

# Home Building & Contents Insurance

Product Disclosure Statement  
**Accidental Damage**



# Accidental Damage

## Product Disclosure Statement

### Introduction

Thank you for choosing Us to insure You.

Please take the time to read this booklet carefully to ensure You understand what Your Policy covers, what Excesses apply and how to make a Claim. If You have any questions or need more information, please contact Your Steadfast Broker.

### About this booklet

This booklet is a Product Disclosure Statement (**PDS**) which has two (2) parts:

1. Important information which is to help You understand the insurance; and,
2. The Policy wording which sets out terms and conditions of the cover provided.

It is up to You to choose the cover You need.

Other documents may reference the PDS and We will tell You if this is the case in the relevant document.

Any advice in this booklet is general in nature only and has not considered Your objectives, financial situation or needs. You should carefully consider the information provided having regard to Your personal circumstances to decide if it is right for You.

### Updating this PDS

The information in this PDS is current at the preparation date. From time to time, We may include more up-to-date information in the PDS that is not materially adverse without notifying You. You can get more up-to-date information by contacting Your Steadfast Broker at no cost to you. If We need to, We will issue a supplementary or replacement PDS.

PDS Effective date: 5 October 2021

Version: HCAD009

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# Important Information

## About Us

Insurance Australia Limited is the issuer. Our Australian Business Number is 11 000 016 722. Our Australian Financial Services Licence Number is 227681. Our address is Level 13 Darling Park Tower 2, 201 Sussex St Sydney NSW 2000.

## About Steadfast

Steadfast Group Limited (**Steadfast**) is a public company that operates a large network of insurance brokerages in Australia known as Steadfast Brokers. This policy is available exclusively to You through a Steadfast Broker.

Steadfast does not issue, guarantee or underwrite this Policy.

## About this Policy

If We issue You a Policy, You will be given a Policy Schedule. The Policy Schedule sets out the covers You have chosen and should be read together with the Policy Wording. You should check the Policy Schedule carefully to ensure it accurately states what You have insured.

The Policy Wording and Policy Schedule form Your legal contract with Us so please keep them in a safe place for future reference.

If You require further assistance or information about this Policy, please contact Your Steadfast Broker.

## Privacy of Your Personal Information

We, along with all entities in Insurance Australia Group value the privacy of the personal information We collect about You.

We are committed to handling Your personal information in line with the privacy laws and the terms of this PDS.

## Collecting and using Your information

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.

IAL 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.

## Privacy Policy

Our Privacy Policy provides more information about how We collect, from whom We collect and how We hold, use and disclose Your personal information. Our Privacy Policy also provides information about how You can:

- access Your personal information
- ask Us to correct Your personal information, and
- complain about a breach of the privacy principles set out in the Privacy Act 1988 (Cth) and how We will deal with Your complaint.

To view Our Privacy Policy go to <https://www.ial.com.au>

## How to apply for this policy

To apply for this policy, please complete Our online application form with Your Steadfast Broker.

If We accept Your application, You will receive a Policy Schedule that sets out details of the cover You have chosen.

## The cost of this Policy

In order to calculate Your premium, We take various factors into consideration, including the level of cover requested and the property to be insured.

Factors that increase the risk to Us generally increase the premium (for example, high Claims experience or higher sums insured) and factors that reduce the risk to Us generally reduce the premium (for example, low Claims experience or lower sums insured).

Your premium, including any discounts You may be eligible for, are subject to minimum premiums. We consider the minimum amount We are prepared to sell the Policy for and may adjust Your premium to ensure it does not fall below the minimum amount. Any discounts will be applied to Your Policy, only to the extent any minimum premium is not reached. This means that any discount You may be eligible for may be reduced. When We determine Your premium on renewal, We may also limit any increases or decreases in Your premium by considering factors such as Your previous year's premium amount.

Your premium also includes amounts that take into account Our actual or estimated obligation to pay any relevant compulsory government charges, taxes or levies (for example stamp duty, GST and fire services levy). Where We are required to pay an estimated amount (for example, for fire services levies) based on criteria set by the State Governments, We allocate to the Policy Our estimate of the amount We will be required to pay. We may under or over recover in any particular year but We will not adjust Your premium because of this. You can ask Us for more details if You wish.

When You apply for this insurance, You will be advised of the premium payable, when it needs to be paid and how it can be paid. This amount will be clearly set out in Your Schedule, which will be sent to You within 5 days of the issue of this Policy. If You fail to pay, We may reduce any Claim payment by the amount of premium owing and/or cancel the Policy.

You may also be required to pay an Excess in the event of a Claim under this Policy. The amount of any Excess will be shown on Your Schedule.

## How to make a Claim

Please contact Your Steadfast Broker to assist You in making a Claim.

In an emergency outside normal business hours You may ring Our emergency service on 1300 559 019 for assistance.

Further details of what You must do for Us to consider Your Claim are provided in the 'General terms and conditions' section at the end of this booklet.

## General Insurance Code of Practice

We proudly support the General Insurance Code of Practice (**Code**). 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 resolving complaints You make about Us; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

## 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 or the Code Governance Committee

## Your cooling off rights

If You want to cancel this Policy after Your decision to buy it, You may do so and receive a full refund of Your premium. To do this You must notify Your Steadfast Broker electronically or in writing within twenty-one (21) days from the date the Policy commenced.

This cooling off right does not apply if You have made or are entitled to make a Claim.

Even after the cooling off period ends, You still have cancellation rights however We and Your Steadfast Broker may deduct certain amounts from any refund that may be due for administration costs or any non-refundable taxes.

## What to do if you have a complaint

We will always do Our best to provide You the highest level of service but if You are not happy or have a complaint or dispute, here is what You can do:

If You experience a problem or are not satisfied with Our products, Our services or a decision We have made, let Us know so We can help.

<b>Policy</b>	If Your complaint relates to, or if You have any concerns about, the sale of Your Policy, please contact Your Steadfast Broker.  You can also contact Us by email to <a href="mailto:compliance.manager@ial.com.au">compliance.manager@ial.com.au</a> . We will assist by directing Your concern to Your Steadfast Broker.
<b>Claims</b>	If Your complaint relates to a Claim, please contact Us by:  Phone: 1300 559 019 Email: <a href="mailto:claims@ial.com.au">claims@ial.com.au</a>

We will try to resolve complaints at first contact or shortly thereafter.

If We are not able to resolve Your complaint when You contact Us or You would prefer not to contact the people who provided your initial service, You can contact Our Internal Dispute Resolution (**IDR**) department by:

Email: [compliance.manager@ial.com.au](mailto:compliance.manager@ial.com.au)

Phone: (02) 9099 4997

Our IDR department will contact You if they require additional information or have reached a decision. Our IDR department will advise You of the progress of Your complaint and the timeframe for a decision in relation to Your complaint.

