



Underwritten by:

**Allianz** 

Arthur J. Gallagher

## **Accidental Damage Home Insurance**

Product Disclosure Statement  
and Policy Document.



**Arthur J. Gallagher**  
BUSINESS WITHOUT BARRIERS™

## **About Arthur J. Gallagher**

Arthur J. Gallagher is the world's fourth largest insurance broking and risk management company. Arthur J. Gallagher has an extensive national broking network in metropolitan and regional Australian locations providing broking solutions to a wide range of clients from small to medium enterprises through to large multi-national corporations, as well as affinity partners and associations. Globally, the Arthur J. Gallagher insurance broking operation maintains a network of more than 400 offices throughout 22 countries.

Arthur J. Gallagher is a broking organisation, which in Australia includes Arthur J. Gallagher & Co (Aus) Limited, ABN 34 005 543 920, AFSL No. 238312, Instrat Insurance Brokers Pty Ltd., ABN 84 088 119 297, AFSL No. 235103 and Arthur J. Gallagher (2) Pty. Ltd. ABN 63 062 672 173, AFSL No. 238177.

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

# Welcome to the Arthur J. Gallagher Accidental Damage Home Insurance Policy

This is an important document. If you cannot read and understand English, please use an interpreter to explain it to you before entering into this contract of insurance.

## Important information about Arthur J. Gallagher's advice

Any advice Arthur J. Gallagher gives about this policy does not take into account any of your particular objectives, financial situation or needs. For this reason, before you act on Arthur J. Gallagher's advice, you should consider the appropriateness of the advice taking into account your own objectives, financial situation and needs. Before you make any decisions about whether to acquire this policy we recommend you read this PDS.

Arthur J. Gallagher Accidental Damage Home Insurance  
Product Disclosure Statement

This Product Disclosure Statement (PDS) contains two sections:

- Important Information – contains general information about your Accidental Damage Home insurance policy; and
- The Arthur J Gallagher Accidental Damage Home Insurance Policy – contains the terms and conditions of your accidental damage home insurance policy.

To assist you to locate specific items in this PDS, a table of contents is provided on pages 3 to 5.

Please read this PDS before you apply for insurance.

If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

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

Preparation date: 07/08/2015.

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# Important information

## The purpose of this Product Disclosure Statement (PDS)

The PDS has been prepared to assist you in understanding your Accidental Damage Home insurance policy and making an informed choice about your insurance needs.

This PDS sets out important information about the insurance and the terms and conditions and limitations of the policy. The policy terms and conditions are set out in this PDS under the heading “The Arthur J. Gallagher Accidental Damage Home Insurance Policy” commencing on page 9.

## Who is the insurer

Allianz Australia Insurance Limited is the insurer providing the cover under Part A – Buildings and Contents and Part B – Personal Effects. Our Australian Business Number is 15 000 122 850. Our Australian Financial Services Licence Number is 234708.

Allianz Australia Insurance Limited is the insurer providing the cover under Part C – Workers’ compensation if your situation is in the Australian Capital Territory, Western Australia, Tasmania or the Northern Territory. Our Australian Business number is 15 000 122 850.

In this policy the insurer is called “we”, “us” or “our”.

## How to contact us

For all enquiries, please contact your Arthur J. Gallagher representative.

## Your cooling-off period

We will refund all premium paid for cover under your policy if you request cancellation within 30 days of its commencement.

To do this, you must advise us in writing and return the schedule to your Arthur J. Gallagher representative.

You will not receive a refund if you have made a claim under your policy.

## How to apply for insurance

Complete our application form. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

## How to make a claim

When something happens that you believe you can claim for, please contact us as soon as possible. Details about making a claim are shown in the insurance policy terms and conditions under “How to make a claim”.

## Calculating your premium

The premium payable by you for this insurance will be shown on your schedule. The key factors that influence the premium calculation are reflected in the questions asked, and information sought, at the time of your enquiry or application for home insurance. These include factors relating to the type of property being insured, where the property is located, the type of construction of the property and your previous insurance and claims history.

Premiums are subject to Commonwealth and state taxes and/or charges. These include the Goods and Services Tax and stamp duty. We also include an amount estimated to cover Our obligation to pay any applicable government Fire Service Levy in relation to the Policy. The amount of these taxes and/or charges will be shown on your schedule.

## Paying your premium

The insurance applies for the period for which you have paid us (or agreed to pay us) the premium.

You may pay your premium by cash, cheque or credit card. If your cheque or credit card is dishonoured by your financial institution, you are not insured.

You can also pay your premium by instalments direct from a financial institution account or from your credit card. You cannot make a claim under this policy if you owed us more than one month's premium when the event you want to claim for happened.

If you pay your premium by instalments and you are more than one month behind, we can cancel your policy without notice.

If you have a total loss, we shall deduct the instalments for the remaining period of insurance from the amount we pay you.

## Intermediary remuneration

Allianz 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.

# The Arthur J. Gallagher Accidental Damage Home Insurance Policy

## Your Policy

Your policy is a contract of insurance between you and us.

Your policy includes information on the following:

- When you are covered
- Who is covered under your policy
- What you are covered for
- What your policy does not cover
- Excesses that may apply
- How we pay claims

If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out as described in this policy.

Our agreement with you is made up of your application, your current schedule and this policy, as well as any endorsements we send to you.

Together, they make up your insurance contract with us.

Read them carefully and store them together in a safe place.

We recommend that you keep receipts for major items you purchase.

## When you are covered

Your insurance begins when we accept your application. The commencement date of your insurance will be shown on the schedule we will send you.

We will not cover your buildings or your contents for a period of 48 hours from the time of the commencement of your insurance for loss or damage caused by:

- bushfire or grassfire; or
- a named cyclone.

We will provide cover however if:

- This insurance commences directly after another insurance policy covering the same property expired without a break in cover;
- You have entered into a contract of sale to purchase the property; or
- You have entered into a contract to lease the property.

## Who is covered under your policy

The person whose name is set out in the schedule is insured. The following people are also insured, as long as they normally live with that person named in the schedule:

- That person's partner;
- Children of that person;
- Children of that person's partner;
- That person's parents; and
- That person's partner's parents.

In this policy all these people are called "you" or "your".

