

# **Home Elite Insurance**

**Product Disclosure Statement and Policy** 

## Welcome to your Home Elite Insurance

This booklet contains a Product Disclosure Statement (PDS), which provides important information to help you make an informed decision about your insurance. It also contains your policy, which details the cover we provide and any exclusions or limitations. Please read this booklet carefully and keep it in a safe place with your policy schedule.

If you need assistance at any time, please call us on 1300 988 988.

# Contents

Your benefits at a glance	2
When you need to make a claim	3
Product Disclosure Statement	5
Your Home Elite Policy	11
Cover for your contents	17
Legal liability cover	24
Personal property cover	25
General exclusions	26
Words with special meanings	28
Paying your claim	30
Complaints and disputes	32

## Your benefits at a glance

Life is full of surprises.
No matter how big or small,
Guild Insurance is here when you need us.

#### The unthinkable happens – we're your safety net.

No-one likes the idea of losing their home; but sometimes the worst can happen. This is when we will look after you by providing:

- 20% safety net in case the cost to rebuild is higher than you originally thought
- · temporary accommodation cover until you can move back in, and
- 15% additional cover for rebuilding costs, for example removal of debris, architects and other professional fees and building permits.

# Unexpected events – we'll be here no matter what time of day.

It's the middle of a storm and your house is damaged. What do you do? Where do you stay? That's why we provide cover for:

- storm, hail and rainwater damage
- temporary accommodation costs
- · guests' and visitors' contents, and
- · temporary repairs to prevent further damage.

#### Life's little inconveniences - just as important to us.

Your fridge motor burns out, the power goes out in the middle of summer, or even worse your bag is stolen with your house keys inside! That's why we include cover for:

- electric motor replacement
- spoiled foods and medications
- · replacement locks and keys, and
- Australia wide personal property cover for items like your phone and sunglasses.

# When you need to make a claim

When things go wrong and you need to make a claim remember we're here to help.

Contact us on **1300 988 988** 24 hours, 7 days, we'll be here when you need us.

#### Assist us with your call

You can help us by having the following information available when you call:

- Your policy number.
- Details of the event giving rise to the claim (where, when, how).
- An estimate of the loss or damage.

#### Report to police

Advise the police as soon as reasonably possible of any malicious damage or act, theft, attempted theft, burglary or accidental loss, and give them a list of items damaged, stolen or lost. You will need to give us the name of the police officer, station reported to and date reported, and a copy of the police report.

#### **Prevent further loss**

Try to do everything you reasonably can to prevent any further loss or damage from occurring.

In the event of severe storm damage, contact the State Emergency Service, your local council or us for assistance.

#### Assist us with your claim

You will need to give us any information relevant to your claim that we may need to handle, assess or investigate your claim, in order to allow a settlement of your loss. This may include providing us with quotations for the repair or replacement of your property, or giving evidence in court if required.

If you make a claim and we wish to recover the amount we have paid from another person then, subject to the Insurance Contracts Act, we can do so. You and any other person entitled to cover under this policy must give us any information and help that we may reasonably require.

#### Allow us access

You may be required to let us enter your home to investigate the cause of loss or damage following a claim.

#### Make your damaged property available

You must make your damaged property available for inspection by us or a representative of ours and, if we require, deliver the items which have been damaged to us.

#### Provide proof of ownership, loss or damage

When you make a claim you may be required to provide proof of your ownership and value of the items you are claiming for.

Some acceptable proof of ownership documents are listed below.

• Sales receipts or accounts (originals or duplicates) showing the date, purchase price, a description of items purchased and place of purchase.

- Credit card statements or bank statements showing the purchase transaction details.
- Model and serial numbers of the lost or damaged property.
- Instruction booklets, and owner's manuals.
- · Valuations.
- Builder's, electrician's or other relevant tradesman's reports detailing the loss or damage.
- Photos clearly showing the items.

#### Pay your excess

Please refer to the section 'Excess' on page 8 for more details about your excess.

#### Co-operate with us

When requested, you must provide us with all proof, information, co-operation and assistance in relation to a claim, including giving evidence in court, as we may reasonably require.

#### **Liability claims**

If you receive notification of any claim made against you, you should promptly forward any demand, writ, summons or proceedings which you receive relating to any prosecution, inquest or hearing and all other information relevant to those matters where any liability under this policy may arise.

#### What you must not do when making a claim

#### Admission of liability

You must not admit guilt or liability to anyone.

You must not offer, agree or promise to settle any claim without our prior consent.

#### **Authorisation of repairs**

Apart from emergency repairs necessary to prevent or minimise further damage, you should not carry out or authorise any repairs or arrange replacement of any property without our prior consent.

#### Disposal of damaged goods

Do not dispose of any damaged property without our prior consent. We may need such property for inspection and assessment of repair costs by our representative or us.

You should not wash or clean or remove debris from an area damaged by fire unless we have agreed for you to do so.

## **Product Disclosure Statement**

This PDS provides important information about the policy together with a summary of its key features, benefits, risks and costs. For full details of the cover provided please read the policy which starts on page 11.

#### Significant features and benefits

Home Elite Insurance offers three types of cover to choose from: Home Insurance, Contents Insurance and Personal Property Insurance. The covers you choose will be shown on your policy schedule.

Here is a summary of the significant benefits provided by each type of cover. For the full details you must read the entire policy which starts on page 11.

#### 1. Home insurance provides cover for the following:

**Accidental loss or damage** to your home up to the sum insured shown on your policy schedule. This includes loss or damage caused by flood, but only if your policy schedule shows that flood cover is included.

**Legal liability** for accidental loss or damage to someone else's property and accidental death or bodily injury of another person for which you are legally liable as owner and/or occupier of your home, up to an amount of \$20 million.

**Additional benefits** as described in the policy on pages 12–16, including the following:

- Rebuilding costs including the reasonable costs of: demolition of your home and removal of debris from the site; architects, surveyors, engineers and professional consultants; building permits and approvals from local authorities; and temporary repairs and protection of your home. We pay in total up to 15% of the sum insured for your home for these costs.
- Sum insured safety net up to 20% in addition to the sum insured for your home following a significant event where your sum insured is inadequate to repair or replace your home. This is to protect against the likely increase in building costs following the event and does not increase the sum insured for your home by this amount or any benefit expressed as a percentage of your sum insured.
- Emergency accommodation costs for up to 7 days if your home becomes unliveable due to loss or damage covered by this policy.
- **Temporary accommodation costs** you incur for similar temporary accommodation if your home becomes unliveable due to loss or damage covered by this policy. We pay up to 20% of the sum insured for your home or 12 months.
- Exploratory costs to find the cause of loss or damage.
- Locks and keys up to \$2,500 if your keys are lost or stolen.
- Modifications to your home following serious injury. We pay up to \$25,000.
- Funeral expenses up to \$25,000.
- Trees, plants and shrubs up to \$5,000 for the reasonable costs of replacement.
- Building materials awaiting installation up to \$2,500.
- Rainwater tank up to \$1,500 towards a new tank if we replace your home.
- Solar panels up to \$2,000 towards a solar heating system if we replace your home.
- Mortgage discharge costs up to \$5,000 for fees charged to discharge your mortgage and prepare new title deeds if we have paid the full sum insured for your home.
- Landlords cover only applies if we have agreed to insure your home as a tenanted property.

#### 2. Contents insurance provides cover for the following:

**Accidental loss or damage** to your contents up to the sum insured shown on your policy schedule. This includes loss or damage caused by flood, but only if your policy schedule shows that flood cover is included.