We expect Our procedures will deal fairly and promptly with Your complaint. If You are unhappy with the decision made by Our IDR department You may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist You:

AFCA can be contacted by:

Phone: 1800 931 678

Fax: (03) 9613 6399

Email: [info@afca.org.au](mailto:info@afca.org.au)

Address: Australian Financial Complaints Authority Limited  
GPO Box 3, Melbourne, VIC 3001

Internet: [www.afca.org.au](http://www.afca.org.au)

Further information about Our complaint and dispute resolution process is available by contacting Us.

## Financial Claims Scheme

This Policy is a protected Policy under the Financial Claims Scheme (**FCS**) which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of Us becoming insolvent You may be entitled to access the FCS, provided You meet the eligibility criteria.

More information about the FCS may be obtained from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 55 88 49.

## Claims Payment Examples

The following Claims payment examples are designed to illustrate how a Claim payment might typically be calculated. These examples do not cover all scenarios or all benefits and do not form part of the Policy terms and conditions. They are a guide only. The amount payable under the Policy will depend on the facts applicable to the Claim as well as the coverage, exclusions and Excesses set out in the Policy and the Policy Schedule.

### Section 1 – Buildings and Contents

The sum insured on Your buildings is \$500,000 and Your contents sum insured is \$40,000. These sums insured are adequate in the event of a total loss of buildings and contents. There is an Excess of \$500 applicable to any Claim. Your building and contents are damaged by a fire, resulting in a building repair cost of \$50,000 and damage to contents amounting to \$25,000. You are unable to occupy the building due to the damage for four weeks until the damage is repaired and Your alternative accommodation costs are \$8,000. You are not registered for GST.

How much We will pay	Explanation
\$50,000	We will pay \$50,000 being the cost to repair the building inclusive of GST.
\$24,500	We will pay \$24,500 comprising the replacement cost of Your contents less the Policy Excess of \$500.
\$8,000	We will pay up to 20% of Your sum insured on buildings (being \$100,000) and so the actual cost incurred for suitable alternative accommodation of \$8,000 is payable.
<b>Total Claim payment \$82,500</b>	This is the net amount payable for damage to buildings, contents and the cost of suitable alternative accommodation.

### Section 2 – Liability

You have insured Your building under this Policy and a roof tile falls from Your building and injures a passerby. You were aware of the condition of the roof and would be found liable for personal injury to the passer-by. The legal representatives of the injured person make a Claim against You, on behalf of their client. We assess the quantum of the Claim and negotiate a settlement with the legal representatives of \$15,000 inclusive of legal costs. There is no applicable Excess.

How much We will pay	Explanation
\$15,000	We will pay \$15,000 because this is Your liability as a result of the ownership of the property. The Policy limit of \$30,000,000 for any one occurrence is not exceeded by the settlement.

### Section 3 – Optional Cover

You have a diamond ring with a replacement value of \$25,000. You note the contents cover has a limit of \$10,000 per item. So, You decide to take out optional cover for valuable items by specifying the diamond ring. The ring is shown in Your Policy Schedule as being insured for \$25,000. Whilst in Australia You accidentally fall over and destroy the diamond necessitating the re-setting of the ring with a new stone at a cost of \$20,000. There is no applicable Excess.

How much We will pay	Explanation
\$20,000	We will pay the cost of repairing the ring comprising the re-setting of the ring with a diamond of the same size and quality as that damaged.



# Policy Wording

## Our agreement with You

This Policy is a legal contract between You and Us. You pay Us the premium and We provide You with the cover You have chosen as set out in this Policy and Your Policy Schedule for the period of insurance shown on Your Policy Schedule or any renewal of that period.

The limits of cover applying to the cover selected by You, and the amount of any Excess that applies to Your Policy, is shown on Your Policy Schedule.

## Paying Your premium

There are two ways You can pay Your premium:

- in one (1) annual payment to Your Steadfast Broker; or
- if provided, in monthly instalments by automatic deductions from Your credit card or from Your bank account which can be arranged by Your Steadfast Broker. (You must tell Us if Your nominated bank account or credit card details change. You must do this no later than seven (7) days before Your next instalment is due)

## What happens if You don't pay on time

When You take out insurance, You need to pay Your annual premium to Your Steadfast Broker by the due date stipulated on Your Tax Invoice or any instalments by the due date specified on Your Policy Schedule.

An instalment is unpaid if it cannot be deducted from Your nominated account or credit card.

If Your premium or any instalment is overdue, We will send You or Your Steadfast Broker a notice outlining the overdue amount and when it needs to be paid.

If You pay by instalments, We will send You or Your Steadfast Broker a second notice before cancellation informing You of the effective date of cancellation.

If Your premium remains unpaid after the time period specified in the notice We send, We will:

- cancel Your Policy for non-payment; and
- refuse to pay any Claim for an incident occurring after the cancellation date.

If You need to make a Claim when Your Policy is overdue, and before Your Policy has been cancelled for non-payment, We will require You to pay the overdue amount as part of the Claim settlement process. Alternatively, where the settlement method allows, We can reduce the settlement payment by the overdue amount.

## Preventing Our right of recovery

If You have agreed not to seek compensation from another person who is liable to compensate You for any destruction, loss, damage or liability which is covered by this Policy, We will not cover You under this Policy for that destruction, loss, damage or liability.

## Other party's interests

You must tell Us of the interest of all parties (e.g. financiers, lessors or owners) who will be covered by this insurance. We will protect their interests only if You have told Us about them and We have noted them on Your Policy Schedule.

## Providing proof

So that Your Claim can be assessed quickly You should keep the following:

- receipts or other confirmation of purchase and ownership;
- valuations; and
- photographs of items in the home.

We may ask You for these if You make a Claim. You must be able to prove to Us that You have suffered a loss that is covered by this Policy before We will pay Your Claim for it.

When We make a request, We will only ask You for information or documents that are relevant to Your Claim and We will tell You why they are needed.

If You are unable to obtain information or documents We request, please contact Us to resolve what alternative evidence may be required.

### **Your Claim may be refused**

We may refuse to pay or reduce the amount We pay for Your Claim if You do not comply with the Policy conditions, if You have not provided correct information, or if You make a fraudulent Claim. The course of action We take when You do not comply with any of these things will be considered in each circumstance based on what impact or effect Your failure to do these things caused or contributed to the Claim or Our decision to issue Your Policy.

### **Changing Your Policy**

If You want to make a change to this Policy or notify Us of changes to the information You have given Us, the change becomes effective when:

- We agree to it; and
- We give You a new Policy Schedule detailing the change.

### **Cancelling Your Policy**

#### **How You may cancel this Policy**

You may cancel this Policy at any time by telling Us in writing that You want to cancel it. Where 'You' involves more than one (1) person, We will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

#### **How We will cancel Your Policy**

We will cancel this Policy in any of the circumstances permitted by law (e.g. failure to pay the premium by the due date) by informing You in writing.