## Words that have a special meaning

In this policy there are words that have a special meaning. These words are listed below. If the meaning of a word is not shown below, we tell you on what page the meaning is printed.

**“Your buildings”** This is on pages 27 to 28 under “What are your buildings”.

**“Your contents”** This is on pages 28 to 30 under “What are your contents”.

**“Excess”** means the amount of money you will pay if you have a claim. We will reduce the amount we pay you for your claim by the amount of your excess. The amount of your excess is shown on your schedule and the earthquake excess and application of the excess is shown on page 33.

**“Flood”** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified); another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal; or
- a dam.

**“Occupied”** means your buildings are occupied if they are furnished so that they are comfortably habitable and you or someone with your consent has resided in the buildings overnight.

**“Personal effects”** This is on page 43 under “What are personal effects”.

**“Schedule”** means the most current document we give you which sets out the details of your insurance cover. You receive a schedule when you first take out your insurance and again

when the policy is renewed or changed. Your schedule may be called a policy, renewal or endorsement schedule.

**“Situation”** means the place where the buildings and/or contents are located and is shown on your current schedule. We will show this place on all schedules we give you. We also refer to the situation as the risk address.

**“Valuable items”** This is on page 29 under “Valuable items” and on page 43 under “What are personal effects”.

# Part A – Buildings and Contents

## Accidental Damage cover

### What is covered

Your buildings and/or your contents as set out in your schedule are covered if they are destroyed, lost or damaged. They are covered only if you own them, or are liable for them.

If you only cover your buildings, the cover provided under the policy for destruction, loss or damage does not apply to your contents.

If you only cover your contents, the cover provided under the policy for destruction, loss or damage does not apply to your buildings.

Your buildings and your contents are covered while at your situation. Cover for your contents while away from your situation is provided subject to the conditions and limitations set out on page 32.

We will cover your buildings and your contents for accidental loss or accidental damage. There is some loss or damage we will only cover under specific conditions. This is accidental loss or accidental damage caused by:

- Landslide or subsidence. Cover only applies when the landslide or subsidence occurs within 72 hours of, and as a direct result of, one of the following:
  - Storm, tsunami, rainwater, hail, snow or wind;
  - Explosion;
  - Earthquake; or
  - Liquid that escapes from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or a drain.

This cover also applies to gates, fences or retaining walls that are entirely or partly at the situation.

- Burning out of an electric motor. If an electric motor burns out, we will repair, reinstate or replace it. We decide which one we will do. We will only do this if the electric motor is 15 years old or less.
- Where your schedule shows that you are covered for Flood, we will pay for physical loss or damage caused by Flood or Flood water combined with run-off and/or rainwater. We will not pay for:
  - loss or damage caused by storm, rainwater or run-off (except where the run-off and/or rainwater is combined with Flood water).
  - loss or damage caused by action of the sea, high water or tidal wave;
  - loss or damage caused by:
    - soil movement including erosion, landslide, mudslide or subsidence, unless it is directly caused by and occurs within 72 hours of the Flood;
    - shrinkage or expansion of earth or land; hydrostatic pressure;
  - loss or damage to gates or fences if they are not well maintained and are not in good order and repair;
  - loss or damage to retaining walls;
  - loss or damage to swimming pool and spa covers, their liners or their solar domes;
  - loss or damage to pontoons, jetties or bridges; or the cost of cleaning mud or debris out of tanks, swimming pools or spas
  - Flood, if you have removed this cover from your policy.

## What we will not pay for

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

- Landslide or subsidence except as described on page 13;
- Settling, shrinkage or any movement of earth;
- Erosion;
- Water entering your buildings:
  - through an opening made for any building, renovation or repair work; or
  - because of a structural defect, faulty design or faulty workmanship when your buildings were constructed.
- Flood, unless your schedule shows that you are covered for flood.
- 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, faulty workmanship, structural defects or faulty design;
- Malicious damage or vandalism by a tenant;
- Theft from any part of the buildings which you share with another person who is not insured under this policy;
- Theft by a tenant;
- Deliberate or intentional acts by a tenant; or
- Mechanical or electrical breakdown other than an electric motor burning out, unless the breakdown results in loss or damage to your buildings or contents.

## Additional things we will pay for when you have insured your buildings

If you have cover for your buildings, the following will be paid in addition to the sum insured as listed on your schedule.

We will pay these costs when they relate to loss or damage caused by or arising from accidental loss or accidental damage that is covered by this policy:

- If your buildings are unable to be lived in after loss or damage has occurred, we will pay your rental costs, or loss of rent if applicable. In both cases, the amount we will pay will not exceed the amount that your buildings could have been rented out for each week if the loss or damage had not occurred.

We will pay these amounts for up to 12 months. The most we will pay under this benefit is 20 per cent of your buildings sum insured, as listed on your schedule.

We will only pay your rental costs or loss of rent if your buildings are unable to be lived in after loss or damage has occurred.

If you normally live in the buildings, we will also pay the costs of alternative accommodation for your pets, and your additional living expenses, up to \$1,000.

We will reduce the amount we pay under this benefit by any amount you receive in respect of the following:

- you receive any payment for rent from another source; or
  - you do not need to rent another property.
- We will pay to make modifications to your buildings if you are injured as a result of loss or damage to your buildings. We will only pay for modifications if the injury results in permanent paraplegia or permanent quadriplegia and the modifications are required for you to continue to live at the situation. The most we will pay is \$25,000.
  - We will pay your legal costs to discharge your mortgage if your claim is for a total loss.

- We will pay to replace the Certificate of Title to your situation if it is destroyed or damaged.
- We will pay the reasonable costs of demolishing and removing and disposing of any buildings debris when damage or loss occurs up to a maximum of 15% of the buildings sum insured.
- We will pay the reasonable costs of architects, surveyors and engineers and also pay any legal fees that arise from reinstating your buildings when loss or damage occurs up to a maximum of 10% of the buildings sum insured.
- If a key to an external door lock of your buildings or a key to an external window lock of your buildings, is stolen, lost or you have reason to believe that they have been duplicated, we will pay the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item. We decide which one we will do.
- If we agree to pay you for loss or damage to your buildings, we will increase your sum insured for your buildings by the amount the Consumer Price Index (all groups) has increased since you took out your policy or last renewed it.
- You are fully insured again for your buildings for the amount shown in your schedule following a claim 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 buildings will end. However, liability cover in relation to your buildings formerly occupied by you will continue beyond the expiry date of your policy until the earliest of;
  - a. any construction commencing at the situation,
  - b. the sale of the situation or any part of it,
  - c. another Policy that includes liability cover being taken out in relation to the situation,
  - d. the commencement of construction of a building to replace the insured building at another situation, or
  - e. six months from the date of the damage that caused the total loss.