**Legal liability** for accidental loss or damage to someone else's property and accidental death or bodily injury of another person for which you are legally liable as occupier of your home and/or owner of your contents, and for your personal legal liability arising anywhere in the world, up to an amount of \$20 million.

Additional benefits as described in the policy on pages 18-23, including the following:

- Australia-wide cover for most contents items anywhere in Australia while temporarily removed from your address. (Note: some limitations apply. Please see the policy on page 19.)
- Emergency accommodation costs for up to 7 days if your home becomes unliveable due to loss or damage covered by this policy.
- **Temporary accommodation costs** you incur for similar temporary accommodation if your home becomes unliveable due to loss or damage covered by this policy. We pay up to 20% of the sum insured for your home or 12 months.
- Credit cards or other financial transaction cards up to \$2,500 for loss caused by the unauthorised use of your credit cards or other financial transaction cards.
- Food and medication spoilage up to \$1,500.
- Guests' or visitors' contents up to \$5,000.
- Removal of damaged property up to \$5,000 for the cost of removing contents debris and damaged property.
- Security firm attendance up to \$5,000 to cover the cost of security firm attendances if we pay a claim.
- Spare parts and accessories up to \$1,000.
- **Temporary repairs** reasonable costs to prevent further loss or damage.
- Tools, instruments and equipment up to \$5,000.
- Veterinary expenses up to \$1,000 for veterinary expenses if your pet is injured as a result of vehicle impact.
- Landlords cover only applies if we have agreed to insure your home as a tenanted property.

#### 3. Personal property insurance provides cover for the following:

**Unspecified personal property** provides cover for accidental loss or damage to your unspecified personal property items up to an amount of \$2,500 per item, pair, or set and in total \$15,000 anywhere in Australia, and for up to 90 consecutive days elsewhere in the world.

**Specified personal property** provides cover for accidental loss or damage to your specified personal property items up to the individual limits shown on your policy schedule anywhere in Australia, and for up to 90 consecutive days elsewhere in the world.

#### What you must tell us

When answering our questions you will need to answer for yourself and anyone else who may receive a benefit under this insurance cover. It is important that you answer our questions truthfully and accurately, as they may affect our decision to insure you or pay a claim.

If more than one person is insured under this policy, a failure or wrongful action by one of those persons may adversely affect the rights of the other person(s) insured under this policy.

# Your duty to take reasonable care not to make a misrepresentation

Before you enter into an insurance contract, you have a duty under the Insurance Contracts Act 1984 to take reasonable care not to make a misrepresentation.

Any offer of insurance depends on our assessment of your circumstances. Our decision will be based on the information you give us in response to the questions we ask when you apply for, renew or change your insurance with us.

Each question we ask you is important to our decision to provide you with cover. Even matters that may seem minor can affect our assessment. You should therefore treat every question as important.

If we ask you questions that are relevant to our decision to insure you and on what terms, you must take care to answer the questions truthfully, accurately, completely and to the best of your knowledge. You have this duty until we agree to insure you.

## Failing in your duty may impact your cover in a significant way

Inaccurate, incomplete or misleading information may have a serious impact on your insurance. We may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

#### **Exclusions applicable to your policy**

Your policy may not provide you with cover in certain circumstances. Information about things that are not covered is included in each section of your policy under the headings 'We do not cover:' and 'We will not pay for:'. Further information about exclusions that apply to all sections of your policy is contained on pages 26–27.

#### **Sum insured**

The sum insured shown on your policy schedule includes taxes and charges and is the maximum amount we are obliged to pay in settlement of any claim unless otherwise stated in your policy.

#### **Inflation protection**

We will adjust the sum insured shown on your policy schedule for your home and contents at the end of each period of insurance to provide some measure of protection against increasing costs. You should check your sums insured to ensure they are adequate.

#### **Premiums**

The amount we charge you for this insurance when you first insure with us and when you renew is called the premium. We calculate your premium after taking a variety of factors into account. Some factors can affect the amount of your premium. The higher your risk profile, the higher your premium. Using our experience, we decide what factors will increase your risk profile and how they impact on the premium.

Your premium also takes into account our obligation to pay any relevant compulsory government charges, taxes or levies (eg stamp duty, GST and fire services levy), in relation to your policy. These amounts will be shown separately on your policy schedule as part of the total premium payable.

The following table is a guide on how these factors combine together and may influence our assessment of the risk and therefore, your premium.

FACTOR	PREMIUM MAY BE LOWER	PREMIUM MAY BE HIGHER
The postcode where your home and/or contents are located	Lower risk postcode	Higher risk postcode
The amount you choose to insure your home and/or your contents	Lower sum insured	Higher sum insured
Types of covers selected for your policy	Both home and contents taken together	Home taken without contents or vice versa
The age of your home	Lower age	Higher age
The construction type of your home	Brick	Non-brick
The construction type of your roof	Tiles	Other than tiles
The building type	House	Flat or unit
The purpose for which your home is used	Owner occupied	Holiday home, or rented to tenants
The age of the oldest person residing in your home	Older persons	Younger persons
The security of your home	Approved alarm system	Poor security
Somebody is normally at home during the day	Yes	No
The amount of your excess	A higher standard excess is selected	A higher standard excess is not selected
Your claims history	No prior claims	Prior claims

#### **Discounts**

We offer special promotional discounts to some customer groups from time to time. Any discounts you are entitled to are included in the premium we charge you.

Details of special promotional discounts that may be offered from time to time, and your eligibility for any discount, are available in our 'Guide to Premiums, Discounts and Excesses'. You may obtain a copy of this guide by visiting our website **guildinsurance.com.au** or calling us on **1300 988 988**.

#### **Excess**

When you make a claim under your policy, you may be required to pay an excess in respect of your claim. The amount of each applicable excess is shown on your policy schedule. The excess is only applied once per event, even if you claim under more than one section. We may give you the option of selecting a higher excess. The higher the excess you choose, the lower your premium. You do not have to pay the excess when you make a claim, however you will have to pay the excess before we will pay any money in relation to your claim.

#### **Premium payment**

#### **Annual payment**

You must pay the annual premium for your policy by the commencement of the period of insurance. If we do not receive your premium by this date or your premium is dishonoured, your policy will not operate and there will be no cover.

#### **Premium payments by instalments**

When you pay your premium by instalments:

- if a premium is overdue for a period exceeding 14 days we may refuse to pay any claim arising from an event that happens after the due date of the instalment
- if a premium is overdue for a period exceeding one calendar month we may cancel your policy, and
- if we agree to pay your claim, we will deduct any outstanding premium from the claim payment.

#### **Premium refund**

If your policy is cancelled and a refund of premium is due, we will retain from the premium you have paid to us a pro-rata amount that represents the period you were covered by us up to the date of cancellation (including any non-refundable duties or charges). We will refund the balance of the premium you have paid unless you have made a claim or are entitled to make a claim on your policy. We will not refund any premium amount less than \$5.00.

If the cover provided by your policy is altered and a refund of premium is due, we will refund the difference between the premium you have paid to us and the revised premium payable unless you have made a claim or are entitled to make a claim on your policy. We will not refund any premium amount less than \$5.00.

#### **Cooling off period**

If the policy does not meet your needs then you may cancel it within 21 days of the commencement of cover by notifying us in writing. You will receive a refund of the premium you have paid (less any non-refundable duties or charges) unless you have made or are entitled to make a claim under the policy. You still have cancellation rights after this cooling off period ends.

#### **Cancelling this policy**

You may cancel this policy at any time by giving us written notice. If you pay your premium by instalments, you must pay us any unpaid instalments that are due. We may cancel this policy in accordance with the Insurance Contracts Act.

