to cover them.

If we agree to cover your contents in a commercial storage facility, it will be listed on your schedule.

We will only cover your contents if the loss or damage occurs as a result of an incident we have agreed to cover.

We will not cover jewellery, money or negotiable documents.

## Contents in transit

### CONTENTS

We will cover your contents for loss or damage whilst they are being transported by a vehicle to your home, or to a commercial storage facility within Australia, up to the contents sum insured as shown on your schedule, during your period of insurance.

We will only cover your contents if there is a theft following violent or forcible entry, or loss or damage occurs as a result of fire, collision or overturning of the vehicle that is transporting your contents.

We will not cover loss or damage:

- to glassware, crystal, crockery, mirrors or china, **or**
- caused by denting, scratching, chipping or bruising.

## Credit card and transaction card misuse

### CONTENTS

If your credit cards or financial transaction cards are:

- misused after they are lost or stolen, or

- fraudulently used on the internet,

we will pay the financial institutions that issued them, up to \$5,000 (inclusive of GST).

We will only cover this if you have complied with the terms on which the credit cards or financial transaction cards were issued.

## Death or permanent total disablement

### BUILDINGS

### CONTENTS

If you or a member of your family normally living with you:

- dies, or
- suffers paraplegia, quadriplegia or permanent total disablement

as a direct result of a physical injury caused by an accident within the buildings at the situation, we will pay \$15,000 to either:

- the estate of the deceased person, or
- the person who suffered paraplegia, quadriplegia or permanent total disablement.

The most we will pay for all claims in any one period of insurance is \$15,000 in total.

## Debris removal and demolishing

### BUILDINGS

### CONTENTS

We will cover the reasonable costs to demolish and remove any debris that results from loss or damage to your buildings or contents, up to 15 per cent of your buildings or contents sum insured.

The debris must occur as a result of an incident we have agreed to cover.

## Document damage

### CONTENTS

If documents kept in your home or in a bank vault suffer loss or damage, we will cover the costs to reproduce or restore them, up to \$2,000 (inclusive of GST).

This includes the costs to reproduce or restore the information contained on the documents.

## Employees' belongings

### CONTENTS

If your employees' belongings suffer loss or damage, we will cover the cost to repair or replace them, up to \$5,000 (inclusive of GST).

We will only cover your employees' belongings if the loss or damage occurs:

- as a result of an incident we have agreed to cover
- while your employees are working at your home, **and**
- while your employees are doing domestic work for you.

We will not cover contents that are already insured under another policy by someone other than you.

For **Guests' or visitors' belongings**, see page 18 ►

## Environmental benefits

### BUILDINGS

If your building is declared by us to be a total loss as the result of an insured event and we have agreed to rebuild your building, we will pay up to a maximum amount of \$5,000 (inclusive of GST) of the cost to you, after deduction of any rebate you are eligible for under any government or council rebate scheme, to install any combination of the following:

- rainwater tank, solar power systems, including solar hot water systems or photo-voltaic (PV) power systems, hot water heat exchange system, and grey water recycling system

For the purposes of this additional benefit the following meanings apply:

- a rainwater tank facility includes a rainwater tank, water pump and wiring, foundation or tank stand, pipes connecting the roof to the tank, and installation costs.
- a solar power system includes solar or PV panels, water tank, pump, electrical wiring, foundation or tank stand, pipes connecting the roof solar panels to the tank, and installation costs.
- a hot water heat exchange system includes heat exchange system, electrical rewiring, foundation or tank stand, water pipes, and installation costs.
- a grey water recycling system includes a recycling system, distribution pipes and connectors, outlet housings, and installation costs.

## Fire brigade expenses

### BUILDINGS

### CONTENTS

We will pay up to \$500 (inclusive of GST) for the reasonable costs you have to pay the fire brigade or a similar authorised organisation to attend and protect your buildings or contents against an actual fire or other emergency.

## Forced evacuation by Government Authority

### BUILDINGS

If you cannot live at your home because a government authority denies you access or forces an evacuation, we will pay any increase in your living expenses that is necessary and reasonable to maintain your normal standard of living for up to 60 days.

We will not cover loss due to cancellation of a lease or agreement.

## Frozen food

### CONTENTS

We will cover the reasonable cost to replace the loss of any frozen food, if your freezer breaks down.

We will only do this if your freezer breaks down as a result of an incident we have agreed to cover.

## Guests' or visitors' belongings

### CONTENTS

If contents belonging to your guests or visitors suffer loss or damage, we will cover the cost to repair or replace them, up to \$5,000 (inclusive of GST).

The loss or damage must occur as a result of an incident we have agreed to cover.

We will not cover contents that are already insured under another policy by someone other than you.

## Identity fraud

### CONTENTS

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

- legal expenses for defence against a business or its collection agency from which goods or services have been purchased fraudulently
- legal expenses for removal of any wrongfully recorded civil or criminal prosecutions or to challenge consequent incorrect information available on your consumer credit report
- loss of wages up to \$2,000 per week up to \$5,000 in total (inclusive of GST); that would have been earned but were not, solely because it was necessary for you to rectify records in relation to your true name or identity

- loan application fees incurred as a result of re-applying for loans because you have been allotted incorrect credit information due to fraud
- costs for notarising affidavits, telephone calls and certified mail expenses to law enforcement and/or financial institutions
- reasonable legal fees and court costs, if incurred with our approval.

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

- you or your collusion
- your family or their collusion
- an ex-partner
- someone who normally lives with you

or arises out of:

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

Claims are only payable under this additional benefit if:

- you are an Australian resident
- the identity fraud occurs within Australia, **and**
- all losses and expenses are incurred within Australia.

We do not repay any loans or other amounts fraudulently procured in your name. We do not pay any fines or for any infringements or penalties imposed. We do not pay any costs that are or could be reimbursed from another party, for example, a financial institution.