- 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.
- We will cover your trees, plants, shrubs or lawns for loss or damage by an insured event other than storm. We will pay to replace your trees, plants, shrubs or lawns. We will not pay for loss or damage caused by a weather related event.
- If you have cover for your buildings and you have entered a contract to sell your home, we will extend your buildings cover under the policy to the purchaser from when the purchaser becomes liable for any damage to the home until the contract is settled or terminated, or until the purchaser insures the home, whichever happens first.
- If this Policy insures your building, which is your primary residence, we will pay up to \$1,000 in any one period of insurance if your unfixed building materials (building materials awaiting installation) are lost or damaged at the situation due to an event covered by this Policy. Cover only applies to building materials intended to be used for repairs, alterations or additions to your building at the situation. (We do not insure soil, sand, gravel, bark or mulch or any similar materials.) We do not cover any gas or electrical appliances unless they are in a locked and fully enclosed part of the building where those items are not visible from the outside of the building.
- If your building has been totally destroyed after loss or damage has occurred and we have agreed to rebuild your building, we will pay up to a maximum amount of \$5,000 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.

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 wiring;
- foundation or tank stand;
- water pipes; and
- installation costs.

A grey water recycling system includes:

- recycling system;
- distribution pipes and connectors;
- outlet housings; and
- installation costs.

## Additional things we will pay for when you have insured your contents

If you have cover for your contents, the following will be paid in addition to the sum insured as listed on your schedule. We will pay these costs when they relate to loss or damage caused by or arising from accidental loss or accidental damage that is covered by this policy.

- We will pay up to \$2,000 (including GST) to reinstate, reproduce or restore your documents if they are damaged while contained at the situation or in a bank vault. This includes the information contained on the documents.
- If any of your credit, debit or stored value cards are fraudulently used after they are lost or stolen or are fraudulently used on the internet, we will pay up to \$5,000 in total to the financial institutions that issued them. We will only pay if you complied with the terms on which the cards were issued.
- We will pay the reasonable costs of alternate accommodation for up to 12 months. The most we will pay for these costs is 20 per cent of your contents sum insured, as listed on your schedule. We will only pay for these costs when, and only for the period for which, you are unable to live at your situation after loss or damage has occurred. We will also pay for alternative accommodation for your pets and your additional living expenses up to a maximum of \$1,000.

We will reduce the amount we pay you under this benefit by any amount you receive in respect of the following:

- We pay you for rent following damage to your buildings;
  - You receive any payment for rent or accommodation from another source; or
  - You do not need to pay for alternate accommodation.
- If you are unable to live at your situation after loss or damage has occurred, we will pay the reasonable costs to remove and store your contents while your situation is

being repaired. We will pay this for up to 12 months. We will also cover your contents while they are in storage. We will only pay for this when you are unable to live at your situation.

- If guests, employees, exchange students or visitors to your situation bring their own contents with them, we will regard those contents as belonging to you. The most we will pay is \$5,000 if these contents are lost or damaged. This cover is subject to the list of contents items and limits shown on pages 28 to 30, under "What are your contents". We will not pay if these contents are already insured under another policy by someone other than you.
- We will cover your contents for loss or damage while they are in a commercial storage facility in Australia up to the total contents sum insured, as listed on your schedule. However, we will not cover jewellery, money or negotiable instruments.

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 cover your contents for loss or damage while they are being transported by a vehicle to your situation, a new situation 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.

- If a key to an external door lock of your buildings, or a key to an external window lock of your buildings, is stolen or lost, or you have reason to believe that they have been duplicated, we will pay the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item. We decide which one we will do.
- We will pay the reasonable costs of removing any contents debris when damage or loss occurs.
- We will pay the reasonable costs you have to pay a security firm to attend your situation in response to your monitored burglar alarm system. We will only pay these costs when there is:
  - A burglary; or
  - An attempted burglary.

We will not pay these costs when there is:

- A false alarm; or
- No evidence of an attempted burglary. The most we will pay is \$2,000.
- If we agree to pay you for loss or damage to your contents, we will increase your sum insured for your contents by the amount the Consumer Price Index (all groups) has increased since you took out your policy or last renewed it. This increase does not apply to any special contents you have insured.
- You are fully insured again for your contents for the amount shown in your schedule following a claim 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.
- We will pay up to \$5,000 during any one period of insurance for your costs and expenses incurred to restore your identity from its unauthorised use if you are a victim of identity theft.

We will pay for:

- a. loss of wages up to \$2,000 per week and \$5,000 in total that would have been earned but were not, solely because it was necessary for you to rectify records as a result of your identity theft;
- b. additional loan application fees incurred as a result of reapplying for loans because you have been declined due to incorrect credit information as a result of your identity theft;
- c. costs for telephone calls, faxes and postage costs to restore your identity; and
- d. legal fees and court costs, incurred with our approval. This includes:
  - legal expenses for defence against a business and collection agencies as a result of your identity theft;
  - legal expenses for removal of any wrongly recorded civil prosecutions or to challenge the accuracy of any Australian credit reporting agency or bureau; or
  - preparation of legal statements required by the police, your bank or credit provider.

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

- a. you, your family or your or their collusion;
- b. an ex-partner;
- c. someone who normally lives or has lived also with you;  
or
- d. you or your family committing an illegal or dishonest act;
- e. you breaching any terms or conditions imposed by any financial institution, in relation to the safe keeping of your personal identification number or password;

We also do not pay for any:

- a. debts as a result of your identity theft;
  - b. costs or expenses in relation to any business activity;
  - c. costs or expenses incurred outside of Australia; or
  - d. costs that are or could be reimbursed from another party, for example, a financial institution or your credit card provider.
- We will pay for spoilage of perishable food in a domestic refrigerator, freezer or deep freeze unit caused by:
    - a. Loss of power supply to the unit;
    - b. Any breakdown or failure of the unit or any of its components;
    - c. Escape of the refrigerant or fumes occurring during the period of insurance.