On cancellation we will retain from the premium you have paid to us a pro-rata amount that represents the period you were insured by us up to the date of cancellation, unless you cancel your policy within the initial 21 day cooling off period.

#### Other important information

#### **GST**

#### Sums Insured

The Sum Insured that you choose should include Goods and Services Tax (GST). In the event of a claim, if you are not registered for GST, we will reimburse you the GST component in addition to the amount we pay you. If you are registered for GST, you will need to claim the GST component from the Australian Tax Office. Where you cannot claim the GST component in full, we will reimburse you the unclaimed GST component in addition to the amount we pay you.

#### Claim Settlement

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 the GST Act 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 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 the GST Act had the payment been applied to acquire such goods, services or other supply.

#### Disclosure of Input Tax Credit Entitlement

You must advise us of your correct input tax credit percentage where you are registered as a business and have an Australian Business Number. Any GST liability arising from your incorrect advice is payable to you.

#### Other persons bound by this policy

Any person entitled to cover under this policy is bound by its terms and conditions.

## When your home is unoccupied for more than 60 consecutive days

We will not cover you for loss or damage caused by events listed in this policy (other than arising from earthquake, impact, riot, civil commotion or public disturbance) if your home has been unoccupied for a period of 60 or more continuous days unless you have obtained our written consent and paid any additional premium required by us.

For your home to be considered occupied, it must be sufficiently furnished to be lived in, connected to electric power, and you or someone nominated by you must have stayed in your home for two consecutive nights on at least one occasion in a 60 day period.

If you will not be living in your home for more than 60 consecutive days, you are required to:

- tell us beforehand
- pay us any extra premium which may be applicable, and
- make sure that someone collects your mail and sees to the general tidiness of your home so as not to encourage intruders.

#### Notification of change of risk

You must notify us as soon as possible if any change is made to your home, contents or personal property that might affect the nature of the risk covered by this policy or the terms of any subsequent renewal.

#### **Breach of policy**

If you fail to comply with this policy and your breach or failure prejudices our interests, subject to the Insurance Contracts Act, we may refuse to pay any claim under this policy, whether in whole or in part. We may also choose to cancel your policy, or do both.

#### Legal representation

We may represent or defend you or any person entitled to cover under this policy in respect of legal liability as we see fit at any inquest or inquiry or in any action or proceedings.

#### **Protection of property**

You must do everything you can to safeguard your home, contents and personal property from damage, maintain them

in good condition and minimise the risk of injury from them. This includes compliance with all laws, by-laws and statutory regulations.

#### Fraudulent claims

If any claim made under this policy is made fraudulently, subject to the Insurance Contracts Act, we may refuse payment of the claim, or cancel your policy, or do both.

#### Hazardous goods

If you are storing hazardous goods or substances in your home or at your address, you must comply with all applicable laws and regulations.

#### How to make a claim

For information on making a claim, see 'When you need to make a claim' on pages 3–4.

#### Our commitment to you

We value our customers and work hard to build strong and lasting relationships.

When dealing with you we will act reasonably, respectfully and fairly towards you, taking into account your and our respective interests.

We will do so by:

- managing your policy and any claim you may make courteously, promptly and efficiently;
- respecting your entitlement to the full benefit of the cover provided by your policy in respect of any covered claim;
- giving reasonable consideration to any request you might make:
- applying sound judgement before exercising any right, discretion or remedy in respect of your policy cover; and
- ensuring any conditions we impose are reasonable in the circumstances.

# What happens if you disagree with one of our decisions or have a complaint about our service?

Despite our best intentions, sometimes we get it wrong.

If you want to question one of our decisions, or if you have a complaint about how we have handled your policy or claim, we want you to tell us.

Please do not hesitate to contact us should you have any matter which you feel has not been satisfactorily resolved.

#### What to do if you have a complaint

For information on making a complaint, see 'Complaints and disputes' on page 32.

#### **Privacy**

We respect your rights to privacy and are committed to complying with all applicable privacy laws. These laws include the Privacy Act 1988, which incorporates the National Privacy Principles for the fair handling of personal information.

By entering into this insurance contract with us you agree to the collection, use and disclosure of your personal and sensitive information:

- for the primary purpose of evaluating, effecting, managing and administering this or any other insurance cover, or financial service or product provided to you previously, currently or in the future by us, any related company, or in conjunction with us;
- about your health, your criminal convictions (with the exception of your spent criminal convictions), or membership of associations, where appropriate and only for the above stated primary purpose;
- for the secondary purpose of informing you of other products and services offered by us, our related corporations or your professional association and to test and improve upon the insurance systems used to manage your policy.

We may disclose, and you consent to our disclosure of, your personal and sensitive information:

- from or to your professional association, or from or to our service providers (including but not limited to lawyers, claims consultants and reinsurers) for the above stated primary purpose;
- to a person if we are required or permitted to do so by law.

If you do not provide the requested personal information, we may not be able to evaluate, effect, manage or administer your cover and you may be in breach of your duty to take reasonable care not to make a misrepresentation.

You may access personal information we hold about you by writing to us or calling us on **1300 988 988** during office hours. We generally provide the information we hold free of charge.

#### **The General Insurance Code of Practice**

We are a signatory to and fully support the General Insurance Code of Practice (the Code).

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.

Please contact us if you would like further information about the Code of Practice. Alternatively, you can view the Code of Practice at **codeofpractice.com.au**.

# Your Home Elite Policy

Welcome to your Home Elite policy. The next few pages outline what we will cover, what we won't cover and the benefits we'll pay you in the event of a claim.

#### Our agreement with you

The agreement between you and us consists of:

- your application
- this PDS and Policy booklet
- · your policy schedule, and
- any subsequent endorsement.

When we have accepted your application and you have paid or agreed to pay the premium for the insurance cover you have chosen, including any relevant government charges, taxes or levies, we issue a policy schedule to you.

We agree to insure you subject to the terms, conditions, limitations and exclusions set out in this policy for the period of insurance shown on your policy schedule.

### Cover for your home

If you have chosen to include this cover it will be shown on your policy schedule.

If your home suffers accidental loss or damage, we will choose to do one of the following:

- Repair the damaged portion of your home.
- Replace your home.
- Pay you an amount equal to the reasonable cost to repair or replace your home.

If we repair or replace your home, this includes any additional costs incurred in complying with changed government or local authority regulations or by-laws.

The most we will pay for your home is the sum insured shown on your policy schedule unless otherwise stated in your policy.

Please refer to the section 'Words with special meanings' on pages 28–29 for details of what your 'home' means.

#### **HOME INSURANCE WE DO COVER**

#### **Accidental loss or damage**

We will cover your home for any accidental loss or damage not otherwise excluded.

#### Flood

Loss or damage caused by flood, but only if your policy schedule shows that flood cover is included. The cover provided is subject to any conditions, limitations or exclusions of this policy.

#### **HOME INSURANCE WE DO NOT COVER**

Loss or damage caused by flood if your policy schedule shows flood cover is excluded.

Storm, hail, rainwater or flood damage to retaining walls, paths, driveways, tennis court surfaces, paved or concrete outdoor surfaces and trees, shrubs or plants.

Storm, hail or rainwater damage to the external paintwork of your home, if that is the only damage sustained to that part of your home.

Malicious acts or vandalism by:

- you
- any person who lives with you
- your tenant or their family (other than as provided for under the additional benefit 'Landlords cover' on page 15), or
- any person who normally lives with your tenant.

#### **HOME INSURANCE WE DO NOT COVER**

Theft, attempted theft, burglary or housebreaking by:

- any person who lives with you
- your tenant or their family (other than as provided for under the additional benefit 'Landlords cover' on page 15), or
- any person who normally lives with your tenant.