## Legal costs in Australia

### CONTENTS

We will cover any legal costs you are liable to pay following legal proceedings brought by you or against you, up to \$5,000 (inclusive of GST).

We will only cover legal costs and expenses that:

- occur during your current period of insurance

- you tell us about during your current period of insurance, **and**
- we have agreed to cover.

We will only pay this once during your period of insurance.

We will not cover legal costs and expenses relating to:

- spouse or partner disputes including, but not limited to, divorce, custody, child maintenance, or property disputes
- claims for death, bodily injury to, or disease of, any person
- claims where cover is available by a standard form of motor vehicle, home owners or householders, motorcycle, caravan or boat insurance
- any criminal charge or prosecution brought against you
- any road traffic offence or boating offence committed by you
- any matter arising out of your business or profession
- any matter arising out of any insurance cover required by legislation
- any award of damages against you
- any penalties, fines or awards of aggravated, exemplary or punitive damages made against you.

## Modifications to your buildings

### BUILDINGS

If you are injured as a result of loss or damage to your buildings, and the injuries lead to permanent paraplegia or quadriplegia, we will cover the cost of modifications to your buildings so you can live in them, up to \$25,000 (inclusive of GST).

The injury must occur as a result of an incident we have agreed to cover.

## Mortgagee discharge costs

### BUILDINGS

If you make a claim for the total loss of your buildings, we will cover any legal costs associated with the discharge of any mortgage you have left owing.

The total loss must occur as a result of an incident we have agreed to cover.

## Rebuilding fees

### BUILDINGS

If your buildings suffer loss or damage and need to be rebuilt as a result, we will cover the cost of employing an architect, surveyor or consulting engineer, and also pay any legal fees that arise from the rebuilding, up to 10 per cent of your buildings sum insured.

The rebuilding must occur as a result of an incident we have agreed to cover.

## Removal and disposal of fallen trees and tree stumps

### BUILDINGS

### CONTENTS

We will pay the professional costs for the removal of tree stumps, fallen trees and branches and the associated disposal costs necessarily incurred in order to repair or replace insured damage caused to your buildings and contents by storm damage that we have agreed to cover. We will also pay for the removal of trees and branches from the situation if they have caused damage to landscaped gardens.

We will pay up to \$5,000 (inclusive of GST) for each claim for the costs for removal and disposal of fallen trees and tree stumps incurred as a result of storm but we will not pay unless the costs exceed \$500.

# Replacing keys and repairs to, and re-coding of locks and barrels

## BUILDINGS

### CONTENTS

If a key to an external door or window lock of your buildings is stolen or lost, or you have reason to believe they have been duplicated, we will pay to replace your keys and repair and re-code your locks and barrels.

The theft or loss of the keys must occur as a result of an incident we have agreed to cover.

The theft must be reported to the Police.

# Sale of your home

## BUILDINGS

If you have entered into a contract to sell your home, we will extend your buildings cover to the purchaser until:

- the contract settlement date
- the purchaser insures the home, **or**
- the purchaser becomes liable for damage to the home, whichever happens first.

This cover will stop immediately if:

- the sale contract is terminated, **or**
- your buildings insurance comes to an end.

# Security firm to monitor your home

## CONTENTS

If your monitored burglar alarm system is set off as a result of a theft or an attempted theft, we will cover the costs of a security firm to attend your home, up to \$2,000 (inclusive of GST).

We must agree to cover the theft or attempted theft.

We will not cover this when there is:

- a false alarm, **or**
- no evidence of an attempted burglary.

## Statutory cost

### BUILDINGS

We will pay the costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing the buildings at the situation.

We will not pay any costs which resulted from any notice which a statutory authority served on you before loss or damage to your buildings occurred.

The most we will pay in any one period of insurance is \$25,000 (inclusive of GST).

## Storage costs

### CONTENTS

If the buildings you live in suffer loss or damage and you are unable to live in them as a result, we will cover the reasonable costs to remove and store your contents for up to 12 months.

The loss or damage must occur as a result of an incident we have agreed to cover.

We will also cover your contents while they are in storage.

## Sum insured

### BUILDINGS

### CONTENTS

If we agree to pay you for a loss to your buildings or contents we will increase your sum insured for buildings or contents by the amount the Consumer Price Index (all groups) has increased since you took out your policy.

However, we will not increase your sum insured for special contents.

You will be fully insured again for your buildings or contents for the amounts shown on your schedule, **unless** your claim is for a total loss. If your claim is for a total loss and we pay you the sum insured then:

- the cover for your contents will be reinstated to \$5,000 to provide cover for replacement contents. However, cover for your contents will end after 3 months from the date of the damage that caused the total loss.

No refund of your premium is due.

- the cover for your buildings comes to an end, subject to any continuing liability cover and no refund of your premium is due.

See also **Liability cover – when your buildings are a total loss**, page 27 ►

## Temporary protection expenses

### BUILDINGS

### CONTENTS

We will pay reasonable expenses to protect your buildings or contents from further damage following insured damage we have agreed to cover.

## Trees, plants, shrubs and lawns replacement

### BUILDINGS

We will cover the cost to replace any trees, plants, shrubs or lawns for loss or damage by an insured event other than a weather related event (like storm).

## Veterinary expenses

### CONTENTS

We will pay up to \$1,500 (inclusive of GST) for veterinary expenses if your pet is injured or killed as a result of a road accident, fire, lightning, earthquake, burglary or attempted burglary.

# Liability Cover Included In This Insurance

We will cover your legal liability as a result of an incident that causes loss or damage to someone else's property, or death or bodily injury to other people, during your period of insurance.

We will also cover claims in connection with your position as a committee member during your period of insurance.

Any cover we provide is subject to exclusions.