We will not pay if the spoilage is caused by:

- a. Flood, if you have removed this cover from your policy;
- b. industrial action;
- c. any deliberate act;
- d. the breakdown or failure of any motor more than 15 years old.

The cover provided by this benefit is limited to one claim in any one period of insurance.

## Additional things we will pay for when you have insured your buildings and/or contents

If you have cover for your buildings and/or contents, the following will be paid in addition to the sum insured. If you have insured your buildings and contents, we will only pay once for an event.

- 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 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.

- We will pay for the fees that you must pay to an accountant when your personal financial affairs are audited by the Federal Commissioner of Taxation. You must advise us of any such audit prior to the fees being incurred. The most we will pay during any one period of insurance is \$5,000. We will not pay claims for:
  - Any audit that relates to a criminal prosecution;
  - Fees for work performed outside the time limits allowed by the Federal Commissioner of Taxation; or
  - Any fines, penalties or adjustments of taxation.
- We will pay up to \$1,500 for veterinary expenses if your pet is injured or killed as a result of a road accident, fire, lightning, earthquake, burglary or attempted burglary.

- We will pay reasonable expenses to protect your buildings or contents from further damage following insured damage we have agreed to cover.
- We will pay up to \$500 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.
- If you cannot live at the situation because a government authority denies you access, 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.
- 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.

- If you or a member of your family require counselling as a direct result of fire or theft at the situation, we will pay you up to \$1,000 for each claim for counselling. The most we will pay is \$1,000 per person, \$2,000 for any one period.
- We will pay legal costs and expenses you are liable to pay following legal proceedings brought by you, or against you, in Australia.

You must advise us of any legal proceedings brought by you, or against you. We will only pay claims notified to us during the period of insurance shown on your current

schedule. We will only pay the legal costs and expenses incurred with our prior written consent. The most we will pay during any one period of insurance is \$5,000.

We will not pay legal costs and expenses relating to:

- Spouse or partner disputes including, but not limited to, divorce, child maintenance, or custody and property disputes;
- Claims for death, bodily injury to, or disease of, any person;
- Claims where cover is available under a standard form of motor vehicle, house owners or householders, motorcycle, caravan or boat insurance;
- Any criminal charge or prosecution brought against you;
- Any alleged or actual road traffic offence or boating offence committed by you;
- Any matter arising out of your business or profession;
- Any matter arising out of an incident where there is insurance required by law that provides cover for your liability, or it was available to you, and you did not take it out;
- Any award of damages made against you; or
- Any penalties, fines or awards of aggravated, exemplary or punitive damages made against you.

## What are your buildings

- Residential buildings 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 unless you are the contracting seller or purchaser in which case these items will be deemed buildings until settlement.

- Infrastructure for services, including infrastructure for the supply of electricity, gas, water, the internet and telephone.
- Items built in, or fixed to, or on, the buildings.
- Blinds or awnings on the outside of the buildings.
- Landscaping, paved terraces, paved pathways and paved driveways, retaining walls, fences and gates entirely or partly on the site.
- Jetties, wharfs, pontoons and moorings used for domestic purposes.
- Anything permanently built, permanently constructed or permanently installed on your property for domestic purposes, including inground swimming pools.

## What are not your buildings

- Property that a tenant is liable for under the terms of a rental agreement.
- Plants, shrubs, trees or grass except as provided for under "Additional things we will pay for when you have insured your buildings and/or contents".

## What are your contents

- Household goods that are not used for earning income.
- Goods that you use for earning your income while they are at your situation. You would normally receive a taxation deduction for these. We will pay up to \$5,000 in total for these items. This does not include office and surgery equipment.
- Office and surgery equipment that you use for earning your income while it is at your situation up to a maximum of \$10,000 in total any one claim. You would normally receive a taxation deduction for these.
- Carpets, curtains and internal blinds.
- Furniture and furnishings that are not built in.
- Portable domestic appliances that are not built in.

- Swimming pools, saunas and spas that are not permanently installed.
- Accessories for any swimming pools, saunas or spas.
- Clothing and personal effects.
- Valuable items:
  - Jewellery and watches;
  - Items that contain gold or silver (this does not include items thinly covered with gold or silver); and
  - Collections of stamps, money or medals.

We will pay up to 25 per cent in total of the contents sum insured listed on your schedule for valuable items. The most we will pay for any one item, pair, set, collection of valuable items is \$10,000.

You can increase the level of cover for valuable items by listing them on your policy as specified contents items or by choosing additional cover for valuable items under Part B – Personal Effects.

- Items thinly covered with gold or silver that are not jewellery or watches.
- Paintings and prints, tapestries, Persian or similar rugs, antiques and any other works of art.
- Projectors and screens.
- Equipment for developing and enlarging photographs.
- Processed film slides and prints. We will only pay the value of these items as unprocessed material, and the cost of processing them. However, if they were processed when you purchased them, we will pay the cost of replacement. We will not pay the costs of recreating any event.
- Tapes, cassettes, cartridges and discs, including computer software. We will only pay the value of these items when blank, unless they were pre-recorded when you purchased them.

- Data stored on any computer, computer disk or computer tape (including the cost of restoring the data). We will pay up to \$2,000 in total for this.
- Money and negotiable instruments. We will pay up to \$1,250 in total for these.
- Accessories and spare parts for the following: motor vehicles, motorcycles, caravans, trailers, watercraft, golf buggies, ride-on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis and canoes.

We will not pay if the accessories and spare parts are in, or on, motor vehicles, motorcycles, caravans, trailers, watercraft, golf buggies, and ride on mowers, wheelchairs, surfboards, sailboards, surf skis and canoes. We will pay up to \$2,000 per item and \$4,000 in total for these items.