Where You have paid Your premium in advance of the date of cancellation, We will refund to You the proportion of the premium for the remaining period of insurance (less any fees or expenses that may be charged by Us for administration costs and any non-refundable taxes). Unless directed otherwise by all insureds, the refund will be made payable to the first named insured on Your Policy Schedule.

### **Notices**

Any notice We give You will be in writing, and it will be effective:

- if it is delivered to You personally; or
- it is delivered to You at Your address (including an electronic address) which is last known to Us; or
- it is delivered to Your Steadfast Broker.

It is important for You to tell Us of any change of address as soon as reasonably possible.

## Words with special meaning

Some key words and terms used in this Policy have a special meaning. If words and terms are only used in one (1) section of the Policy, We will describe their special meaning in that section.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

Words	Meanings
<b>Buildings</b>	As described under 'What are Your Buildings'.
<b>Claim</b>	A separate identifiable event for which the Policy provides cover. Where multiple events are submitted at the same time or on the same Claim form, they will be treated as separate Claims for the application of any Policy Excess or limitation.
<b>Common Property</b>	Means land or areas at the Situation that both You and other people are entitled to use (e.g. shared driveways in a multi-dwelling development).
<b>Contents</b>	As described under 'What are Your Contents'.
<b>Controlled Drug</b>	Any drug or therapeutic agent commonly understood to include narcotics, with a potential for abuse or addiction.
<b>Excess</b>	This is the amount of money You will contribute towards the cost of Your Claim on Your Policy. The amount and type of Excesses that apply to Your Policy are shown in Your Policy Schedule.
<b>Flood</b>	The covering of normally dry land by water that has escaped or been released from the normal confines of any of the following: <ul style="list-style-type: none"> <li>• a lake (whether or not it has been altered or modified);</li> <li>• a river (whether or not it has been altered or modified);</li> <li>• a creek (whether or not it has been altered or modified);</li> <li>• another natural watercourse (whether or not it has been altered or modified);</li> <li>• a reservoir;</li> <li>• a canal;</li> <li>• a dam.</li> </ul>
<b>Malicious Damage</b>	A wrongful act by a person with the intention of damaging property.
<b>Occupied</b>	Your Building is occupied if it is furnished so that it is comfortably habitable and You or someone with Your consent has resided in the Building overnight at least 1 night within a 100 day period.
<b>Policy</b>	The contract between You and Us and includes this document, any applicable supplementary PDS(s) and the Policy Schedule.
<b>Policy Schedule</b>	The most current document We give You which sets out the details of Your insurance cover. You receive a Policy Schedule when You first take out Your insurance and again when the Policy is renewed or changed. Your Policy Schedule may be called a Policy Schedule, a Renewal Schedule or an Endorsement Schedule.
<b>Situation</b>	The place where the Building and/or Contents are located and is shown on Your current Policy Schedule.
<b>Valuable Items</b>	As described under 'Valuable Items' and under 'What are Valuable Items'.

Words	Meanings
<b>We, Us, Ours (the insurer)</b>	Insurance Australia Limited ABN 11 000 016 722, AFS Licence Number 227681.
<b>You, Your (the insured)</b>	<p>The person(s) whose name is set out on the Policy Schedule. The following people are also insured, as long as they normally live with the person named on the Policy Schedule:</p> <ul style="list-style-type: none"> <li>• the named insured's partner;</li> <li>• children of the named insured;</li> <li>• children of the named insured's partner;</li> <li>• the named insured's parents; and</li> <li>• the named insured's partner's parents.</li> </ul> <p>In this Policy all of these people are called 'You' or 'Your'.</p>

# Section 1 – Your Buildings and Contents

## What is covered

### Accidental Damage Cover

Your Buildings and/or Your Contents as set out on Your Policy Schedule are covered if they are accidentally destroyed, accidentally lost or accidentally damaged. They are covered only if You own them, or are liable for their destruction, loss or damage.

If You select cover only for Your Buildings, the cover provided under this Policy for destruction, loss or damage does not apply to Your Contents.

If You select cover only for Your Contents, the cover provided under this 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 under 'Cover for Your Contents away from Your Situation'.

We will cover Your Buildings and/or Your Contents as set out on Your Policy Schedule for accidental destruction, accidental loss or accidental damage. However, some instances of destruction, loss and damage are only covered under specific conditions as set out below.

- If You have insured Your Buildings under this Policy, We will also cover destruction, loss or damage to gates, fences or retaining walls that are entirely or partly at the Situation.
- Burning out of an electric motor.
  - We will decide whether to repair, reinstate or replace the burned-out electric motor provided it is less than twenty (20) years old. We will not however cover the motor if it is more than twenty (20) years old. Our choice will have regard to any preference You may have.
- If the damage or loss was caused to the Buildings or Contents by liquid escaping, We will also cover the cost of finding where the liquid escaped from, including the cost of repairing any damage that occurs while looking for the cause if there is resultant damage. We will not however cover the cost of repairing the defective item that caused the escape of liquid or the item liquid escaped from. We do not cover loss caused by a gradual process of bursting, leaking, splashing, dripping or overflowing over a period of time when You could have reasonably been expected to be aware of this condition.

### What We will not pay for

We will not pay for Your Buildings or Contents which are destroyed, lost or damaged by:

- erosion, structural fault or design fault, landslide, subsidence, settling, shrinkage or expansion of earth, vibration or earth movement, other than loss or damage to Buildings occurring within 72 hours of and caused by landslide or subsidence, and as a direct result of one of the following:
  - storm including rainwater, hail, snow or wind;
  - Flood;
  - earthquake or tsunami;
  - explosion;
  - escape of liquid from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or drain.
- 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 and that You knew about (or should reasonably have known about) and did not fix before the loss or damage occurred (e.g. if there are signs that previous damage was caused by a defect, We will not pay a later Claim for further damage from that defect).

- Rust, corrosion, gradual deterioration, depreciation, wear or tear.
- Rats, mice or insects.
- Roots from trees, plants, shrubs or grass. However, this exclusion only applies to damage caused directly by the roots. For example, if tree roots damage and block a pipe, We will pay for the resultant damage to the Building caused by water overflowing in the Building. We will not however pay for the damage to the pipe.
- Any process of cleaning involving the use of chemicals other than domestic household chemicals.
- A defect in an item, faulty workmanship, structural defects or faulty design that You knew about (or should reasonably have known about) and did not fix before the loss or damage occurred. We will however cover resultant damage. But We will not pay for the defective item or for the costs to rectify the faulty workmanship or design.
- Electrical or mechanical breakdown (other than an electric motor burning out as described above). However this exclusion does not apply to the resultant loss or damage to Your Buildings or Contents or if You choose additional cover for Electrical or Mechanical Breakdown under Section 3.

### **Additional things We will pay for when You have insured Your Buildings**

If You have insured Your Buildings under this Policy, the following will be paid in addition to the Buildings sum insured listed on Your Policy Schedule. We will only pay these costs when they relate to accidental destruction, accidental loss or accidental damage of Your Buildings covered by this Policy:

- If You are unable to live in Your Buildings after the destruction, loss or damage has occurred, We will pay for Your reasonable alternative accommodation expenses for the period during which You are unable to live in Your Building.