For **Exclusions To Your Cover**, see pages 31–34 ►

## Liability cover – general

### BUILDINGS

### CONTENTS

The most we will pay for all liability claims under this policy is \$20,000,000 (including GST).

This amount includes any legal costs that must be paid to defend the claim and any costs awarded against you.

If you have insured your buildings, including strata title or a similar scheme, we will cover you for the amount you have to pay as owner or occupier of the buildings.

For this liability cover only, your buildings include land, trees, shrubs and other plant life.

If you have insured your contents and live in a rental building, we will cover you for the amount you have to pay as owner of your contents, or occupier of the building.

If you have insured your contents and you own part of the building that has been subdivided, we will cover you for the amount you have to pay as owner of your contents, or occupier of your part of the building.

If you have insured your contents, other valuables or special valuables, we will cover you for the amount you have to pay for any incident that happens:

- anywhere in Australia
- anywhere in Australia in connection with your position as a committee member of a sporting or social club, **however:**
  - we will not pay if you receive more than \$1,000 per year for holding that position.
- anywhere in the world.

We will not cover you for any amount you have to pay as owner or occupier of your buildings.

If you have insured your contents, we will cover you for any amounts you have to pay for any incident that happens anywhere in Australia arising out of the use of:

- a watercraft that is less than 4 metres long and is not powered by a motor, or is powered by a motor less than 10hp, **unless:**
  - the watercraft is a jet ski.
- unregistered motorcycles or mini-bikes up to 125cc, which do not require registration by law, **unless:**
  - they are being used for racing or pacemaking.
- any domestic trailer not attached to any vehicle.

## Liability cover – expenses incurred in attending court

### BUILDINGS

### CONTENTS

In addition to the limit of your liability cover, we will reimburse you for reasonable expenses incurred in attending court in relation to a liability claim covered by this policy at our request up to \$250 per day but excluding the first day, and up to a total of \$5,000 (inclusive of GST) in any one period of insurance for proven income loss. We will only reimburse income loss for days on which you are not able to conduct any income-earning activity whatsoever.

If you are:

- self-employed or a working director, then ‘income’ means the gross daily income from such personal exertion after allowing for the costs and expenses incurred in deriving that income

- An employee, then 'income' means the gross daily income from personal exertion, excluding overtime payments, bonuses, commissions or allowances.

In each case, the amount of your income will be averaged over the 12 months immediately preceding our request or such shorter period during which you have been so engaged. You must provide any documentation, records, correspondence or other information that we request in support of any claim for lost income.

## Liability cover – when your buildings are a total loss

### BUILDINGS

If your buildings are a total loss, we will continue liability cover for any amount you have to pay as owner or occupier of the buildings for up to six months from the date your buildings were destroyed.

This cover will stop immediately if:

- construction commences at the home
- you sell the land, **or**
- you take out a new buildings insurance policy for the home.

## Liability cover – for committee members

### CONTENTS

We will pay for claims made against you for an alleged or actual act or omission during any one period of insurance.

We will only pay for your liability in connection with your position as a committee member of a sporting or social club. The most we will pay, including legal costs, is \$10,000 (inclusive of GST) during any one period of insurance.

We will not cover you if you receive more than \$1,000 per year for holding this position.

This cover does not apply to liability claims for loss or damage to someone else's property, or death or bodily injury to other people.

# Optional Cover You Can Add To Your Policy

You can broaden the scope of your cover by adding any of the following options. You will need to apply for this cover and pay an additional premium. Any options that we agree to add to your policy will be listed on your current schedule.

Any cover we provide is subject to exclusions.

For **Exclusions To Your Cover**, see pages **31–34** ►

## Domestic workers' compensation

If you employ a person to do work around your home such as cleaning or gardening, you can add cover for the amount you are liable for if they are injured while working for you, subject to the relevant legislation in your State or Territory.

If you choose this option, it will be listed on your schedule as 'Domestic workers' compensation'.

You will need to check with your local Workers' Compensation Authority as this cover may be compulsory.

The cover only applies to employees doing domestic work for your household and will not cover any person that is working for you in your business, profession, trade or occupation or if you are a landlord.

An excess may apply to this option.

To find out **who the insurer is** for this option, see **inside back cover** ►

## Other valuables

With this option you can nominate an overall amount we will pay for accidental loss or damage to your valuables:

- anywhere in Australia and New Zealand, **and**
- anywhere in the world for up to 100 consecutive days from the time you leave Australia:

without listing them individually.

**Valuable items we cover are listed below:**

- jewellery and watches
- items that contain gold or silver (this does not include items thinly covered with gold or silver)
- collections of stamps, money or medals
- battery-powered items as listed below:
  - audiovisual equipment
  - camera equipment, including accessories and unprocessed film, unless they are being used underwater, or to earn your income
  - electronic diaries
  - GPS
  - mobile or portable phones
  - portable computers.
- sporting equipment, unless it is being used.

**Your valuable items do not include:**

- unset precious/semi-precious stones
- items thinly covered with gold or silver
- motor vehicles, motorcycles, mini-bikes, caravans, trailers or aircraft or accessories, or spare parts of any of these items
- watercraft more than four metres long
- watercraft less than four metres long that is powered by a motor of more than 10hp.

The most we will pay for this option is the amount you nominate, as listed on your schedule under ‘Other valuables’.

There are also set maximum amounts that we will pay when you make a claim.

<b>Valuables</b>	<b>The most we will pay</b>
<b>Any one item, pair, set, collection or system of valuables</b>	\$10,000 (inclusive GST) per item, pair, set, collection or system

This option is:

- not available for office and surgery equipment
- only available for contents policies.

An excess of \$250 will apply to any claim under this option.

## Special valuables

With this option you can nominate an individual amount we will pay for accidental loss or damage to any one item, pair, set, collection or system of valuables:

- anywhere in Australia and New Zealand, **and**
- anywhere in the world for up to 100 consecutive days from the time you leave Australia.