- Landlords' fixtures and fittings that you are liable for under the terms of a rental agreement. We will not cover these fixtures and fittings if the body corporate has insured them.
- Fixtures and fittings that you have installed for your own use if you are a tenant, or the owner of a strata title unit. We will not cover these fixtures and fittings if the body corporate has insured them.
- Watercraft no more than four metres long and which do not require registration under state or territory legislation.
- Motorised golf buggies, mobility scooters, ride-on mowers, wheelchairs and motorcycles up to 125cc engine capacity and which do not require registration.
- Surfboards, sailboards, surf skis, kayaks and canoes.
- Specified contents which are listed on your schedule.

## What are not your contents

- Unset precious and semi-precious stones
- Plants and trees growing outdoors. This does not include plants and trees growing in pots or tubs.
- Animals, including birds and fish.
- Pedal cycles while they are in use for competitive racing or pacemaking.
- Equipment for taking photographs, including accessories and unprocessed film while they are being used to earn an income.
- Sporting equipment while it is being used
- Motorcycles requiring registration.
- Motor vehicles, motorcycles exceeding 125cc engine capacity, motorised go-karts, caravans, trailers or aircraft other than model or toy aircraft.
- Motorcycles while they are used for competitive racing or pacemaking
- Watercraft more than four metres long.
- Watercraft less than four metres long that require registration under state or territory legislation.
- Jet skis.

## Moving your contents to a new situation

If you are moving permanently to a new situation within Australia, we will cover your contents at the situation shown on your schedule and at your new situation. The most we will pay in total is the sum insured shown on your schedule. We will only cover your contents at your new situation for 30 days. This cover will commence from when you first start to move your contents to your new situation. We do not provide cover for your contents while they are being moved unless we have agreed to cover them under "Additional things we will pay for when you have insured your contents". You must tell us that you are permanently moving your contents to a new situation within 30 days from the day you first start to move.

## Cover for your contents away from your situation

Your contents are covered while they are away from your situation anywhere in Australia or New Zealand or in the rest of the world for up to 90 consecutive days.

Your contents are not covered if they:

- Are on the way to, or from, or in, commercial storage, unless we have agreed to cover them under “Additional things we will pay for when you have insured your contents”.
- Are in transit during a permanent removal, unless we have agreed to cover them under “Additional things we will pay for when you have insured your contents”.
- Have been removed permanently from your situation other than:
  - Sporting equipment that is stored within a club room;
  - Contents stored in a bank safe deposit box;
  - Personal belongings including sporting equipment whilst you are away from home attending school, college or university.

The following contents items are not covered while away from your situation:

- Accessories and spare parts for the following: motor vehicles, motorcycles, mini-bikes, caravans, trailers, watercraft, golf buggies, mobility scooters, ride-on mowers, wheelchairs, surfboards, surf skis and canoes if they are in a tent, vehicle, watercraft, aircraft or in the open air. Open air includes non-lockable structures and non-lockable parts of structures not at the situation;
- Goods that you use for earning your income; or
- Office and surgery equipment that you use for earning your income.

# Paying claims

## Excesses that apply when you make a claim

An “excess” is your contribution towards the cost of a claim. We will tell you if you need to pay an excess when you make a claim.

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.

For each claim for your buildings or your contents, we will reduce the amount we pay you for your claim by the amount of the excess. The amount of your excess is shown on your schedule.

Your excess will be the greater of \$250 or the excess shown on your schedule for any claim for damage or loss arising from an earthquake or tsunami. This loss or damage must occur within 72 hours of the earthquake.

When a claim is paid for loss or damage to your buildings and your contents, the excess amount will only be applied once. You will not be required to pay any excess in the event that your building or contents are a total loss or when the loss or damage is a result of a government declared natural disaster other than earthquake or tsunami.

When a claim is paid under “Additional things we will pay for when you have insured your buildings” only, or “Additional things we will pay for when you have insured your contents” only, your excess will not apply. Sum insured, limits and sub-limits of liability shall apply in addition to, and shall not be reduced by, the amount of any applicable excess.

## **The most we will pay for your buildings or your contents**

The most we will pay for any claim for your buildings or your contents is the sum insured shown on your schedule. This does not apply to amounts payable under “Additional things we will pay for when you have insured your buildings”, or “Additional things we will pay for when you have insured your contents”, or “Additional things we will pay for when you have insured your buildings and/or contents”.

There are some contents items that we will only cover up to a certain amount. See “What are your contents” on pages 28 to 30 for details of these contents items and the amounts we will pay.

## **How we pay a claim for your buildings**

When loss or damage occurs to your buildings, we will pay the cost of rebuilding your buildings or repairing the damaged portions to the same condition as when they were new.

We will also pay any additional costs required for your buildings to comply with government or local authority bylaws. We will not pay these additional costs if you were required to comply with these bylaws, and had not done so, before the loss or damage occurred.

Rebuilding or repairing your buildings must commence within six months of the loss or damage occurring. If it does not commence within six months, we will do one of the following:

- Reinststate or repair your buildings to the condition they were in just before the loss or damage occurred;
- Pay you the cost of reinstating or repairing your buildings to the condition they were in just before the loss or damage occurred; or
- Pay you the value of the land and your buildings just before the loss or damage occurred. We will reduce this payment by the value of your land and your buildings after the loss or damage occurred.

We decide which one we will do.

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

We will try to match any material used to repair your buildings with the original materials. If we cannot, we will use the nearest equivalent available to the original materials. We will not pay any costs for replacing undamaged property.

If the damage was caused by liquid that escaped from a bath, basin, sauna, spa, shower base or shower wall, we will pay the costs to repair your buildings. We will not pay the costs to repair or replace the bath, basin, sauna, spa, shower base or shower wall.

## **How we pay a claim for your contents**

When loss or damage occurs to any of your contents items, we will do one of the following:

- Replace the item with the nearest equivalent new item;
- Repair the item to the condition it was in when new; or
- Pay you the cost of replacement or repair. We decide which one we will do.

We will pay the cost of replacement for:

- Carpets;
- Wall, floor and ceiling coverings; and
- Internal blinds and curtains

only in the room, hall or passage where the loss or damage occurred.

When an item is part of a pair, set, system or collection, we will only pay for the value of the item itself. The most we will pay is the value that the item has as a proportion of the combined pair, set, system or collection. We will only pay the cost of replacing the item even though the pair, set, system or collection to which it belongs is less valuable because it is incomplete.