The most We will pay under this additional cover is 20% of Your Buildings sum insured, as listed on Your Policy Schedule.

We will stop paying You as of the date on which You no longer need to rent another property or are able to live in Your Buildings.

- If You are unable to live in Your Building after the destruction, loss or damage has occurred, We will pay the costs of alternative accommodation for Your pets, and additional living expenses for Your pets, for the period during which You are unable to live in Your Building. The most We will pay under this additional cover is \$1,250.
- We will pay Your legal costs to discharge Your mortgage if Your Claim is for a total loss.
- We will pay to make modifications to Your Buildings if You are injured as a result of destruction, 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 under this additional cover is \$25,000.

- If any trees, plants, shrubs or lawns are destroyed, lost or damaged, other than by storm, storm surge or Flood, We will pay to replace those trees, plants shrubs or lawns. If the loss or damage is caused by storm, storm surge or Flood, We will pay up to \$5,000 per event.
- We will pay the reasonable costs of demolishing, removing and disposing of any Building debris when destruction, loss or damage occurs.
- We will pay the reasonable costs of architects, surveyors and engineers and also pay any legal fees that arise in respect of the reinstatement of Your Buildings after the destruction, loss or damage occurs.
- If a key to an external door lock of Your Buildings, or a key to an external window lock of Your Buildings, is lost or stolen, or You have reason to believe that the key has been duplicated, We will pay the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item.
- If Your Building is Your primary residence, We will pay for the destruction, loss or damage to any unfixed building materials intended to be used for repairs, alterations or additions to Your Building at the Situation. We will not however cover:

- soil, sand, gravel, bark or mulch or any similar materials; or
- any gas or electrical appliances unless they are in a locked and fully enclosed building where those items are not visible from the outside of the building.

The most We will pay under this additional cover is \$2,000 in any one (1) period of insurance.

### **Additional things We will pay for when You have insured Your Contents**

If You have insured Your Contents under this Policy, the following will be paid in addition to the Contents sum insured as listed on Your Policy Schedule. We will pay these costs when they relate to accidental destruction, accidental loss or accidental damage of Your Contents covered by this Policy.

- If Your freezer or refrigerator breaks down, We will pay for the loss of any frozen or refrigerated food or medicine. We also pay for loss of any frozen or refrigerated food caused by accidental damage to the freezer or refrigerator or by the failure of the electricity supply, or by contamination of any refrigerant or oil used in the refrigerator or freezer.
- Provided You have complied with all of the terms to which their use is subject, We will reimburse the financial institution which issued You any credit, debit or stored value cards, if those cards are stolen and misused, or used fraudulently, to effect online transactions. We will not cover any loss to the extent that it was caused by Your non-compliance with any terms and conditions of use of the credit, debit or stored value card.

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

- We will pay the reasonable costs of alternative accommodation and additional living expenses.

We will only pay for these costs for the period for which You are unable to live at Your Situation after the destruction, loss or damage has occurred. We will not pay for these costs if We pay You for rent following damage to Your Buildings under this Policy.

We will stop paying You from the date on which You no longer need to pay for alternative accommodation.

The most We will pay under this additional cover is the greater of \$20,000 or 20% of Your Contents sum insured as listed on Your Policy Schedule.

- If You are unable to live at Your Situation after destruction, loss or damage has occurred, We will pay the reasonable costs to remove and store Your Contents for up to twelve (12) months from the date of the destruction, loss or damage while Your Situation is being repaired. We will however only pay for the storage of Your Contents during the time that You are unable to live at Your Situation.
- We will cover Your Contents while stored in a commercial storage facility in Australia.

The most We will pay under this additional cover is the total Contents sum insured as listed on Your Policy Schedule.

We will not however cover jewellery, money or negotiable instruments in storage under this additional cover.

- We will cover Your Contents for destruction, loss or damage while they are being transported by a vehicle to Your new situation, or to a commercial storage facility within Australia where the destruction, loss or damage is caused by theft or attempted theft following violent or forcible entry, or as a result of fire, Flood, collision or overturning of the vehicle that is transporting Your Contents.

We will not cover destruction, loss or damage:

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

The most We will pay under this additional cover is the Contents sum insured as listed on Your Policy Schedule for any one (1) period of insurance.

- If a key to an external door lock of Your Buildings, or a key to an external window lock of Your Buildings is lost or stolen, 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 will pay the reasonable costs of removing any Contents debris when loss or damage 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 attempted burglary. We will not however pay these costs when there is a false alarm or when there is no evidence of attempted burglary.

The most We will pay under this additional cover is \$2,500.

- If You have insured Your Contents under this Policy, We will pay for storage charges necessary and reasonable to protect them from further loss or damage following loss or damage caused by storm, Flood, rainwater, hail or wind.
- We will pay to reinstate, reproduce or restore Your documents and the information contained in them if the documents are damaged while contained at the Situation.
- If Your refrigerators, freezers, washing machines, clothes dryers or dishwashers with less than a three (3) star energy rating are lost or damaged and We have agreed to replace them, We will replace them with items that have at least a three (3) star energy rating.

### **Additional benefit when You have insured Your Contents**

#### **Identity fraud**

If You have insured Your Contents in Your primary residence under this Policy, 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 for any one (1) period of insurance for Your costs and expenses incurred to restore Your identity from its unauthorised use.

What We will pay under this additional benefit is limited to:

- Legal expenses for Your 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 Your wages, up to a maximum of \$2,000 per week and subject to an overall limit of \$5,000 in total for any one (1) period of insurance, 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 by You as a result of re-applying for loans because You have been allotted incorrect credit information due to the identity fraud.
- Costs for notarising affidavits, telephone calls and certified mail expenses to law enforcement and/or financial institutions.
- Other reasonable legal fees and court costs, but only if incurred with Our approval.

We will not pay any Claim where the identity theft:

- is caused by:
  - You or Your collusion;
  - any member of Your family or their collusion;
  - an ex-partner;
  - someone who normally lives with You; or
- arises out of:
  - You or any member of Your family normally living with You 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; or
  - 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 will not:

- repay any loans or other amounts fraudulently procured in Your name
- pay any fines or for any infringements or penalties imposed;
- pay any costs that are or could be reimbursed from another party, for example, a financial institution.

### **Additional things We will pay for when You have insured Your Buildings and/or Contents**

If You have insured Your Buildings or Contents under this Policy, or both, the following will be paid in addition to the corresponding sum insured. If You have insured Your Buildings and Your Contents under this Policy, We will only pay once under these additional covers for any one (1) period of insurance.

- We will pay the professional costs for the removal of tree stumps, fallen trees and branches and associated disposal costs necessary in order to repair or replace Your Buildings and Contents damaged by a storm or storm surge covered by this Policy.

We will also pay for the removal of trees and branches from Your Situation if they have caused damage to landscaped gardens.