The most we will pay for this option is the individual amount you nominate, as listed on your schedule under 'Special valuables'.

This option is:

- not available for office and surgery equipment
- only available for contents policies.

An excess of \$250 will apply to any claim under this option.

For a list of valuable items we cover, and a list of items we do not include as valuables, see **Other valuables**, pages **28–29** ◀

## Strata Title Mortgagee Protection

With this option we will cover the amount you must pay to settle your mortgage following loss or damage to buildings that you own under a strata title or similar plan.

If you choose this option the individual amount you nominate and any excesses that apply will be listed on your schedule under 'Strata Title Mortgagee Protection'.

We will pay up to the amount you owe on your mortgage, but no more than the sum insured, as listed on your schedule.

We will pay this amount to your mortgagee when you are required to pay your mortgagee in full, **however:**

- the loss or damage must occur as a result of an incident we have agreed to cover.

We will only pay this when the body corporate:

- has not insured the buildings, **or**
- has not insured the buildings for loss or damage you can claim for under this policy.

This option is available:

- for contents policies, **or**
- as a stand alone policy.

An excess may apply to this option.

# Exclusions To Your Cover

Any cover we provide is subject to the following exclusions.

## Accidental damage cover, additional cover and Strata Title Mortgagee Protection exclusions

We will not cover any loss or damage as a result of, or caused by:

- settling, shrinkage or any movement of earth
- erosion, rust, corrosion, gradual deterioration, depreciation, wear or tear
- rats, mice or insects
- roots from trees, plants, shrubs or grass
- any process of cleaning involving the use of chemicals other than domestic household chemicals
- a defect in an item, structural defects, or faulty workmanship or design
- breakage of mirrors, glassware, crystal, crockery or china while they are being used, cleaned or carried by hand
- malicious damage or vandalism by a tenant
- deliberate or intentional acts by a tenant
- theft by a tenant
- theft from any part of the buildings which you share with another person who is not insured under this policy
- mechanical or electrical breakdown other than an electric motor burning out, **unless:**
  - the breakdown results in loss or damage to your buildings or contents.
- landslide or subsidence, **unless:**
  - we agree to cover the incident as described under 'Landslide or subsidence'.
- water entering your buildings:
  - through an opening made for any building, renovation or repair work
  - because of a structural defect, faulty design or faulty workmanship when your buildings were constructed.

## Other valuables and special valuables cover exclusions

We will not cover any loss or damage as a result of, or caused by:

- rust, corrosion, gradual deterioration, depreciation, wear or tear
- a defect in an item
- rats, mice or insects
- any process or cleaning involving the use of chemicals other than domestic household chemicals
- mechanical or electrical breakdown other than an electric motor burning out, **unless:**
  - the breakdown results in loss or damage to your buildings or contents.

## Liability cover exclusions

We will not cover any:

- personal injury to you, or any member of your family who normally lives with you, or anyone else who normally lives with you
- personal injury to any person you employ where that injury arises from their employment with you
- loss or damage to property that belongs to you, or is under your control, or any member of your family who normally lives with you, or anyone else that normally lives with you
- loss or damage to property that belongs to any person you employ where that loss or damage arises from their employment with you
- penalties, fines or awards of aggravated, exemplary or punitive damages made against you
- loss that can be reimbursed by your sporting or social club.

We will not cover any liability as a result of, or arising from:

- any alterations, repairs, renovations or additions to your buildings that cost more than \$100,000 (inclusive of GST)
- any personal profit or advantage that is illegal.

We will not cover any liability as a result of, or arising from:

- any disease that is transmitted by you, or any member of your family who normally lives with you
- any business, profession, trade or occupation carried out by you, **unless:**
  - the liability is as a result of, or arising from, you acting as a committee member of a sporting or social club and you receive no more than \$1,000 per year for holding this position.
- any agreement or contract you enter into, **however:**
  - if you would have been liable without the agreement or contract, we will pay for that liability.
- the use, removal of, or exposure to any asbestos product or products containing asbestos
- any act or omission that is dishonest, fraudulent, criminal, wilful or malicious
- any alleged or actual act or omission committed, or alleged to have been committed, prior to the commencement of the policy
- the use of a caravan or trailer when the caravan or trailer is attached to a motor vehicle or motorcycle
- the use of a motor vehicle, motorcycle, mini-bike, aircraft or watercraft, however we will cover liability that arises from:
  - unregistered motorised golf buggies, ride-on mowers and wheelchairs
  - model or toy aircraft
  - surfboard, sail board or surf skis
  - a watercraft that is less than 4 metres long and is not powered by a motor, or is powered by a motor less than 10hp
  - unregistered motorcycles or mini-bikes up to 125cc that do not require registration by law, unless they are being used for racing or pacemaking.

## General exclusions

We will not cover any loss or damage, or liability as a result of, or arising from:

- any incident that does not occur within your period of insurance
- landslide or subsidence, **unless:**
  - we agree to cover the incident as described under ‘Landslide or subsidence’.
- war or warlike activity, **however:**
  - war does not need to be declared.
- hostilities, rebellion, insurrection or revolution
- contamination by chemical and/or biological agents, which results from an act of terrorism
- lawful destruction or confiscation of your property
- anything nuclear or radioactive
- mildew, atmospheric or climatic conditions
- damage to a heating element, **however:**
  - we will pay for any loss or damage as a result of damage to a heating element.
- failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date, **unless:**
  - it results in loss or damage to your buildings or contents that is covered under this policy. This does not include resultant loss or damage to any frozen food, computer equipment or computer software.
- deliberate or intentional acts by you, or anyone acting for you, to cause loss, damage or injury
- storm surge
- erosion, the action of the sea, tidal wave or high water, **unless:**
  - the loss or damage is the result of a tsunami.

# Your Responsibilities To Us

## Your responsibilities when you are insured with us

There are responsibilities that you must meet when you are insured with us.