If a claim relates to replacement of lost or damaged refrigerators, freezers, washing machines, clothes dryers and dishwashers, with less than a 3 Star Energy Rating, we will replace these items with items that have a minimum 3 Star Energy Rating.

## Your liability cover

### What you are covered for

- If your policy covers your buildings, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:
  - the death of, or personal injury to, any person; and/or
  - the loss of, or damage to, propertyresulting from an occurrence during the period of insurance arising out of the ownership of your buildings or occupancy of your buildings;  
For this liability cover only your buildings include land, trees, shrubs and other plant life.
- If your policy covers your contents and you live in a rented building, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:
  - the death of, or personal injury to, any person; and/or
  - the loss of, or damage to, propertyresulting from an occurrence during the period of insurance arising out of the ownership of your contents or occupancy of the building. This does not include any amount you have to pay because you are the owner of your buildings.
- If your policy covers your contents and you own part of a building that is a strata titled residence, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:
  - the death of, or personal injury to, any person; and/or
  - the loss of, or damage to, property

resulting from an occurrence during the period of insurance arising out of the ownership of your contents or occupancy of the part of the building you own.

- If your policy covers your contents, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:
  - the death of, or personal injury to, any person; and/or
  - the loss of, or damage to, property

resulting from an occurrence during the period of insurance anywhere in the world. This does not include any amount you have to pay because you are the owner or occupier of your buildings.

## Definitions for your liability cover

“Personal injury” means bodily injury, shock, mental anguish or mental injury, libel, slander or defamation of character, including death.

“Personal injury” does not include the publication or utterance of a libel or slander:

- made prior to the commencement of the period of insurance;
- made by or at the direction of you with knowledge of its falsity; or
- relating to advertising, broadcasting or telecasting activities by or on behalf of you.

“Bodily injury” means physical bodily harm including sickness or disease that results from it and required care, loss of services and/or resultant death.

“Damage to property” means physical injury to or destruction of tangible property, including the loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits and similar instruments but does not include the value represented by such instruments.

“Occurrence” means:

- A single incident that is not intended or expected.
- A series of incidents or continuous or repeated exposure to substantially the same general conditions, which:
  - are not intended or expected; and
  - have the same cause; or
  - are attributable to the same source.

An “occurrence” includes continuous or repeated exposure to substantially the same general conditions. We regard all death, personal injury or loss or damage to property arising from one original source or cause as one occurrence.

### **Limit of your liability cover**

The most we will cover for any liability claim is \$20,000,000 for any one occurrence.

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

### **Additional benefits**

If your policy covers your buildings or contents, or both, your liability cover includes the following additional benefits:

#### **Defence costs**

In addition to the limit of your liability cover, if we agree you are entitled to liability cover under this policy in respect of an occurrence, we will also pay legal costs incurred with our consent to defend the claim.

#### **Expenses incurred in attending court**

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 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; or
- 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 twelve 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.

**If your policy covers your contents, your liability cover also includes the following additional benefit:**

**Committee members/Sporting or social clubs/community organisations**

We cover you for any claim made against you for compensation or expenses which you become legally liable in Australia to pay following an alleged or actual act or omission. We will only pay for your liability in connection with your position as a committee member of a sporting or social club or community organisation. We will not cover you if you receive more than \$1,000 per year for holding this position.

The claim must be made against you within the period of insurance stated in the schedule. The most we will pay under this additional benefit, including legal costs, during any one period of insurance, is \$10,000.

## What you are not covered for

These exclusions apply to your liability cover and additional benefits.

We will not cover any liability arising from:

- Use of a motor vehicle, motorcycle, mini-bike, aircraft or watercraft, however we will cover liability that:
  - arises from the ownership, custody or use of any:
    - Motorised golf buggy, mobility scooter, ride-on mower, wheelchair and motorcycle up to 125cc engine capacity and which do not require registration.
    - Any domestic trailer not attached to any vehicle;
    - Model or toy aircraft;
    - Surfboard, sailboard or surf ski; or
    - Watercraft no more than four metres long and that do not require registration under state or territory legislation. This does not include jet skis;
- Use of a caravan or trailer when the caravan or trailer is attached to a motor vehicle or motorcycle;
- Any agreement or contract you enter into. We will pay for your liability if you would have been liable without the agreement or contract;
- The use, removal of or exposure to any asbestos product or products containing asbestos;
- Gaining a personal profit or advantage that is illegal;
- A conflict of duty or interest;
- Any act or omission that is dishonest, fraudulent, criminal, wilful or malicious;
- Any loss that can be reimbursed by your sporting or social club or community organisation;

- Any alleged or actual act or omission committed, or alleged to have been committed, prior to the commencement of the policy;
- Any disease that is transmitted by you, or any member of your family who normally lives with you; or
- Any business, profession, trade or occupation carried on by you. This does not include being a committee member of a sporting or social club or community organisation provided that you do not receive more than \$1,000 per year for holding this position.

We will not cover any:

- Penalties, fines or awards of aggravated, exemplary or punitive damages made against you;
- Personal injury to you, or any member of your family who normally lives with you, or any other person who normally lives with you;
- Personal injury to any person you employ and that injury arises from their employment with you;
- Damage to or loss of property that belongs to you, or any member of your family who normally lives with you, or any other person who normally lives with you;
- Damage to or loss of property that belongs to any person you employ and that damage or loss arises from their employment with you; or
- Alterations, repairs, renovations or additions to your buildings that cost more than \$100,000.

We will not cover any liability for claims arising directly or indirectly from or in any way connected with, the existence, use, operation or maintenance, at any time, of electronic mail, a computer virus, an internet site or other internet based service, intranet or any website.

The general exclusions that apply to Part A and Part B on pages 46 to 47 also apply to your liability cover and additional benefits.

## Strata title mortgage protection cover

This section of the policy only applies when your schedule shows that you have requested cover for mortgage protection. It applies when you own part of a building that has been subdivided, usually into strata title units, and you have a mortgage on that part of the building.

We will cover the part of the building that you own for loss or damage on the same basis as set out in "Part A – Buildings and Contents".