For claims for electric motor burnout this insurance does not cover:

- any part of the machine other than the electric motor
- a replacement motor if one is not available for any reason. In this case we will only pay the value of the motor prior to it burning out or the reasonable costs of repairing the motor, whichever is the lesser
- any electric motor covered by any warranty or guarantee, or
- loss or damage to any motor that is more than 10 years old.

Loss or damage caused by:

- an animal kept at your address, or
- any birds, insects, vermin, termites or moths, including eating, clawing, chewing or pecking.

Accidental loss or damage caused by tenants other than as provided for under the additional benefit 'Landlords cover' on pages 15–16.

Loss or damage detailed in the section 'General exclusions' on pages 26-27.

#### Additional benefits to your home cover

The additional benefits listed below are in addition to the sum insured for your home. These additional benefits only apply when you have insured your home.

HOME INSURANCE		
WE WILL ALSO PAY FOR	WE WILL NOT PAY FOR	MAXIMUM BENEFIT
<ul> <li>Rebuilding costs</li> <li>Following loss or damage insured by this policy, we will pay the reasonable costs of the following:</li> <li>Demolition of your home and removal of debris from the site.</li> <li>Architects, surveyors, engineers and professional consultants fees.</li> <li>Building permits and approvals from local authorities.</li> <li>Temporary repairs and protection of your home to prevent further damage.</li> </ul>	Removal of fallen trees or branches where no damage to your home has occurred.	In total 15% of the sum insured for your home.
Sum insured safety net  If an event causes insured loss or damage to your home and the cost of repairing or replacing it exceeds the sum insured we will allow a further amount to protect against the likely increase in building costs following the event.  This benefit does not increase the sum insured for your home by this amount or any benefit expressed as a percentage of your sum insured.	Any amount above the sum insured if alterations made to your home during the period of insurance would have increased the value of your home by more than 10% and you had not requested an increase in your sum insured before the loss or damage occurred.	20% of the sum insured for your home.

HOME INSUR	ANCE	
WE WILL ALSO PAY FOR	WE WILL NOT PAY FOR	MAXIMUM BENEFIT
<ul> <li>Emergency accommodation</li> <li>If your home is your principal residence and becomes unliveable as a result of:</li> <li>loss or damage insured by this policy, or</li> <li>emergency services refusing you access to your home for safety reasons following an event in the vicinity of your home, we will pay the reasonable costs you incur, with our agreement, for emergency accommodation for up to 7 days.</li> <li>If we pay emergency accommodation for you, we will also pay for temporary accommodation for your pets in a commercial boarding establishment for the same period.</li> </ul>	Any costs for emergency accommodation if you were not living in your home at the time.  Any costs incurred for emergency accommodation after you can access your home.  Emergency accommodation provided for free.	\$2,000
Temporary accommodation  If your home is your principal residence and becomes unliveable as a result of loss or damage insured by this policy, we will pay the reasonable additional costs you incur, with our agreement, for similar temporary accommodation until you are able to live in your home.  The amount we pay you will be based on the rental value of your home immediately before the loss or damage occurred.  If we pay your temporary accommodation costs, we will also pay for temporary accommodation for your pets in a commercial boarding establishment for the same period.		20% of the sum insured for your home or 12 months, whichever is the lesser.
Exploratory costs  Following loss or damage insured by this policy, we will pay the reasonable costs incurred, with our consent, in locating the cause.		Reasonable costs
Locks and keys  If the keys to your home are lost or stolen, we will pay the cost of rekeying or replacing (whichever is the lesser) locks and cylinders on external doors and windows for which the lost or stolen keys were intended.		\$2,500
Emergency services  We will pay to repair damage to your home caused by emergency services in the case of a medical emergency.		\$2,000
Modifications to your home  If you are injured as a result of loss or damage insured by this policy and that injury results in your paraplegia or quadriplegia, we will pay for modifications to your home so that you can continue to live in your home.		\$25,000

HOME INSURANCE		
WE WILL ALSO PAY FOR	WE WILL NOT PAY FOR	MAXIMUM BENEFIT
Funeral expenses  If you are injured as a result of loss or damage insured by this policy and that injury results in your death within 90 days, we will pay your estate an amount to assist with your funeral expenses.		\$25,000 in total in any period of insurance.
<ul> <li>Landscaping, trees, plants and shrubs</li> <li>Following loss or damage insured by this policy, we will pay the reasonable costs of replacing:</li> <li>landscaping features, such as fountains, ponds, water features and rockwork, and</li> <li>inground trees, plants and shrubs.</li> </ul>	Loss or damage caused by:  the escape of liquid from:  any water main or fixed pipe, gutter or guttering, fixed tank or drain, or  a fixed heating or cooling system.  storm, hail or rainwater, or  flood.	\$250 per tree, plant or shrub. \$5,000 for any one claim.
Building materials awaiting installation  Following loss or damage insured by this policy, we will pay the costs of replacing any uninstalled building materials, fixtures or fittings purchased by you and at your address awaiting installation within 60 days of purchase.	Theft of these items from the open air or a building not capable of being locked.	\$5,000
Loss of metered water or gas  Following loss or damage insured by this policy, we will reimburse you for costs you become legally liable to pay for loss of metered water or gas.		\$500
Rainwater tank  If we replace your home following loss or damage insured by this policy, we will pay the reasonable costs to install a rainwater tank.	Any amount covered by a government subsidy or rebate.  Any amount covered under additional benefit 'Sum insured safety net' above.	\$1,500
Solar panels  If we replace your home following loss or damage insured by this policy, we will pay the reasonable costs to install a solar heating system.	Any amount covered by a government subsidy or rebate.  Any amount covered under additional benefit 'Sum insured safety net' above.	\$2,000

HOME INSURANCE		
WE WILL ALSO PAY FOR	WE WILL NOT PAY FOR	MAXIMUM BENEFIT
Mortgage discharge costs	Interest on your loan.	\$5,000
Following loss or damage insured by this policy, we will pay the reasonable costs of:  • administrative fees charged by your financial institution for the	Penalty charges associated with early repayment of your loan.	
discharge and reinstatement of the mortgage on your home, and		
preparation of new title deeds for your home,		
if we have paid the full sum insured for your home.		

## Additional benefits to your home cover

#### Landlords cover

If you have indicated to us that your home is rented to tenants and we have agreed to insure you on that basis it will be shown on your policy schedule. We will extend cover provided to you to include the following benefits:

HOME INSURANCE		
WE WILL ALSO PAY FOR	WE WILL NOT PAY FOR	MAXIMUM BENEFIT
Malicious acts by tenants  We will pay for loss or damage to your home resulting from malicious acts or vandalism by your tenants, their family or invitees.  Theft, attempted theft, burglary or housebreaking by tenants		The sum insured for your home.  The sum insured for your home.
We will pay for loss or damage to your home resulting from theft, attempted theft, burglary or housebreaking by your tenants, their family or invitees.		
Accidental loss or damage caused by tenants  We will pay for accidental loss or damage to your home caused by tenants but only if it arises from one of the following events:  • Electric motor burnout.  • Escape of liquid from:  - any water main or fixed pipe, gutter or guttering, fixed tank or drain  - a sink, toilet, bath, spa or basin  - a fixed heating or cooling system  - a dishwasher or washing machine  - a waterbed, or  - an aquarium.  • Fire or explosion.  • Impact by a vehicle.	For claims for electric motor burnout this policy does not cover:  • any part of the machine other than the electric motor  • a replacement motor if one is not available for any reason. In this case we will only pay the value of the motor prior to it burning out or the reasonable costs of repairing the motor, whichever is the least  • any electric motor covered by any warranty or guarantee, or  • loss or damage to any motor that is more than 10 years old.	The sum insured for your home