### **You must tell us if:**

- your buildings will be unoccupied for a continuous period of 90 days or more
- any changes have been made to:
  - the address or location where your buildings or contents are insured
  - the use of your buildings
  - your buildings due to renovation, extensions or demolition
  - the people who are insured under this policy
  - the sums insured to your buildings or contents.
- any people who are insured under the policy have:
  - been convicted of any criminal offence
  - made a claim that is not true under this policy or another insurance policy.
- there are any changes in circumstances during the period of insurance.

If you tell us about any of these things, we may charge an additional premium, change the cover of your policy, impose special conditions, or cancel your policy.

In addition, you must also:

- be truthful and frank in any statement you make in connection with your policy
- pay your premium, including paying instalments regularly
- take reasonable precautions to avoid a claim being made
- obey all laws and make sure anyone acting on your behalf obeys all laws
- follow the conditions of this policy
- not make a fraudulent claim under this insurance policy or any other policy.

# Your responsibilities when you are making a claim

When you make a claim you must meet a number of responsibilities.

## **You must:**

- be truthful and frank in any statement you make in connection with a claim
- take safe and reasonable steps to prevent any further loss, damage or liability occurring
- inform the Police as soon as possible if your buildings or contents suffer loss or damage as a result of theft or attempted theft, vandalism or a malicious act
- keep all damaged buildings or contents so we can inspect them if required
- give us any information or assistance we require to investigate and process your claim
- not pay or promise to pay for a claim, or admit responsibility for a claim
- not repair or replace any damaged buildings or contents without our consent.

## **In addition, you also give us your rights to claim from anyone else:**

- if you have a right to claim from anyone else for an incident covered by us, you give us your rights to make that claim, to conduct, defend or settle any legal action and to act in your name – you must not do anything which prevents us from doing this and you must give us all the information and cooperation that we require.

# If you do not meet your responsibilities

If you do not meet your responsibilities, we may refuse or reduce a claim, cancel your policy, or do both. If we cancel your policy we will advise you in writing.

# Our Commitment To You

## The General Insurance Code of Practice

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

### **The objectives of the Code are:**

- to commit us to high standards of service
- to promote better, more informed relations between us and you
- to maintain and promote trust and confidence in the general insurance industry
- to provide fair and effective mechanisms for the resolution of complaints and disputes between us and you, and
- to promote continuous improvement of the general insurance industry through education and training.

### **Our commitment to you**

We have adopted and support the code and are committed to complying with it.

Please contact us if you would like more information about the Code.

See **back cover** for **contact details**

## Our guarantee

Our guarantee assures you of quality insurance and service at all times.

### **Fair dealing guarantee**

We will meet any claims covered by your policy fairly and promptly.

## Money back guarantee

If you change your mind, we provide a cooling-off period which lets you cancel your policy within 30 days with a full refund of your premium. However, your cooling-off period no longer applies if you make a claim within this time.

## Service guarantee

We will provide you with the highest standard of service.

## How CGU protects your privacy

We use information provided by our customers to allow us to offer our products and services. This means we may need to collect your personal information, and sometimes sensitive information about you as well (for example, health information for travel insurance). We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

CGU will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with companies within our group, government and law enforcement bodies if required by law and others who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our Privacy Policy located at [www.cgu.com.au/privacy](http://www.cgu.com.au/privacy). Alternatively, contact us at [privacy@cgu.com.au](mailto:privacy@cgu.com.au) or 13 15 32 and we will send you a copy. We recommend that you obtain a copy of this policy and read it carefully.

By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in this policy.

Our Privacy Policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.

# How To Take Out Insurance

## How to apply for insurance

- 1. If you are taking out a policy with us for the first time, contact us or your insurance adviser, or apply on line at [www.cgu.com.au](http://www.cgu.com.au). You can also send correspondence to GPO Box 9902, in your capital city**

If we agree to insure you, we will send you a schedule setting out the details of your policy.

- 2. Pay your premium**

See **Your premium**, page 41 ►  
See **Your responsibilities when you are insured with us**, page 35 ◀

## How to renew your insurance

- 1. If you already have a policy with us, we may send you an offer to renew your insurance before your current policy expires**

We will send you an updated schedule and quote a premium based on the information contained in your current policy.

If you have any questions, contact us or your insurance adviser

- 2. Review the proposed policy and premium we offer**

If you paid your last premium by instalments, we will continue to deduct payments from your nominated account. If you paid your last premium in one lump sum, we must receive your payment by the due date, otherwise your buildings or contents will not be insured.

- 3. Pay your premium**

See **Your premium**, page 41 ►

## How to cancel your policy

### **1. If you want to cancel your policy, contact us or your insurance adviser**

We may need your request in writing. If you cancel your policy before it ends, we will refund an amount for the unused premium.

## How to change your policy

### **1. Contact us or your insurance adviser to change or vary your policy**

You will be sent an endorsement schedule that includes any changes or variations you have requested and we have agreed to, and any special conditions we may have applied to that agreement.

### **2. Check the changes**

### **3. Pay your premium if it has increased**

We will tell you if your premium has increased. If you pay your premium by instalments, we will adjust your instalments and continue to deduct the new amount from your nominated account. If you pay your premium in one lump sum, we must receive your additional payment within one month.

## If you move to a new home

### 1. If you have buildings insurance and you move permanently to a new home within Australia

The cover for your original home will end and we will refund any unused premium to you. We will provide you with temporary cover for 30 days at your new home.

If you would like to continue to insure your buildings with us, contact us or your insurance adviser as soon as possible.

We will advise you if there are any changes to your premium or the terms of your insurance.

### 2. If you have contents insurance and you move permanently to a new home within Australia

We will cover your contents at both your original home and your new home for 30 days, starting from the date you start moving your contents to your new home.