We will pay up to the amount you owe on your mortgage but no more than the buildings sum insured shown on your schedule. We will pay this to your mortgagee when you are required to pay your mortgage in full following a loss. We will only pay this when the body corporate has not insured the buildings or it has not insured the buildings for damage that you can claim for under this policy.

# Part B – Personal Effects

This section of the policy only applies when your schedule shows that you have requested cover for Personal Effects.

Contents are automatically covered whilst temporarily removed in accordance with “Cover for your contents away from your situation” on page 32 however limits apply. If cover for higher amounts is required please select this cover.

## What are personal effects

- Valuable items:
  - Jewellery and watches;
  - Items that contain gold or silver (this does not include items thinly covered with gold or silver); and
  - Collections of stamps, money or medals.
- Special valuable and personal items which are listed on your schedule as specified personal effects.

## What are not personal effects

- Unset precious and semi-precious stones.
- Motor vehicles, motorcycles, caravans, trailers, aircraft, or accessories or spare parts of any of these items.
- Watercraft more than four metres long.
- Watercraft less than four metres long that require registration under state or territory legislation.
- Personal watercraft (e.g. jet skis).

## When we will pay

Your personal effects are covered for accidental loss or damage, provided that the accidental loss or accidental damage happens within Australia or New Zealand. You only have cover for accidental loss or accidental damage that happens outside of Australia and New Zealand if the loss or damage occurs within 90 consecutive days after you leave Australia.

## When we will not pay

We will not pay if the accidental loss or accidental damage is caused by the following:

- Rust, corrosion, gradual deterioration, depreciation, wear or tear;
- A defect in the item;
- Rats, mice or insects;
- Processes of cleaning involving the use of chemicals other than domestic household chemicals; or
- Mechanical or electrical breakdown other than an electric motor burning out. We will pay for any resultant damage following mechanical or electrical breakdown.

## Paying claims

### How we pay a claim for personal effects

When accidental loss or accidental damage occurs to a personal effect, we will do one of the following:

- Replace the item with the nearest equivalent new item;
- Repair the item to the condition it was in when new; or
- Pay you the cost of replacement or repair. We decide which one we will do.

When personal effects are part of a pair, set, system or collection, we will only pay the value of the item itself. The most we will pay is the value that the item has as a proportion of the combined pair, set, system or collection. We will only pay the cost of replacing the item even though the pair, set, system or collection to which it belongs is less valuable because it is incomplete.

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

## Limit for personal effects

The most we will pay for any one item, pair, set, collection or system for unspecified personal effects is the limit you have selected as shown on your schedule.

You can insure items, pairs, sets, collections or systems that are worth more than the above limit for their actual value as “specified personal effects”.

To do this you must advise us and the items will be listed on your schedule. The most we will pay in total for all personal effects is the amount shown on your schedule.

# What Parts A and B of the policy do not cover

We will not pay claims for loss, damage or liability arising from:

- War or warlike activity. War does not have to be declared;
- Hostilities, rebellion, insurrection or revolution. We do not provide cover for theft following these events;
- Contamination by chemical and/or biological agents, which results from an act of terrorism. Terrorism is any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public;
- Lawful destruction or confiscation of your property;
- Anything nuclear or radioactive;
- Damage to a heating element. We will pay for any resultant damage following damage to a heating element;
- Mildew, atmospheric or climatic conditions;
- Mould or fungi;
- Damage, loss or injury that you or anyone acting for you deliberately caused;
- Flood, if you have removed this cover from your policy;
- Storm surge, the action of the sea, tidal wave, high water, or erosion;
- Landslide or subsidence except as detailed on page 13;
- Any event that does not occur within the period of insurance; or
- Failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any data or to function correctly beyond any time when that item, equipment or computer

software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by this policy, however we will not cover resultant loss or damage to any frozen food, computer equipment or computer software.

# Part C – Domestic Workers' Compensation

This section of the policy only applies when your schedule shows that you have cover for domestic workers' compensation.

If you have employees, in some circumstances workers' compensation cover is compulsory. If you are unsure, check with your local Workers' Compensation Authority.

We will pay the amount you are liable to pay if a person you employ is injured while working for you. We will only pay if the person is doing domestic work for you. We will not pay if the person is working for you in your business, profession, trade or occupation.

The amount we will pay is subject to the relevant workers' compensation legislation in your state or territory.

Please refer to page 6 under "Who is the insurer".

# Policy Information

## When your cover does not apply

Your cover for your buildings, contents and specified contents will not apply if, for a continuous period of 90 days or more, no one has occupied your buildings, unless the loss or damage results from lightning, thunderbolt, riot and civil commotion, damage directly caused by impact by a vehicle, waterborne craft, space debris, aircraft, rocket, satellite, a branch, tsunami or earthquake. However, we do not insure you against any subsequent resultant damage such as rainwater entering any opening made by impact, or looting subsequent to a riot.

You can ask us to provide cover if your buildings are not going to be occupied for more than 100 days.

If we agree to provide cover, we will advise you in writing.

## You cannot give your rights away

You cannot give anyone else an interest in this policy without our written consent.

## What you are required to do for us

- You must pay us the premium for this insurance.
- You must tell us as soon as possible of anything that changes the facts or circumstances relating to your insurance.
- You must take reasonable precautions to prevent anything which could result in a claim under this policy.
- You must make sure that anyone doing anything on your behalf obeys all laws.
- You must comply with the conditions of this policy.

## **Cancelling your policy before the due date**

You can cancel this policy at any time. To do this you must tell us in writing. The policy will end when we receive your notification.

We can cancel this policy if you do any of the following:

- Make a misleading statement to us when you apply for your insurance;
- Fail to tell us anything you should tell us when you apply for this policy, renew this policy and when you change or reinstate this policy;
- Fail to comply with the conditions of this policy;
- Fail to pay the premium for this insurance;
- Are not fair and open in your dealings with us; or
- Make a claim during the period of this policy that is not true. The claim does not have to be under this policy and can be with us or another insurance company.

We may cancel this policy if there is a change in the circumstances of the risk during the period of insurance.

If we cancel this policy, we will advise you in writing. To do this, a notice will be delivered or posted to you.

## **Return of premium if your policy is cancelled before the due date**

If your policy is cancelled before the due date:

- We will keep the premium for the period that the policy was in force.
- We will return to you the premium for the period from the date the policy ended to the due date of the policy.