- We will pay for the reasonable costs You have to pay a fire brigade or a similar authorised organisation to attend and protect Your Buildings or Contents against an actual fire or other emergency. The most We will pay under this additional cover is \$750.
- 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. The denial must be as a direct result of destruction, loss or damage to neighbouring premises that would be covered under this Policy if it had occurred at Your Situation. We will not cover loss due to cancellation of a lease or agreement.
- We will pay reasonable and necessary expenses to protect Your Buildings or Contents from further damage following damage We have agreed to cover.
- If You or a member of Your family normally living with You at Your Situation requires counselling as a direct result of fire or theft at Your Situation, We will pay up to \$1,000 for the costs associated with such counselling. However, We will not provide any cover that would contravene any legislation, including but not limited to, the National Health Act (1953).
- We will pay any professional fees You incur, with Our consent, in preparation for Your Claim. If any fees are incurred without Our consent, We will only cover any such fees if We would have approved them had contact been made to seek consent and consent provided. The most We will pay under this benefit is the lesser of 20% of Your total Claim cost or \$5,000 for any one (1) period of insurance.

### **Reinstatement and automatic increase to Your sum insured**

We will increase Your sum insured for Your Buildings and Contents by half of 1% of the corresponding sum insured shown on Your current Policy Schedule per month since You took out Your Policy or last renewed it until the next renewal date.

You are insured for Your Buildings and Contents for the corresponding sum insured shown in Your Policy Schedule following a Claim unless Your Claim is for a total loss.

If Your Claim is for a total loss of Your Contents and We pay You the sum insured, then the cover for Your Contents will end. However, if Your Claim is for a total loss and We pay You the sum insured then temporary cover for Your Contents will be reinstated for a sum insured of \$5,000 to provide cover for replaced Contents. This temporary cover for Your replaced Contents will end three (3) months from the date of destruction, loss or damage that caused the total loss.

If Your Claim is for a total loss of Your Buildings and We pay You the sum insured, then the cover for Your Buildings will end.

## **What are Your Buildings**

- Residential buildings with a domestic certificate of occupancy You live in including any professional offices 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, or, unless You regularly lease out the home on an unfurnished basis.
- 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 (excluding gravel driveways), retaining walls, fences and gates entirely or partly on the site.
- Jetties, wharfs, pontoons and moorings used for domestic purposes where there is no public access from the land .
- Anything permanently built, permanently constructed or permanently installed on Your property for domestic purposes, including in ground swimming pools and fixed solar photovoltaic or hot water systems.

## **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'.
- Common property.
- Shipping containers located away from the Site.
- Dwellings located in a caravan park or holiday park.
- Any vacant land or title that does not have a residential buildings with a domestic certificate of occupancy.

## **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. This does not include office equipment. We will pay up to \$10,000 in total for these items for any one (1) period of insurance.
- Office equipment that You use for earning Your income while it is at Your Situation. 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.
- In relation to the following three items:
  - (i) jewellery and watches;
  - (ii) items that contain gold or silver (this does not include items thinly covered with gold or silver); and
  - (iii) collections of stamps, money or medals

We will pay up to 25% in total of the Contents sum insured listed on Your Policy Schedule. The most We will pay for any one (1) item, pair, set or collection is \$10,000.

You can increase the maximum amount that We will pay for these three (3) items by choosing additional cover for Valuable Items under Section 3.

- 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.
- Money and negotiable instruments (including bullion). We will pay up to \$2,000 in total.
- Accessories and spare parts for: motor vehicles, motorcycles, mini-bikes, caravans, trailers, watercraft, golf buggies, mobility scooters, ride-on mowers, surfboards, sail boards, surf skis, kayaks or canoes, vehicle, watercraft, aircraft in the open air (which includes non-lockable structures and nonlockable parts of structures not at Your Situation).

We will not pay if the accessories and spare parts are in, or on, motor vehicles, motorcycles, mini- bikes, caravans, trailers or watercraft.

We will pay up to \$2,000 per item and \$4,000 in total.

- Landlords' fixtures and fittings that You are liable for under the terms of a rental agreement. We will not cover these fixtures and fittings if the body corporate has insured them.
- Fixtures and fittings that You have installed for Your own use if You are a tenant, or Your fixtures and fittings if You are the owner of a strata title unit. We will not cover these fixtures and fittings if the body corporate has insured them.
- Motorised golf buggies, ride-on mowers, mobility scooters, wheelchairs and motorcycles up to 250cc capacity and which do not require registration, remote controlled model or toy motor vehicles.
- Surfboards, sailboards, surf skis, kayaks and canoes, kite surfing equipment.
- Watercraft no more than four metres long and which do not require registration under state or territory legislation.
- Remote controlled model or toy aircraft with a wingspan up to 1.5 metres including Drones under 2.5kg for personal use only.

### **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 pace-making.
- 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, this does not include pedal cycles.
- Motorcycles requiring registration.

- Motor vehicles, motorcycles exceeding 250cc capacity, motorised go-karts, quadbikes, ATV's, caravans, trailers or aircraft other than model or toy aircraft.
- Motorcycles while they are used for competitive racing or pace-making.
- Watercraft more than four metres long, this does not include surfboards, sailboards, surf skis, kayaks and canoes, kite surfing equipment.
- Watercraft less than four meters long that require registration under state or territory legislation.
- Personal watercraft (for example, jet skis).
- The key for any motor vehicle or motorcycle.

### **Cover for Your Contents away from Your Situation**

Your Contents (other than the following items) are covered while they are away from Your Situation, anywhere in Australia or New Zealand whilst temporarily removed, or anywhere in the rest of the world for up to one hundred and eighty (180) consecutive days:

- Accessories and spare parts for: motor vehicles, motorcycles, mini-bikes, caravans, trailers, watercraft, golf buggies, mobility scooters, ride-on mowers, surfboards, sail boards, surf skis, kayaks or canoes if they are in a tent, vehicle, watercraft, aircraft or in the open air (which includes non-lockable structures and non-lockable parts of structures not at Your Situation).
- Goods that You use for earning Your income.
- Office equipment that You use for earning Your income.

Your Contents are not covered if they:

- Are on the way to, or from, or in commercial storage, except as provided 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,
  - student's personal belongings including sporting equipment whilst You are away from home attending school, college or university.

### **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 Policy Schedule and at Your new situation. The most We will pay in total is the sum insured for Your Contents shown on Your Policy Schedule. We will only cover Your Contents at Your new situation for forty-five (45) days. This cover will commence from when You first start to move Your Contents to Your new situation. You must tell Us that You are permanently moving Your Contents to a new situation within forty-five (45) days from the day You first start to move.

### **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.

If You select cover for Buildings and Contents, in the event of destruction, loss or damage to both Your insured Buildings and Contents for the same event, You will only be required to pay one Excess. If the nominated Excess for Buildings and Contents are different, the Excess payable will be the higher of these Excesses.