You must tell us that you are permanently moving your contents to a new home within 14 days from the day you first start to move.

We will advise you if there are any changes to your premium or the terms of your insurance.

## Your premium

### 1. How we calculate your premium

We will base your premium on the type of cover you have chosen, including any options that you have added, your sum insured, the excess, the type, location, construction and age of your buildings or contents, the level of security you have, your previous insurance and claims history, and any special conditions that we have applied.

Premiums are also subject to Commonwealth and State taxes and/or charges. These include the Goods and Services Tax and stamp duty.

Your premium, including any taxes and charges, will be listed on your schedule.

## 2. How to pay your premium

You can pay your premium in one lump sum, or by instalments.

If you pay your premium in one lump sum, you can pay by cash, cheque or credit card.

If you pay your premium by instalments, you can pay by credit card or by direct debit from a financial institution.

We may cancel your policy if:

- you do not pay your premium
- your cheque or credit card is dishonoured by your financial institution, **or**
- you pay your premium by instalments and you are more than one month behind.

We may refuse to pay a claim if:

- you pay by instalments and at least one instalment of the premium has remained unpaid for a period of at least 14 days.

## 3. Interest on unallocated premium

If we are unable to issue your insurance when we receive your application, we are required to hold your Premium in a trust account on your behalf until your insurance can be issued. We will retain any interest payable by our bank to meet, among other things, bank fees and other bank costs we incur in operating the account.

## Your excess

An excess is the amount you pay when you make a claim on your policy. The amount and type of excess that may apply to your policy is shown on your current schedule and in this PDS. In most instances you can select, at the time of your enquiry or application for insurance, the amount of the excess you wish to pay should you make a claim. When you select a higher excess amount we will normally reduce the amount of the premium you will have to pay. We take into consideration a number of factors in setting the amount of the excess. These include factors relating to the type of property being insured, where the property is located, the type of construction and your previous insurance and claims history. At the time of your enquiry or application for insurance, the amount of the excess will be advised to you.

# How To Make A Claim

## 1. Make sure you have all the information you need to support your claim

We will need:

- contact details of any other people involved in the incident, including their name, current residential address and who they are insured with
- any letters, notices or court documents about the incident within 72 hours of receiving them
- the incident report number for any claims in relation to theft or attempted theft, vandalism or a malicious act:
  - the Police will provide you with this number when you report the incident to them.

## 2. Contact us on 13 24 80 to make a claim

You need to make your claim as soon as possible.

Any delays may:

- reduce the amount that we pay, **or**
- prevent us from paying a claim.

We will give you immediate advice and assistance with your claim, 24 hours a day, 7 days a week.

We will ask you a range of questions to help us assess your claim. We may:

- ask you to provide us with proof of ownership
- need to inspect your buildings or contents
- need quotations from a repairer.

## 3. If you need emergency repairs

If you need to make emergency repairs, we will arrange assistance through our preferred repairers and suppliers.

# How we settle a buildings claim

## 1. We will decide how we will settle your claim

If your buildings suffer loss or damage, we will decide whether to:

- repair
- rebuild, **or**
- pay you the cost to repair or rebuild that part of your buildings that suffered loss or damage.

If we do, we will:

- pay you up to the buildings sum insured, as listed on your schedule
- only repair, rebuild or pay you for the part or parts of the building that actually sustained loss or damage, including damaged portions of fixed coverings to walls floors and ceilings only in the room, hall or passage where the damage occurred
- try to match any material used to repair your buildings with the original materials or nearest equivalent available to the original materials
- repair or pay you the costs to repair your buildings if the loss or damage was caused by water or liquid that escaped from a bath, basin, sauna, spa, shower base or shower wall, **however:**
  - we will not pay the costs to repair or replace the bath, basin, sauna, spa, shower base or shower wall.

When we settle your claim, the law that will apply is the law of the state or territory where the loss, damage or liability occurred.

## 2. You must pay any excess that applies

If you make a claim, you will need to pay any excesses that apply.

If you are claiming for any loss or damage that occurs as a result of an earthquake or tsunami, you will need to pay an additional excess of \$250.

This loss or damage must occur within 72 hours of the earthquake.

For the **excess that may apply**, see your **current schedule**

You must pay any excess to us, or to the builder:

- we will tell you who to pay the excess to.

If we choose to pay you, we may deduct the amount of excess from the amount we settle your claim for.

### **3. If we decide to repair or rebuild your buildings and your current schedule shows 'including replacement benefit'**

We will repair or rebuild the part of your buildings that suffered the loss or damage to a condition as close as possible to when new, but not better.

If we rebuild your buildings, we will also pay the amounts that you need to pay to ensure your buildings comply with government legislation and local authority bylaws, **unless:**

- you were required to pay these amounts before the loss or damage occurred, and you did not do so.

You can choose your own repairer or tradesman or we can help you find one.

If we authorise repairs, we will deal directly with the repairer or tradesman about payment.

### **4. If we decide to repair or rebuild your buildings and your current schedule does not show 'including replacement benefit'**

We will:

- repair your buildings to the condition they were in just before the loss or damage occurred
- pay you the cost of repairing your buildings to the condition they were in just before the loss or damage occurred, **or**
- pay you what the value of the land and your buildings was just before the loss or damage occurred, after deducting the amount we estimate as the value of your land and buildings after the loss or damage occurred.

## 5. After we agree to settle a claim

The repair or rebuilding work on your buildings must start within six months of the loss or damage occurring, otherwise you will have to pay any increase in cost caused by the delay.

If the work does not commence in this period, we will do one of the following:

- repair your buildings to the condition they were in just before the loss or damage occurred
- pay you the cost of repairing your buildings to the condition they were in just before the loss or damage occurred, **or**
- pay you what the value of the land and your buildings was just before the loss or damage occurred, after deducting the amount we estimate as the value of your land and buildings after the loss or damage occurred.