HOME INSURANCE		
WE WILL ALSO PAY FOR	WE WILL NOT PAY FOR	MAXIMUM BENEFIT
<ol> <li>Loss of rent following insured loss or damage.</li> <li>If your home becomes unliveable for a minimum of 7 days as a result of loss or damage insured by this policy, we will pay for the loss of rent until your home can be lived in again.</li> <li>The amount we will pay you is the weekly rental payable under the current rental agreement.</li> <li>If your home was not tenanted at the time of the event causing insured loss or damage the amount we will pay you will be based on the rental value of your home immediately before the loss or damage occurred.</li> <li>Loss of rent following prevention of access.</li> <li>We will pay for the loss of rent when access to your home is prevented due to damage to adjoining property.</li> </ol>	Loss of rent after your home can be lived in again.  Loss of rent if your home was not tenanted for the 60 days before the date of the event causing insured loss or damage.  Loss of rent if your tenant defaults on rent payments due under the rental agreement in any circumstance.	52 weeks rent.
Landlords contents  If your home is rented on an unfurnished basis we will pay for loss or damage from an insured event to your carpets, curtains, internal blinds, unfixed light fittings and any domestic electrical appliances provided by you for your tenant's use.  If your home is rented on a furnished basis, you should take cover for these and other contents items under the 'Cover for your contents' section.		\$10,000

## Cover for your contents

If you have chosen to include this cover it will be shown on your policy schedule.

If your contents (which includes unspecified personal property) suffer accidental loss or damage, while contained in your home, we will choose to do one of the following:

- Repair the damaged contents.
- Replace the lost or damaged contents.
- Pay you an amount equal to the reasonable cost to repair or replace the lost or damaged contents.

Please refer to 'Words with special meanings' on pages 28–29 for details of what 'contents' and 'personal property' mean.

Please also refer to page 18 for details of value limits applicable to some contents items unless they are insured as specified contents for a higher amount as shown on your policy schedule.

The most we will pay for your contents is the sum insured shown on your policy schedule unless otherwise stated in your policy.

#### **CONTENTS INSURANCE WE DO COVER**

#### **Accidental loss or damage**

We will cover your contents for any accidental loss or damage not otherwise excluded while contained in your home.

#### Flood

Loss or damage caused by flood, but only if your policy schedule shows that flood cover is included. The cover provided is subject to any conditions, limitations or exclusions of this policy.

#### **CONTENTS INSURANCE WE DO NOT COVER**

Loss or damage caused by flood if your policy schedule shows flood cover is excluded. Malicious acts or vandalism by:

- you
- any person who lives with you
- your tenant or their family (other than as provided for under the additional benefit 'Landlords cover' on page 22), or
- any person who normally lives with your tenant.

Theft, attempted theft, burglary or housebreaking by:

- any person who lives with you
- your tenant or their family (other than as provided for under the additional benefit 'Landlords cover' on page 22), or
- any person who normally lives with your tenant. For claims for electric motor burnout this insurance does not cover:
- · motors forming part of equipment used in connection with your trade, business or occupation
- any part of the machine other than the electric motor
- a replacement motor if one is not available for any reason. In this case we will only pay the value of the motor prior to it burning out or the reasonable costs of repairing the motor, whichever is the lesser
- any electric motor covered by any warranty or guarantee, or
- loss or damage to any motor that is more than 10 years old.

Loss or damage caused by:

- an animal kept at your address, or
- · any birds, insects, vermin, termites or moths, including eating, clawing, chewing or pecking.

#### **CONTENTS INSURANCE WE DO NOT COVER**

Accidental loss or damage caused by your tenants other than as provided for under the additional benefit 'Landlords cover' on page 22.

Breakage of non-ornamental glassware, porcelain, china, pottery, earthenware, crystal and mirrors while in use, or being carried by hand.

Damage to sporting goods or equipment while in use.

Damage to your contents while in the open air.

Loss or damage detailed in the section 'General exclusions' on page 26-27.

#### **Contents limits**

We will only pay up to the limits shown in the table below for the following contents items unless you insure them for a higher amount as specified contents or specified personal property. If we agree to insure any items as specified contents or specified personal property they will be shown on your policy schedule.

ITEM	LIMIT
Cash, postal notes, money orders, stamps and negotiable documents.	\$750 in total.
Unspecified personal property.	\$2,500 per item, pair or set and in total \$15,000.
Collections of any kind and memorabilia.	\$2,500 per item and in total \$15,000.
Works of art (including pictures, vases and ornaments, tapestries and rugs).	\$10,000 per item and in total 20% of the sum insured for contents.
Computers and home office equipment.	\$10,000 in total.

#### Additional benefits to your contents cover

The additional benefits listed below are in addition to the sum insured for your contents. These additional benefits only apply when you have insured your contents.

CONTENTS INSURANCE		
WE WILL ALSO PAY FOR	WE WILL NOT PAY FOR	MAXIMUM BENEFIT
Contents in storage  If your home suffers loss or damage insured by this policy and we agree that your contents cannot be kept in your home or at your address we will pay for your contents to be removed, stored in a commercial storage facility and returned when your home is repaired or replaced. Cover provided by this policy for your contents will continue while your contents are in storage.	Cash and negotiable documents. Personal property.	\$5,000 or 12 months, whichever is the lesser.

CONTENTS INSURANCE		
WE WILL ALSO PAY FOR	WE WILL NOT PAY FOR	MAXIMUM BENEFIT
Contents in the open air  We will extend cover provided by this policy to include your contents in the open air at your address.	Loss or damage caused by theft or attempted theft from internal or external common property.  Breakage of non-ornamental glassware, porcelain, china, pottery, earthenware, crystal and mirrors while in use or being carried by hand.	Cash and negotiable documents - \$500. Theft claims - \$5,000. All other claims - 20% of the sum insured for your contents.
Contents temporarily removed  We will extend cover provided by this policy to include your contents anywhere in Australia while temporarily removed from your address.	Cash and negotiable documents.  Contents removed for sale, storage, hire or reward.  Breakage of non-ornamental glassware, porcelain, china, pottery, earthenware, crystal and mirrors while in use, or being carried by hand.  Contents permanently removed from your address.	\$2,500 per item and in total 20% of the sum insured for your contents. \$2,500 per item and in total \$15,000 for unspecified personal property.
Credit cards or other financial transaction cards  We will pay you for your loss if your credit cards or other financial transaction cards are misused by an unauthorised user anywhere in the world.	Your loss if:  you have failed to comply with the terms and conditions of the card, or  the unauthorised user of your card was a member of your family or a person who lives in your home.  Any amount covered by the provider of your credit card or other financial transaction card.	\$2,500
Funeral expenses If you are injured as a result of loss or damage insured by this policy and that injury results in your death within 90 days, we will pay your estate an amount to assist with your funeral expenses.		\$25,000 in total in any period of insurance.
<ul> <li>Emergency accommodation</li> <li>If your home is your principal residence and becomes unliveable as a result of:</li> <li>loss or damage insured by this policy, or</li> <li>emergency services refusing you access to your home for safety reasons following an event in the vicinity of your home, we will pay the reasonable costs you incur, with our agreement, for emergency accommodation for up to 7 days.</li> <li>If we pay emergency accommodation for you, we will also pay for temporary accommodation for your pets in a commercial boarding establishment for the same period.</li> </ul>	Any costs for emergency accommodation if you were not living in your home at the time.  Any costs incurred for emergency accommodation after you can access your home.  Emergency accommodation provided for free.	\$2,000