We can collect the Excess from You by:

- deducting it from what We pay You; or
- asking the repairer or supplier to collect it from You.

If We request You pay the Excess, We will tell You who to pay and may require the payment as part of the finalisation of the Claim.

### **When no Excess applies**

When a Claim is paid for destruction, loss or damage to Your insured Buildings and/or Contents, the Excess amount will only be applied once. You will not be required to pay any Excess in the event that Your Buildings or Contents are a total loss.

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, no Excess will apply.

### **The most We will pay for Your Buildings or Your Contents**

The most We will pay for any Claim for destruction, loss or damage to Your Buildings or Your Contents is the corresponding sum insured shown on Your Policy 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 Your Contents'.

There are some items of Your Contents that We will only cover up to a certain amount. See 'What are Your Contents' for details of these Contents items and the amounts We will pay.

### **How We pay a Claim for Your Buildings**

When destruction, loss or damage occurs to Your Buildings, if reasonably practicable, We will do one of the following:

- We will rebuild Your Building to the same condition as when they were new; or
- We will repair the damaged portions of Your Buildings to the same condition as when they were new.

If it is not reasonably practicable to rebuild or repair We will pay You the reasonable cost of rebuilding or repairing Your Buildings 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 however pay these additional costs if You were required to comply with these bylaws, and had not done so, before the destruction, loss or damage occurred. The most that We will pay for costs required for Your Buildings to comply with requirements of any authority in any one (1) period of insurance is \$50,000.

Our choice will have regard to the circumstances of Your Claim and consider any preference You may have.

### **What are some examples of when We do this?**

- when You decide not to repair or rebuild Your home,
- if You don't start repairing or rebuilding Your home within 6 months of the loss or damage, or within any longer period We agree to in writing,
- if not all the damage to Your building is covered by this Policy – You can find examples of these under the exclusions section in this Policy,
- Your building may have had some damage that existed prior to the event You are claiming for,
- Your building cannot be repaired until other work that is required to be done by You is completed, or
- when it is the only way to settle Your Claim.

## Calculation of the amount

- We may ask You to obtain a quote or We will obtain a quote for the repairs from Our builder or repairer.
- If We obtain the quote We will provide You with details of the work that has been included:
  - this will be detailed in the quote, or
  - for larger Claims We may include a scope of works.
- We will confirm that the builder who has provided the quote is prepared to undertake the work – provided You have completed any work that is required to be done by You first.

## Buildings sum insured safeguard

If We determine that the cost to repair or replace Your Buildings is greater than Your Buildings sum insured, then We will pay up to 30% more than Your Buildings sum insured to:

- repair the Buildings to the condition it was in at the time immediately before it was destroyed, lost or damaged; or
- replace the Buildings; or
- pay the reasonable cost of the Buildings repair or replacement.

We will decide which one We will do. Our choice will have regard to any preference You may have.

This 'Buildings sum insured safeguard' applies only if:

- You have insured Your Buildings under this Policy; and
- Your Buildings are destroyed or are so extensively damaged by an event covered by this Policy and We consider the loss or damage to be a total loss; and
- the cost to repair or replace Your Buildings is greater than Your Buildings sum insured because either:
  - the increased cost of repairing damage to Your Buildings was caused directly by a Catastrophic Event; or
  - You, or Your Steadfast Broker, can demonstrate that You correctly used the Steadfast Home Sum Insured Building Calculator (which is available to all Steadfast Brokers) to calculate Your Buildings sum insured, and:
- Your Buildings are substantially the same as when Your Steadfast Broker used the Steadfast Home Sum Insured Building Calculator (for example, You have not added to nor extended Your Buildings); and
- You have not reduced any sum insured that We have offered on any renewal invitation since Your Steadfast Broker used the Steadfast Home Sum Insured Building Calculator.

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

This 'Buildings sum insured safeguard' only applies in respect of Your Buildings covered by this Policy. It does not apply to any other property or items insured under this Policy nor to any other additional coverages or benefits provided under this Policy.

Rebuilding or repairing Your Buildings must commence within six (6) months of the destruction, loss or damage occurring. If it does not commence within six (6) months (or any other period which We agree with You in writing) We won't cover any additional costs caused by unreasonable delays by You or any repairer, builder or supplier You appoint or engage in rebuilding or repairing Your Buildings.

## Matching Materials

We will make a fair and reasonable attempt 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. However, if:

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

then We will replace both the damaged and undamaged material. In all other situations if You are not satisfied with the closest match, You are able to:

- pay the extra cost of repairing undamaged areas to achieve a matching appearance; or
- We will pay You the reasonable costs to repair the damaged area.

## How We pay a Claim for Your Contents

When destruction, loss or damage occurs to any item of Your Contents, if reasonably practicable We will do one of the following:

- replace the item with the nearest equivalent new property; or
- repair the item to the condition it was in at the time immediately before it was destroyed, lost or damaged.

If it is not reasonably practicable, We will pay the amount it would reasonably cost to repair the item or replace it with its nearest equivalent. Our choice will have regard to the circumstances of Your Claim and consider any preference You may have.

When destruction, loss or damage occurs to Your refrigerators, freezers, washing machines, clothes dryers or dishwashers with less than a three (3) star energy rating, and We have agreed to replace them, We will replace them with items that have at least a three (3) star energy rating.

When destruction, loss or damage occurs to any item of Your Contents, We will also pay for the cost of replacement for damaged:

- carpets;
- wall, floor and ceiling coverings; and
- internal blinds and curtains, but only in the room, hall or passage where Your Contents were destroyed, lost or damaged.

Unless Your Policy Schedule lists pairs and sets as a Valuable Item under Section 3 of this Policy, when a destroyed, lost or damaged item of Your Contents is part of a pair, set or collection, We will only pay for the value of the destroyed, lost or damaged item itself. However, the most We will pay is:

- the value that the item has as a proportion of the combined pair, set, collection or system, or
- the cost of the entire pair, set, collection or system if it is completely inoperable because of the loss or damage to a single item which cannot be replaced or a single replacement item does not complete the pair, set, collection or system to make it operational. For example, where a single hearing aid is lost or damaged and a single replacement will not enable the pair to operate, We will replace both hearing aids.

## Section 2 – Liability Cover

### What You are covered for

- If You have insured Your Buildings under this Policy, 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; or
  - the Damage to Propertyresulting from an Occurrence during the period of insurance arising out of the ownership of Your Buildings or the Situation.
- If You have insured Your Contents under this Policy, 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; or
  - the Damage to Propertyresulting from an Occurrence during the period of insurance arising out of the ownership of Your Contents.
- If You have insured Your Contents under this Policy 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; or
  - the Damage to Propertyresulting from an Occurrence during the period of insurance arising out of the ownership of Your Contents.
- If You have insured Your Contents under this Policy, 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; or
  - the Damage to Propertyresulting 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; or
- 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 resultant sickness or disease that requires care or 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.