## 6. If your building is a total loss

We will pay you the sum insured for your buildings, as listed on your schedule, after deducting:

- any excess
- any unpaid premium, **and**
- any input tax credit you would have been entitled to under *A New Tax System (Goods and Services Tax) Act 1999* if you had paid to repair or rebuild your buildings.

If we pay you the sum insured, then your policy comes to an end, subject to any continuing liability cover and no refund of your premium is due.

See also **Liability cover – when your buildings are a total loss**, page 27 ◀

# How we settle a contents or valuable items claim

## 1. We will decide how we will settle your claim

If your contents or valuable items suffer loss or damage, we will decide whether to:

- repair an item
- replace an item, **or**
- pay you the cost to repair or replace the item.

If we do, we will pay up to:

- the contents or valuables sum insured in total, as listed on your schedule, **and**
- the maximum amount per item, set, pair, collection or system.

If the item is part of a pair, set, collection or system, we will only cover the value of the item itself, **however:**

- the most we will pay is the value of the item as a proportion of the combined pair, set, collection or system.

For **Other valuables** and **Special Valuables** see page **28-30**  
To find out **What we will pay for contents**, see page **6-7** ◀

## 2. You must pay any excess that applies

If you make a claim, you will need to pay any excesses that apply.

If you are claiming for any loss or damage that occurs as a result of an earthquake or tsunami, you will need to pay an additional excess of \$250.

This loss or damage must occur within 72 hours of the earthquake.

You must pay any excess to us, or to the supplier or repairer – we will tell you who to pay the excess to.

If we choose to pay you, we may deduct the amount of excess from the amount we settle your claim for.

For the **excess that may apply**, see your **current schedule**

### 3. If we decide to repair your contents or valuable items

We will repair the damaged item to the condition it was when new.

If the item we are repairing is part of a pair, set, collection or system, we will only cover the part of the pair, set, collection or system that was damaged.

### 4. If we decide to replace your contents or valuable items

We will replace the item with the nearest equivalent new item.

We will only replace wall, floor and ceiling coverings, including carpets, internal blinds and curtains, in the room, hall or passage where the loss or damage occurred.

We will not pay to re-carpet adjoining rooms, or your entire home.

Any salvage becomes our property.

### 5. If we decide to pay you the cost to repair or replace your contents or valuable items

We will pay you the fair and reasonable costs to repair or replace your contents or valuable items as described in Steps 1, 3 and 4, after deducting:

- any excess, **and**
- any input tax credit you would have been entitled to under *A New Tax System (Goods and Services Tax) Act 1999* if you had paid to repair or replace your contents or valuable items.

We will only pay the cost of replacing an item that is part of a pair, set, collection or system, even though the pair, set, collection or system to which it belongs is less valuable because it is incomplete.

Any salvage becomes our property.

### 6. If we decide to settle a claim

We will reduce any payment for damage to, or loss of, an other valuables or special valuables item by the amount we pay you for the same item under contents cover.

# Claim payment examples

These claim payment examples show you how a claim settlement may be calculated based on some practical scenarios. Any actual claim settlement amount will depend upon the facts of each case.

Claim Example 1	
Policy type	Building insurance
Buildings sum insured	\$250,000
Optional cover	None
Basic excess	\$500
Loss or damage	Storm damage to your roof.
How we settle your claim	<ul style="list-style-type: none"><li>• We arrange for a builder to repair your roof for \$3,000.</li><li>• We pay the builder \$2,500.</li><li>• We ask you to pay the builder the \$500 basic excess.</li></ul>

Claim Example 2	
Policy type	Contents insurance
Contents sum insured	\$75,000
Optional cover	None
Basic excess	\$500
Loss or damage	Theft of your plasma television from inside your home.
How we settle your claim	<ul style="list-style-type: none"><li>• We pay the supplier \$2,300.</li><li>• We ask you to pay the supplier the \$500 basic excess.</li></ul>

Claim Example 3	
Policy type	Building and contents insurance
Buildings sum insured	\$200,000
Contents sum insured	\$75,000
Optional cover	None
Basic excess	\$500

### Claim Example 3 (continued)

<b>Loss or damage</b>	Your buildings and contents are damaged by fire. We agree that you are unable to live in your home and you require temporary accommodation.
<b>How we settle your claim</b>	<ul style="list-style-type: none"><li>• We choose to pay you directly for the damage:</li><li>• We settle your claim for \$59,500 as follows:<ul style="list-style-type: none"><li>– buildings repairs \$34,000</li><li>– contents replacement \$15,000</li><li>– costs for temporary accommodation \$11,000</li><li>– less the basic excess \$500</li><li>– total \$59,500.</li></ul></li></ul>

### Claim Example 4

<b>Policy type</b>	Specified valuables option
<b>Item sum insured</b>	18ct white gold diamond engagement ring – \$12,000
<b>Excess</b>	\$250
<b>Loss or damage</b>	You lose your engagement ring while swimming at the beach.
<b>How we settle your claim</b>	<ul style="list-style-type: none"><li>• We arrange for a jeweller to replace your ring for \$12,000.</li><li>• We pay the jeweller \$11,750.</li><li>• We ask you to pay the jeweller \$250 excess.</li></ul>

### Claim Example 5

<b>Policy type</b>	Contents insurance
<b>Content sum insured</b>	\$20,000
<b>Basic excess</b>	\$500
<b>Loss or damage</b>	Theft of your motor vehicle accessories stored in the garage
<b>How we settle your claim</b>	<p>The accessories cost \$3,000 to replace:</p> <ul style="list-style-type: none"><li>• we pay you the item limit of \$2,500</li><li>• less the \$500 basic excess.</li></ul> <p>Total payment to you is \$2,000.</p>

# How To Resolve A Complaint Or Dispute

## 1. Talk to us first

If you have a complaint, the first thing you or your insurance adviser should do is speak to a staff member in the area concerned. If your complaint relates specifically to a claim, speak with the claims officer managing your claim.