CONTENTS INSURANCE		
WE WILL ALSO PAY FOR	WE WILL NOT PAY FOR	MAXIMUM BENEFIT
Temporary accommodation  If your home is your principal residence and becomes unliveable as a result of loss or damage insured by this policy, we will pay the reasonable additional costs you incur, with our agreement, for similar temporary accommodation until you are able to live in your home.  The amount we pay you will be based upon the rental value of your home immediately before the loss or damage occurred, less any savings you receive on your usual accommodation costs during the repair or replacement period.  If we pay your temporary accommodation costs, we will also pay for temporary accommodation for your pets in a commercial boarding establishment for the same period.		20% of the sum insured for your contents or 12 months, whichever is the lesser.
Food and medication spoilage  We will cover the replacement of any lost or spoiled food or medication, if your refrigerator or freezer breaks down following:  • electrical or electronic breakdown, failure or malfunction  • the escape of refrigerant fumes, or  • the public electricity supply failing to reach your home.	Lost or spoiled food or medication if:  • the cause of the breakdown was the burnout of an electric motor that was 10 or more years old, or  • the public electricity supply failure was caused by industrial action or the deliberate act of a power supply authority.	\$1,500
<b>Guests' or visitors' contents</b> We will extend cover provided by this policy to include contents belonging to your guests or visitors that are not otherwise insured.	Cash and negotiable documents.  Contents owned by guests or visitors who have stayed in your home for more than 30 consecutive days.  Accidental breakage of any kind.  Malicious damage or vandalism.	\$5,000
Locks and keys  If the keys to your home are lost or stolen, we will pay the cost of re-keying or replacing (whichever is the lesser) locks and cylinders on external doors and windows, for which the stolen keys were intended.		\$2,500

CONTENTS INSURANCE				
WE WILL ALSO PAY FOR	WE WILL NOT PAY FOR	MAXIMUM BENEFIT		
Moving to a new address  If you are permanently moving to a new address, we will cover your contents at your current address and your new address for up to 14 consecutive days.	Loss or damage to your contents occurring more than 14 days after you move to your new address unless you have notified us and we have agreed to provide ongoing cover.	The sum insured for your contents.		
We will cover your contents while in transit to your new residential address within Australia. We will only pay for loss or damage arising from:  • theft following forcible entry to the conveying vehicle, or  • fire, accident or overturning of the conveying vehicle.	Cash and negotiable documents. Personal property.	The sum insured for your contents.		
Removal of debris  Following loss or damage insured by this policy, we will pay the reasonable cost of removing contents debris and damaged property.		\$5,000		
Security firm attendance If we pay a claim for theft, attempted theft, burglary or housebreaking we will also pay the cost incurred for a security firm to attend your home in response to a monitored alarm signal.		\$2,500 in any period of insurance.		
Spare parts and accessories  We will extend cover provided by this policy to include accessories and spare parts removed from your motor vehicle, caravan, camping trailer, motorcycle or watercraft and stored within your home.	Outboard motors for watercraft.	\$1,000		
<b>Temporary repairs</b> Following loss or damage insured by this policy, we will pay the cost of temporary repairs and protection necessary to prevent further loss or damage.		\$1,000		
Tools, instruments and equipment We will extend cover provided by this policy to include tools, instruments and equipment used for your current or former business or occupation while in your home.	Tools, instruments and equipment in the open air or removed from the address.	\$5,000		
Veterinary expenses  We will pay the reasonable costs incurred, with our consent, for veterinary treatment if your pet is injured as a result of vehicle impact.		\$1,000		

### Additional benefits to your contents cover

#### Landlords cover

If you have indicated to us that your home is rented to tenants and we have agreed to insure you on that basis it will be shown on your policy schedule. We will extend cover provided to you to include the following benefits:

CONTENTS INSURANCE			
WE WILL ALSO PAY FOR	WE WILL NOT PAY FOR	MAXIMUM BENEFIT	
Malicious acts by tenants  We will pay for loss or damage to your contents resulting from malicious acts or vandalism by your tenants, their family or invitees.		The sum insured for your contents.	
Theft, attempted theft, burglary or housebreaking by tenants  We will pay for loss or damage to your contents resulting from theft, attempted theft, burglary or housebreaking by your tenants, their family or invitees.		The sum insured for your contents.	
Accidental loss or damage caused by tenants  We will pay for accidental loss or damage to your contents caused by tenants but only if it arises from one of the following events:  • Electric motor burnout.  • Escape of liquid from:  - any water main or fixed pipe, gutter or guttering, fixed tank or drain  - a sink, toilet, bath, spa or basin  - a fixed heating or cooling system  - a dishwasher or washing machine  - a waterbed, or  - an aquarium.  • Fire or explosion.  • Impact by a vehicle.	For claims for electric motor burnout this policy does not cover:  • any part of the machine other than the electric motor  • a replacement motor if one is not available for any reason. In this case we will only pay the value of the motor prior to it burning out or the reasonable costs of repairing the motor, whichever is the least  • any electric motor covered by any warranty or guarantee, or  • loss or damage to any motor that is more than 10 years old.	The sum insured for your contents.	

CONTENTS INSURANCE				
WE WILL ALSO PAY FOR	WE WILL NOT PAY FOR	MAXIMUM BENEFIT		
Loss of rent  1. Loss of rent following insured loss or damage.	Loss of rent after your home can be lived in again.	52 weeks rent.		
If your home becomes unliveable for a minimum of 7 days as a result of loss or damage insured by this policy, we will pay for the loss of rent until the home can be lived in again. The amount we will pay you is the weekly rental payable under the current rental agreement.  If your home was not tenanted at the time of the event causing insured loss or damage the amount we will pay you will be based on the rental value of your home immediately before the loss or damage occurred.	Loss of rent if your home was not tenanted for the 60 days before the date of the event causing insured loss or damage.  Loss of rent if your tenant defaults on rent payments due under the rental agreement in any circumstance.			
2. Loss of rent following prevention of access. We will pay for the loss of rent when access to your home is prevented due to damage to adjoining property.	on our notal loo.			

## Legal liability cover

This cover is automatically provided. The extent of cover depends on whether you choose to take home insurance or contents insurance, or both. The sum insured is shown on your policy schedule. Please refer to the section 'Words with special meanings' on pages 28–29 for details of what an 'occurrence' means.

#### **LEGAL LIABILITY**

#### **WE COVER**

#### **WE DO NOT COVER**

We will cover you for your legal liability for:

- accidental loss of or accidental damage to any property, or
- · accidental death or bodily injury,

following an occurrence or series of occurrences.

We will also cover you for legal costs incurred with our consent in defence of your legal liability or ordered against you.

The extent of that cover is as follows:

- Where you have insured your home and you are the owner and occupier of your home, your liability as owner and/or occupier is covered.
- Where you have insured your home and you are the owner but not the occupier of your home, your liability as owner is covered.
- Where you have insured your home and your home is a unit in a subdivision which resulted in the creation of a body corporate, your liability as a member of the body corporate is covered.

Any amount in excess of \$20 million for the total of any legal liability covered under this policy or any other policy issued by us and incurred legal costs resulting from an occurrence or series of occurrences.