An **'Occurrence'** includes continuous or repeated exposure to substantially the same general conditions. We regard all death, Personal Injury or Damage to Property arising from one (1) original source or cause as one (1) Occurrence.



## **Section 40 of the Insurance Contracts Act 1984 (Cth)**

This Section 2 of the Policy is written on a 'Claims made and notified basis'.

This Section 2 of the Policy does not provide any cover for Claims made before the period of insurance or after the expiry of this Policy.

However, under section 40(3) of the *Insurance Contracts Act 1984 (Cth)* We are not relieved of liability by reason only that the Claim was made after the expiration of the insurance if:

- a) You give Us notice in writing before the Policy expires of facts which might give rise to a Claim against You; and
- b) that notice is given to Us as soon as reasonably practical after You became aware of those facts.

The above explanation of the operation of Section 40(3) does not form part of this Policy wording.

### **Limit of Your liability cover**

The most We will cover for any liability Claim is \$30,000,000 for any one (1) Occurrence.

### **Liability cover after total loss**

If Your Claim is for a total loss of Your Buildings and We pay You the sum insured, then liability cover will remain in force until the expiry date of the Policy.

However, liability cover in relation to Your Buildings formerly Occupied by You will continue until the earliest of the expiry of Your Policy and:

- any re-construction commencing at the Situation;
- the sale of the Situation or any part of it;
- another Policy that includes liability cover being taken out in relation to the Situation;
- the commencement of re-construction of a building to replace the insured Building at another site; or
- six months from the date of the destruction, loss or damage that caused the total loss.

### **Additional benefits - Liability**

If You have insured Your Buildings or Contents or both at Your primary residence under this Policy, 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;
- 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. When You make a Claim, We may ask You to provide certain documentation, records, correspondence or other information in support of any Claim for lost income.

When We make a request, We will only ask You for information or documents that are relevant to Your Claim and We will tell You why they are needed.

If You are unable to obtain information or documents We request, please contact Us to resolve what alternative evidence may be required.

### **Motor vehicle liability**

We will cover You against any Claim for compensation or expenses which You become legally liable to pay resulting from an Occurrence that occurs during Your period of insurance for:

- the death of, or Personal Injury to, any person; or
- the Damage to Property,

arising from the ownership, custody, or use of any vehicle not required to be registered by law including:

- motorcycles up to 250 cc capacity;
- mobility scooters;
- golf buggies;
- ride on mowers;
- any motorised wheelchair; or
- any domestic trailer not attached to any vehicle.

We also insure You against any Claims for compensation or expenses You become legally liable to pay for:

- the death of, or Personal Injury to, any person caused by You solely as a result of You being a passenger in a registered vehicle if the Occurrence causing the death or Personal Injury occurs during Your period of insurance; or
- the death of, or Personal Injury to, any person arising from the ownership, custody, or use of any registered vehicle if the Occurrence causing the death or Personal Injury takes place at the Situation and occurs during Your period of insurance.

The most We will pay for all Claims arising out of any one Occurrence under this additional benefit is \$30,000,000.

In addition to the limit of Your liability cover, if We agree that You are entitled to liability cover under this additional benefit in respect of an Occurrence, We will also pay legal costs incurred with Our consent to defend the Claim.

We will not cover You:

- if You are entitled to be wholly or partly insured by any compulsory statutory insurance or accident compensation scheme, or would have been, but for failure to register the vehicle or to apply for cover under the insurance or scheme or to comply with a term or condition of the insurance or scheme;
- if You are entitled to be wholly or partly protected by any other policy of insurance which specifically covers compulsory third party motor vehicle liability.

### **What You are not covered for - Liability**

These exclusions apply to Your liability cover and additional benefits under this Section 2 of Your Policy.

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:
    - remote controlled model or toy aircraft with a wingspan up to 1.5 metres including Drones under 2.5kg for personal use only;
    - surfboard, sailboard, kayak or surf ski;
    - watercraft no more than four metres long and that do not require registration under state or territory legislation, however, We will not cover any liability arising from personal watercraft (for example, jet skis);

- We cover under 'Additional benefits - Motor vehicle liability'.
- 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, however We will cover Your liability if You would have been liable without the agreement or contract.
- Directly or indirectly out of or in connection with the actual or alleged use or presence of 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 Damage.
- 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.
- Any business, profession, trade or occupation carried on by You.

This also does not include letting the home for domestic purposes or babysitting on a casual basis. Babysitting is not considered to be on a casual basis if:

- the babysitting is not of a casual nature;
- any licence or other permission is required by any government body or public authority in order to legally conduct the babysitting;
- the income derived from the babysitting is the primary or only source of the household's income;
- there is a registered business associated with the babysitting.

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 Personal Injury arises from their employment with You.
- Damage to 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 Property that belongs to any person You employ and that Damage to Property arises from their employment with You.

The exclusions that apply to Section 1, Section 3 and the General Terms and Conditions also apply to Your liability cover and additional benefits under this Section 2 of Your Policy.

### **Excess**

No Excess will be applied to Claims paid under Section 2

# Section 3 – Optional covers for an additional premium

## Valuable Items

This optional cover for Valuable Items under Section 3 of the Policy only applies when Your Policy Schedule shows that You have insured Your Valuable Items under this Policy.

If You require higher limits than those provided for Your Contents under Section 1 of this Policy, please select this optional cover.

### What are Valuable Items

Your special valuable and personal items which are listed on Your Policy Schedule, such as:

- Jewellery and watches;
- Items that contain gold or silver (but not items thinly covered with gold or silver); and
- Collections of stamps, money or medals.

### What are not Valuable Items

- Unset precious and semi-precious stones.
- Motor vehicles, motorcycles, mini-bikes, caravans, trailers, aircraft or accessories or spare parts of any of these items.
- Watercraft that are four meters long or larger.
- Watercraft less than four meters long that require registration under state or territory legislation.
- Personal watercraft (for example, jet skis)

### When We will pay for Valuable Items

Your Valuable Items are covered for accidental loss or accidental 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 accidental loss or accidental damage occurs within one hundred and eighty (180) consecutive days after You leave Australia.

### When We will not pay for Valuable Items

We will not pay if the accidental loss or accidental damage to Your Valuable Items 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.

### How We pay a Claim for Valuable Items

When accidental loss or accidental damage occurs to a Valuable Item, We will do one of the following:

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

We will decide which one We will do. Our choice will have regard to the circumstances of Your Claim and consider any preference You may have.

## Pairs and sets

This optional cover under Section 3 of the Policy only applies when each pair or set is listed as a Valuable Item in Your Policy Schedule.

In the event of a total loss of any item or article which is part of a pair or set, We agree to pay You – at Your option, exercisable after the loss – the full amount of the value of such pair or set, and You agree to surrender the remaining article or articles of the pair or set to Us.