If the staff member or claims officer are unable to resolve the matter for you, you or your insurance adviser may speak to a manager. If you are not satisfied with the decision, you can go to step 2.

## 2. Seek a review

If the matter is still not resolved, the manager will refer you or your insurance adviser to the relevant internal dispute resolution area who will conduct a review of your dispute.

If you are still not satisfied with the decision, you can go to step 3.

## 3. Seek an external review

You are entitled to seek an external review of the decision. The dispute resolution area will provide you or your insurance adviser with information about the options available to you, such as referring you to the external dispute resolution scheme administered by the Australian Financial Complaints Authority (AFCA). The AFCA is contactable on 1800 931 678 (free call).

Further information about the complaint or dispute resolution procedures is available by contacting us

See **back cover** for **contact details**

# Financial Claims Scheme

You may be entitled to payment under the financial claims scheme in the event that Insurance Australia Limited trading as CGU Insurance becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au)

# Glossary

**accidental loss or damage**  
damage to, loss or destruction of the buildings that make up your home, or your contents and valuable items, when it is caused by an unintentional act, or an unforeseen and uncontrollable incident.

**endorsement schedule**  
a document that includes any information from the existing schedule that has not changed or varied, and confirms any alteration to the coverage, terms and conditions of your policy.

**excess**  
the amount you pay when you make a claim on your policy. The amount and type of excess that may apply to your policy is shown on your current schedule and in this PDS.

**fixtures and fittings**  
any household items or household equipment that are permanently attached to your buildings.

**flood**  
flood means the covering of normally dry land by water that has escaped or been released from the normal confines of:  
(a) any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or (b) any reservoir, canal or dam.

**goods you use for earning your income**  
stock and tools of trade. You would normally receive a tax deduction for these items. They do not include office and surgery equipment.

**incident**  
a single occurrence or a series of occurrences, including an accident or series of accidents, arising out of one event.

**malicious act**  
an act done with intent and without your consent.

**office and surgery equipment**  
office and surgery equipment items that are normally needed in an office or surgery that you use for earning your income in your own business. You would normally receive a tax deduction for these items. They do not include tools of trade.

**period of insurance**  
the length of time between the start date and end date of your policy, as listed on your current schedule.

**pet**  
a domestic animal that you keep in your home or at your home.

**premium**  
the total amount you pay for your insurance that includes applicable government taxes such as GST, and any duties or charges payable by you. It is shown on your current schedule. You can pay your premium annually in one lump sum, or by instalments.

**schedule**  
your current schedule is a document outlining the details of your insurance cover. Your schedule may be called a policy, renewal or endorsement schedule.

**special conditions**  
exclusions, restrictions or extensions to cover that are imposed on specific matters or people.

**sporting equipment**

equipment designed to be used in a leisure activity that involves some element of physical activity or competition, excluding pedal cycles.

**strata title**

title under a strata title or similar community title scheme where separate parts of the scheme building(s) have a separate legal title. Strata title usually applies to high rise apartments, townhouses, villas or duplexes.

**sum insured**

your nominated replacement value at today's prices for your buildings or contents. This will be listed on your schedule.

**Supplementary Product Disclosure Statement (SPDS)**

a separate document that updates, corrects or adds to the information contained in this PDS.

**terrorism**

any act which may involve the use of, or threat of, force, violence or biological or chemical warfare, or nuclear pollution or contamination or explosion where the purpose of the act is to further a political, religious, ideological aim, or to intimidate or influence a government or any section of the public.

**total loss**

when we decide that it is uneconomical to repair or rebuild your buildings or contents.

**unoccupied home**

a home that no-one has lived in for 90 consecutive days or more.

**us, we and our**

refers to:

Insurance Australia Limited  
ABN 11 000 016 722  
AFSL 227681  
trading as CGU Insurance

**you and your**

the person or people named as the insured on your current schedule.

If more than one person is named as the insured, we will treat a statement, act, omission or claim by any one of these people as a statement, act, omission or claim by them all. If you are making a claim, 'you' also includes your domestic partner, you or your partner's unmarried children, and you or your partner's parents who normally live with you.

**your buildings**

buildings that you own or are legally responsible for.

**your contents**

contents that you own or are legally responsible for.

**your home**

where your buildings or contents are located. This includes any land or other area that touches your home and for which any statutory authority has made you responsible, but it does not include the nature strip outside your home. Your home is located at the situation shown on your current schedule.

**your policy**

the contract between you and us which provides you with insurance cover in exchange for a premium. Your policy is made up of two documents:

- this Product Disclosure Statement and policy booklet (PDS) and any supplementary PDS, **plus**
- your current schedule.

# Notes

# Notes

# Notes

## **The insurer – Domestic Workers' Compensation**

If your home is in Western Australia, Tasmania or the Northern Territory, the insurer providing the Domestic Workers' Compensation optional cover is Insurance Australia Limited trading as CGU Workers Compensation, abn 11 000 016 722.

## **Intermediary remuneration**

Insurance Australia Limited trading as CGU Insurance pays remuneration to insurance intermediaries when we issue, renew or vary a policy the intermediary has arranged or referred to us. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration we may pay your intermediary, you should ask your intermediary.

## **Updating Product Disclosure Statement**

Information in this Product Disclosure Statement (PDS) may need to be updated from time to time where required and permitted by law. You can obtain a paper copy of any updated information without charge by calling us on the contact details provided in this document. If the update is to correct a misleading or deceptive statement or an omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the policy, we will provide you with a new PDS or a Supplementary PDS.

For your nearest branch visit:  
[ajg.com.au](http://ajg.com.au)

Preparation date 30/06/2019  
C0037 REV3 05/19