Claims arising from, or in connection with:

- your ownership of any buildings or land other than your home or the land at your address
- the transmission of any disease by you
- any trade, business, occupation or employment carried on by you or your family for reward other than casual babysitting
- your liability or your acceptance of liability arising out of any contract
- defamation
- vibration or interference with the support of land, buildings or other property
- lifts or motorised vehicles (other than garden appliances, bicycles, motorised wheelchairs, mobility scooters and go carts not requiring registration)
- aircraft or the provision of any facilities for the landing or storing of aircraft
- Where you have insured your contents and you are the occupier of your home (whether as an owner or as a tenant):
  - your liability as occupier of your home is covered
  - your liability as owner of your contents is covered
  - your liability to your landlord in respect of any contents, fixtures or fittings left by the landlord in your home for use by you and your family is covered, and
  - your personal legal liability arising anywhere in the world is covered.

 watercraft (other than surfboards, surf skis, sailboards, canoes and kayaks) or the provision for commercial purposes of any facilities for the landing or storing of watercraft.

Claims for bodily injury to, the death of or the illness of:

- you or any person who lives with you in your home, or
- an employee of yours.

Claims for bodily injury, death or illness of employees or workers who are covered, or should have been covered, by Workers' Compensation or similar legislation, and who at the time of the accident were employed by you or any person living at your address.

Your liability as owner of your home if you have not insured your home.

Claims for loss or damage to property belonging to or under the control of:

- you
- any employee of yours, or
- any person living with you.

Claims for fines or penalties, or punitive or exemplary damages. Claims resulting directly or indirectly from the existence of asbestos in any form or quantity.

## Personal property cover

#### **Unspecified personal property cover**

# Cover for unspecified personal property is automatically included when you take contents cover.

The amount of cover is limited to \$2,500 per item, pair or set and in total up to \$15,000. This will be shown on your policy schedule.

If your personal property suffers accidental loss or damage, we will choose to do one of the following:

- Repair the damaged personal property.
- Replace the lost or damaged personal property.
- Pay you an amount equal to the reasonable cost to repair or replace the lost or damaged personal property.

Please refer to the section 'Words with special meanings' on pages 28–29 for details of what 'personal property' means.

#### **UNSPECIFIED PERSONAL PROPERTY**

#### **WE COVER**

# We will cover you for accidental loss or accidental damage to your personal property anywhere in Australia and for up to 90 consecutive days elsewhere in the world, during the period of insurance and not excluded by this policy, up to the sum insured shown on your policy schedule.

We will also cover you for accidental loss or damage caused by flood, but only if your policy schedule shows that flood cover is included. The cover provided is subject to any conditions, limitations or exclusions of this policy.

## WE DO NOT COVER

Any personal property insured as 'Specified personal property'.

Any amount in excess of \$2,500 per individual item, pair or set, or \$15,000 in total.

Damage to sporting or recreational and leisure goods and equipment while in use.

Restoration of your computer records.

The exclusions on pages 26-27.

Loss or damage caused by flood if your policy schedule shows flood cover is excluded.

#### Specified personal property cover

#### This cover is optional.

If you have personal property items worth more than \$2,500 per individual item, pair or set, or more than \$15,000 in total, you should insure them as specified personal property.

If you have chosen to cover your specified personal property, it will be shown on your policy schedule.

If your specified personal property suffers accidental loss or damage, we will choose to do one of the following:

- Repair the damaged specified personal property.
- Replace the lost or damaged specified personal property.

 Pay you an amount equal to the reasonable cost to repair or replace the lost or damaged specified personal property.

Please refer to the section 'Words with special meanings' on pages 28–29 for details of what 'personal property' means.

#### **SPECIFIED PERSONAL PROPERTY**

#### **WE COVER**

#### **WE DO NOT COVER**

We will cover you for accidental loss or damage to your specified personal property anywhere in Australia and for up to 90 consecutive days elsewhere in the world, during the period of insurance and not excluded by this policy, up to the sums insured shown on your policy schedule.

We will also cover you for accidental loss or damage caused by flood, but only if your policy schedule shows that flood cover is included. The cover provided is subject to any conditions, limitations or exclusions of this policy. Any amount in excess of the sum insured shown on your policy schedule for each item.

Damage to sporting or recreational and leisure goods and equipment while in use.

Restoration of your computer records.

The exclusions on pages 26-27.

Loss or damage caused by flood if your policy schedule shows flood cover is excluded.

#### General exclusions

You are not covered under any section of this policy for damage, loss or liability caused by, arising from or involving any of the following.

Loss or damage caused by flood if your policy schedule shows that flood cover is excluded.

Any damage caused by a named cyclone, bushfire or grassfire within 48 hours of the commencement of this policy, unless this policy commenced:

- the day you bought your home
- the day you signed a lease contract for your home, or
- immediately after another policy covering the same home expired without a break in cover.

Any amount in excess of the sum insured on your policy schedule, except where the benefit is shown as additional to the sum insured.

Any claim that occurs outside the period of insurance shown on your policy schedule.

If your home has been unoccupied for a period of 60 or more continuous days, any loss or damage to your home or contents (other than arising from earthquake, impact, riot, civil commotion or public disturbance) unless you have obtained our written consent and paid any additional premium required by us.

Loss or damage to any structural improvements, extensions or renovations where you have not obtained required approval from the relevant local authority.

Costs resulting from any compliance notice served by a government or local authority before your home suffered loss or damage.

Consequential loss of any kind.

Loss of rent if your tenant defaults on rent payments due under the rental agreement in any circumstance.

Any act by you intended to cause loss or damage or to incur a liability.

Incorrect siting of buildings.

Demolition ordered by government or local authority.

Where your home is in the course of construction.

Any building construction, renovation, alteration, addition, repair or decoration which exceeds \$75,000 per project.

Mechanical, electric or electronic breakdown, failure or malfunction except where an electric motor is burnt out by electric current.

Damage caused by water seeping or percolating through walls, roofs or floors.

A tree or branch lopped by you, or on your behalf.

In relation to contents, unspecified personal property and specified personal property:

- any costs associated with network connections or plan costs, other than the repair
- or replacement cost of the item itself.

Malicious, unlawful or dishonest acts by you or persons lawfully at your address.

Wear and tear, depreciation, lack of maintenance or inherent defect

Structural defects or faulty workmanship.

Water entering your home:

- as a result of your failure to perform adequate maintenance on your home, or a structural defect, or faulty design or workmanship, or
- through any opening made for the purpose of repairs or alterations to your home unless you can prove that

the loss or damage was caused by the negligence of someone other than you.

Rust, corrosion, mildew, wet or dry rot, rising damp or seepage and other signs of failure to keep your home in good order and repair.

The action of insects, vermin and birds.

The action of trees or their roots.

Loss or damage to property occasioned by its undergoing any process involving the application of heat.

Earth movement, including settling, shrinkage or expansion.

The action of the sea, other than tsunami resulting from earthquake.

Erosion, landslide or subsidence unless occurring as a result of and within 72 hours of an earthquake or tsunami, or storm, hail or rainwater.

The lawful seizure or repossession of your home, contents or any personal property.

The total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data.

Any error in creating, amending, entering, deleting or using electronic data.

The total or partial inability or failure to receive, send, access or use electronic data.

War, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion or insurrection.

The discharge or escape of any contaminant, pollutant or harmful substance unless the discharge or escape was sudden and accidental.

lonising radiation or contamination by radioactivity from:

- nuclear fuel
- nuclear waste, or
- the combustion of nuclear fuel.

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter or nuclear installation, reactor, assembly or component thereof.

Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

Any act of terrorism that is directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical or nuclear pollution, contamination or explosion.

## Words with special meanings

Accident means an unintended and unforeseen event.