## Electrical or Mechanical Breakdown

Mechanical or electrical breakdown means:

- any sudden and unforeseen physical loss or damage which may include (but is not limited to) the actual:
  - fusion on an electronic motor. Fusion is the process of fusing or melting together of the windings of an electric motor in an insured item following damage to their insulating material as a result of overheating caused by an electrical current;
  - breakdown, seizing, deformation or explosion of any part of the insured item of machinery; which is sufficient to prevent the machinery undertaking its normal operation.
- If Your Building is insured by this Policy, We pay for loss or damage caused by mechanical or electrical breakdown to built-in:
  - air-conditioners and coolers, and fans;
  - dishwashers, spa and pool filter motors; and
  - vacuum cleaners, security gates, or garage doors.

We also pay the cost to repair or replace an electrical machine or appliance that forms part of Your home if it has a mechanical or electrical breakdown.

- If Your Contents are insured by this Policy, We pay for loss or damage caused by mechanical or electrical breakdown to:
  - refrigerators, freezers, washing machines, clothes dryers;
  - portable air-conditioners and coolers, and portable fans;
  - portable vacuum cleaners, spa and pool filter motors, if the spa or pool filter is not built in, or portable dishwashers; and
  - water pumps used for domestic purposes.

We also pay the cost to repair or replace an electrical machine or appliance that forms part of Your Contents if it has a mechanical or electrical breakdown.

- Unless the mechanical or electrical breakdown is caused by fusion of an electric motor, We do not pay for the mechanical or electrical breakdown of:
  - radios, DVD and CD players, audio and amplifying equipment, televisions and video players;
  - sound or video recorders or cameras, microwave ovens;
  - equipment or motors under manufacturers guarantee or warranty; or
  - any item which is more than 20 years old

## Excess

No Excess will be applied to Claims paid under Section 3.

# General Terms and Conditions

## General exclusions applying to all Sections of this Policy

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
2. Any act(s) of Terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion. For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which:
  - involves violence against one (1) or more persons; or
  - involves damage to property; or
  - endangers life other than that of the person committing the action; or
  - creates a risk to health or safety of the public or a section of the public; or
  - is designed to interfere with or to disrupt an electronic system.
3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

4. This Policy also excludes Claims for loss, damage, destruction or liability arising from:
  - Lawful destruction or confiscation of Your property
  - Damage to a heating element. We will however 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
  - Action of the sea, tidal wave, high water, or erosion
  - Any event that does not occur within the period of insurance.
5. This Policy also excludes Claims for loss, damage, destruction or liability arising from:
  - erosion, structural fault or design fault, landslide, subsidence, settling, shrinkage or expansion of earth, vibration or earth movement, other than loss or damage to Buildings occurring within 72 hours of and caused by landslide or subsidence, and as a direct result of one of the following:
    - storm including rainwater, hail, snow or wind;
    - Flood;
    - earthquake or tsunami;

- explosion;
  - escape of liquid from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or drain;
6. This Policy also excludes Claims for loss or damage to Electronic Data. However, this exclusion does not apply to destruction, loss or damage to Electronic Data caused by:
- fire;
  - lightning or thunderbolt;
  - explosion or implosion;
  - earthquake;
  - subterranean fire or volcanic eruption;
  - impact by aircraft and/or other aerial device and/or articles dropped from them;
  - sonic boom;
  - power surge;
  - theft which is a consequence of theft of any computer and/or computer hardware and/or firmware and/or microchip and/or integrated circuit and/or similar device containing such electronic data;
  - breakage of glass;
  - the acts of persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising;
  - storm and/or storm surge and/or tempest and/or rainwater and/or wind and/or hail; or
  - water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes.

For the purposes of this exclusion, 'Electronic Data' means any facts, concepts and/or information converted to a form useable for communications and/or displays and/or distribution and/or processing by electronic and/or electromechanical data processing and/or electronically controlled equipment which includes but is not limited to programs and/or software and/or other coded instructions for such equipment.

7. We will not cover Your Buildings and Your Contents for a period of 72 hours from the time of the commencement of Your insurance for destruction, loss or damage caused by:
- Bushfire;
  - a named cyclone; or
  - Flood or tsunami.

We will provide cover, however, if:

- this insurance commences directly after another insurance Policy with equivalent cover for the same property expired without a break in cover; or
  - You have entered into a contract of sale to purchase the property which has not completed and under which the risk has passed to You as purchaser.
8. We will not provide cover under any sections of this Policy if there are any alterations, repairs, renovations or additions to Your Buildings that cost more than \$100,000, unless agreed to in writing by IAL Underwriting.
9. This Policy also excludes Claims for consequential loss of any kind, except if specifically covered by this Policy. This means We will not pay for direct or indirect financial or economic loss. For example, loss of use, loss of profits or depreciation.

10. This Policy also excludes Claims for loss, damage, destruction or liability arising from:
- contamination as a result of the manufacturing, storage or distribution at the property, of any Controlled Drug; or
  - contamination as a result of the use at the property, of any Controlled Drug.
11. We will not provide cover under any sections of this Policy if there is a business being run from the property where there are any employees who do not normally reside at the property, unless agreed to in writing by IAL Underwriting.

### **Sanction limitation and exclusion clause**

You are not insured under any section of this Policy where a Claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

### **When Your cover does not apply**

Your cover for Your Buildings, Contents and Valuable Items will not apply if, for a continuous period of one hundred (100) days or more, no one has Occupied Your Buildings, unless the destruction, loss or damage results from lightning, thunderbolt, riot and civil commotion, damage directly caused by impact by a vehicle, aircraft, waterborne craft, space debris, rocket, satellite, or 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 one hundred (100) days. If We agree to provide cover, We will advise You in writing.

### **Other interests**

You must not transfer any interests in this Policy without Our written consent.

Any person whose interests You have told Us about and We have noted on Your Policy Schedule is bound by the terms of this Policy.

### **What You are required to do for Us**

- You must pay Us the premium for this Policy.
- You must tell Us as soon as reasonably 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 take reasonable steps to ensure that anyone doing anything on Your behalf obeys all relevant laws
- You must comply with the terms and conditions of this Policy.

It is important for You to know that We may make changes to this Policy as a result of a change in Your information. When there is a change, We will inform You.

### **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 Your Steadfast Broker to assist You in making a Claim.

In an emergency outside normal business hours You may ring Our emergency service on 1300 559 019 for assistance.



### **What You must do when You make a Claim**

You must make Your Claim as soon as reasonably possible after You suffer a loss. If You do not make Your Claim within thirty (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 at a reasonable time and place.
- Tell Us about any prosecution or inquest that may be held.
- Send Us any document relating to Your Claim as soon as reasonably possible after You receive 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.
- 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 that You have made and We have paid 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. When We make a request, we will only request information or co-operation that is required to enable Us to pursue these rights and will provide an explanation as to why they are needed.

### **Goods and Services Tax (GST)**

Unless expressly stated otherwise, all dollar amounts described in this Policy are inclusive of GST.

If You are (or required to be) registered for GST You must tell Us Your Australian Business Number and entitlement to an input tax credit which We will deduct from any Claim payment We make to You.



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