## How the Goods and Services Tax affects your claim

Where we make a payment under this policy for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is actually made.

Where 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 the payment by the amount of any input tax credit that you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

## The law that applies to this policy

Any disputes arising from this policy will be determined by the courts, and in accordance with the laws, of the state or territory of Australia where this policy is issued.

## How to make a claim

Please contact us when something happens that you believe you can claim for.

## What you must do when you make a claim

You must make your claim as soon as possible after you suffer a loss. If you do not make your claim within 30 days, we may reduce what we pay you by an amount to take account of any disadvantage we suffer by the delay.

You must also:

- Take all reasonable steps to stop any further loss from occurring;

- Advise the nearest police station if your property is lost or stolen, vandalised or maliciously damaged. We may ask you to give us a written report from the police;
- Keep the property that has been damaged so we can inspect it;
- Tell us about any prosecution or inquest that may be held; and
- Send us any document relating to your claim within 72 hours of you receiving the document.

## **What you must not do when you make a claim**

You must not do any of the following:

- Repair or replace any damaged property without our consent; or
- Pay, promise to pay, or offer payment, or admit responsibility for a claim.

## **You give us your rights to claim from anyone else**

If you have a right to claim against someone else for a claim you made under this policy, you give us your rights to make that claim. You also give us your rights 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.

# Other information

## Your Duty of Disclosure

Before you enter into this insurance with us, you have a duty of disclosure under the Insurance Contracts Act 1984.

The Act imposes a different duty the first time you enter into a contract of insurance with us to that which applies when you vary, extend, reinstate or replace the contract.

This duty of disclosure applies until the contract is entered into (or varied, extended or reinstated as applicable).

## Your Duty of Disclosure when you enter into the contract with us for the first time

When answering our specific questions that are relevant to our decision whether to accept the risk of the insurance and, if so, on what terms, you must be honest and disclose to us anything that you know and that a reasonable person in the circumstances would include in answer to the questions.

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

## Your Duty of Disclosure when you vary, extend, reinstate or replace the contract

When you vary, extend, reinstate or replace the contract with us, your duty is to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

## What you do not need to tell us

Your duty however does not require disclosure of any matter:

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

## **Non-disclosure**

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

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

## **Privacy Notice**

At Allianz, we give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

### **How we collect your personal information**

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

### **Why we collect your personal information**

We collect your personal information to enable us to provide our products and services, including to process and settle claims; offer our products and services and those of our related companies, brokers, intermediaries and business partners that may interest you; and conduct market or customer research to determine those products or services that may suit you. You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to our website's Privacy section at [www.allianz.com.au](http://www.allianz.com.au).

## **Who we disclose your personal information to**

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

## **Disclosure overseas**

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

## **Access to your personal information and complaints**

You may ask for access to the personal information we hold about you and seek correction by calling 1300 360 529 EST 8am–6pm, Monday to Friday. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how we deal with complaints. Our Privacy Policy is available at [www.allianz.com.au](http://www.allianz.com.au).

## Telephone call recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

## General Insurance Code of Practice – providing you with even better service

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

We keenly support the standards set out in the Code. You can obtain more information on the Code of Practice and how it assists you by contacting us. Contact details are provided on the back cover of this policy.

## Complaints – Internal and External Complaints Procedure

If you are dissatisfied with our service in any way contact us and we will attempt to resolve the matter in accordance with our Internal Dispute Resolution procedures. To obtain a copy of our procedures contact us on 13 2664 EST 8am–6pm. A dispute can be referred to the Financial Ombudsman Service Australia (FOS) subject to its terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Financial Ombudsman Service Australia  
Phone: 1800 367 287  
Post: GPO Box 3, Melbourne, Victoria 3001  
Website: [www.fos.org.au](http://www.fos.org.au)

## **If this insurance has been issued through an insurance intermediary**

If your policy has been issued through our agent, or a broker who is acting under a binder arrangement with us, then they are acting as our agent and not as your agent.

If your policy has been issued by a broker, other than a broker acting under a binder arrangement with us, then the broker is acting as your agent.

When this policy has been arranged through an intermediary, a commission is payable by us to them for arranging the insurance.

## **Financial Claims Scheme**

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under this Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria and for more information see APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 55 88 49.

## **Phoning for assistance**

If you need to clarify any of the information contained in this policy wording or you have any other queries regarding your insurance policy, please use the contact details on the back cover.

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Underwritten by:

**Allianz** 



Arthur J. Gallagher  
BUSINESS WITHOUT BARRIERS™

[www.ajg.com.au](http://www.ajg.com.au)

# Supplementary Product Disclosure Statement (“SPDS”)

## Changes to your duty of disclosure

Preparation Date: 18/10/2014

This document is an SPDS that updates and amends the Product Disclosure Statements (“PDSs”) for the following products underwritten by Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 of 2 Market Street Sydney NSW 2000 (Allianz):

- Caravan & Trailer Insurance
- Commercial Motor Insurance
- Home Insurance
- Landlord Insurance
- Motor Fleet Insurance
- Motorcycle Insurance
- Personal Accident Insurance

This SPDS is issued by Allianz and must be read together with the relevant PDS and any other SPDS that you are given which updates or amends that PDS.

The “Duty of Disclosure” section is deleted and replaced as follows:

### Your Duty of Disclosure

Before you enter into this insurance with us, you have a duty of disclosure under the Insurance Contracts Act 1984.

The Act imposes a different duty the first time you enter into a contract of insurance with us to that which applies when you vary, extend, reinstate or replace the contract.

This duty of disclosure applies until the contract is entered into (or varied, extended or reinstated as applicable).

### Your Duty of Disclosure when you enter into the contract with us for the first time

When answering our specific questions that are relevant to our decision whether to accept the risk of the insurance and, if so, on what terms, you must be honest and disclose to us anything that you know and that a reasonable person in the circumstances would include in answer to the questions.

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

### Your Duty of Disclosure when you vary, extend, reinstate or replace the contract

When you vary, extend, reinstate or replace the contract with us, your duty is to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

### What you do not need to tell us

Your duty however does not require disclosure of any matter:

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

### Non-disclosure

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

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