**Accidental damage** means damage that is unforeseen and occurs without intent.

Act of terrorism means any act, or preparation in respect of action, or threat of action designed to influence the government 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 governments(s), and which:

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

**Address** is where your home or contents is located, as shown on your policy schedule.

**Collection** means a group of similar items gathered according to some underlying principle that has a greater value than the total value of the individual items. Examples of collections include coins, medals, stamps.

**Commercial storage** means a secure commercial storage facility containing several individual storage areas that are lockable and fully enclosed by walls, a door and a roof.

**Common property** means real property for common usage held under a separate single title and owned by an owners corporation, body corporate or similar body.

**Contents** means items kept in your home for domestic use including:

- domestic and antique furniture and furnishings
- · carpets, drapes and interior blinds
- moveable swimming pools
- moveable saunas and spas
- · wall and floor coverings not fixed to your home
- household goods, medical equipment, clothing and other personal effects
- cash and negotiable documents up to \$750
- bicycles, surfboards, surf skis, sailboards, kayaks and canoes
- · computer equipment and licensed software

- motorised golf carts, wheelchairs, mobility scooters, lawn mowers, gardening equipment and motor scooters, none of which require registration
- tools used only for domestic purposes
- contents which you do not own but for which you are legally liable, and
- fixtures and fittings installed by you or for which you are leagally liable but which you do not own.

#### Contents does not mean:

- motor vehicles, motorcycles, pee wee bikes, trail bikes, trailers, caravans, aircraft, watercraft and their attached accessories
- any item included in the definition of home
- restoration of electronic data files and computer records
- trees, plants, shrubs and landscaping
- · pets or animals of any kind
- items covered under 'unspecified personal property' and 'specified personal property', or
- fixtures and fittings you do not own, which are insured under a contract of insurance entered into by another person or party.

**Electric motor burnout** means the breakdown of an electric motor as a result of the electric current flowing through it.

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

**Excess** means the amount you may be required to contribute towards your claim.

Family means the following people who live with you:

- Your spouse or partner.
- Your children, parents, grandparents, grandchildren, siblings.
- The children, parents, grandparents, grandchildren, siblings of your spouse or partner.

Fire means burning with flames.

**Fixtures and fittings** means any item permanently attached or fixed to your home that you would not normally take with you. This includes, but is not limited to:

- · kitchen cupboards and benchtops
- built-in wardrobes
- taps and tapware

- shower screens, and
- · vinyl and ceramic flooring.

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

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

Flood is covered by this policy only if shown in your policy schedule as included.

**Home** means the residential building situated at your address, and includes:

- Domestic outbuildings.
- Structural improvements.
- Fixtures including fixed wall, ceiling and floor coverings, insulation.

**Impact** means the forceful, sudden and unexpected striking of one object, surface or item against another.

**Occupied** means your home is sufficiently furnished to be lived in, is connected to electric power, and you or someone nominated by you has stayed in your home for 2 or more consecutive nights on at least one occasion in a 60 day period.

**Occurrence** means any event that results in bodily injury or damage to property. The continuous or repeated exposure to substantially the same general conditions is deemed as arising from the one occurrence.

**Open air** means any area of your address that is not fully enclosed by the walls and roof of your home and is not capable of being secured by a lock or similar device.

**Period of insurance** is the duration of time from the commencement date to the expiry date of your policy as shown on your policy schedule.

#### Personal property means:

- belongings normally worn or carried by you
- jewellery and watches
- · items that contain gold or silver
- sporting, recreational and leisure goods and equipment
- portable electronic and electrical items and their accessories
- portable medical and healthcare equipment
- photographic and optical equipment, and
- musical instruments and associated audio equipment.

#### Personal property does not mean:

- cash, negotiable documents, stamps, postal notes, money orders
- unset precious or semi-precious stones or gems
- · items thinly coated with gold or silver
- · credit, debit, stored value and access cards
- films, compact discs, video and audio tapes, digital video discs
- · vehicles and motorcycles
- · watercraft, aircraft and aerial devices, or
- tools of any description.

Pet means a domestic animal kept at your home.

**Policy** means your contract of insurance with us and includes the policy, your policy schedule and any endorsements.

**Policy schedule** means the document showing your policy number, address, details of the covers you have chosen and any excesses you must pay.

**Premium** means the amount you pay us for your insurance cover. It includes any compulsory government statutory charges, levies, duties and taxes where applicable.

**Rainwater** means rain falling naturally from the sky, including rainwater run-off over the surface of the land and including rainwater overflowing from storm water drains and channels.

**Storm** means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

**Structural improvements** means permanent additions to your home that add value to the cost of rebuilding or repairing it and include, but are not limited to:

- clotheslines
- paved driveways or paths
- masts and aerials
- pergolas and gazebos
- in-ground pools
- saunas and spas
- gates and fences, and
- wharves, jetties and pontoons not used for commercial purposes

We, us, our means Guild Insurance Limited.

**You, your** means the person or persons named on your current policy schedule and that person or person's family.

## Paying your claim

#### We only pay once

Where a claim is payable under both the 'Cover for your home' and 'Cover for your contents' sections of this policy we will pay you the better benefit, but will not pay you under both sections.

When you have legal liability cover under both the 'Cover for your home' section and the 'Cover for your contents' section the most we will pay is the sum insured shown on your policy schedule inclusive of legal costs, charges and expenses, and these covers are not cumulative.

# Reinstatement of your sums insured following a claim

Where there is loss or damage to your home, your contents or your personal property, and a claim is admitted by us, the sum insured will be automatically reinstated without payment of an additional premium, unless the claim is for a total loss. If we pay the full sum insured for your home, contents or personal property then cover under those sections comes to an end.

If the claim is for a total loss of your home and we have paid you the sum insured then cover for your home will end but liability cover will remain in force until the expiry date of your policy.

#### How we pay a claim for your home

Where we pay a claim for your home, we will choose to do one of the following:

- · Repair the damaged portion of your home.
- Replace your home.
- Pay you an amount equal to the reasonable cost to repair or replace your home.

If you decide not to repair or replace your home, or you unreasonably delay commencement or completion of repair or replacement, we will only compensate you for what it would have cost to repair or replace your home at the date of the loss or damage.

#### The most we will pay for your home

The most we will pay for your home is the sum insured shown on your policy schedule unless otherwise stated in your policy.

#### **Cash settlement**

Where we have offered to repair or replace your home, you may request that we pay you a cash settlement. We may decline your request however, we will not unreasonably do so.

If we agree to pay your claim by a cash settlement, we will pay you an amount equal to the reasonable cost to repair or replace your home, less any trade discount that we would have obtained from a supplier, had we proceeded to repair or replace your home.

#### Matching building materials

Where we repair your home we will try to return your home to the same condition as when new, or when last renovated by matching building materials as far as we can.

Where we cannot achieve an exact match, we will use materials that match the damaged or lost materials as near as possible in our opinion. We will only do this to the room where the loss or damage occurred.

We will not pay for matching building materials in order to create a uniform effect throughout your home.

#### Unreasonable delay

We will not pay for any additional or increase in costs due to any unreasonable delay in the commencement of repairs to your home or rebuilding your home.

#### Home rebuilt at another address

If we agree to replace your home following loss or damage insured by this policy, you may do so to your specifications at your address or another address you choose.

We will not pay for any amount in excess of the amount we would pay if the change of address or specifications had not occurred.

# How we pay a claim for your contents or personal property

Where we pay a claim for your contents and/or personal property, we will choose to do one of the following:

- Repair your contents and/or personal property.
- Replace your contents and/or personal property.
- Pay you an amount equal to the reasonable cost to repair or replace your contents and/or personal property.

#### The most we will pay for your contents

We will only pay up to the limits shown in the table on page 18 for certain contents items unless you have insured them for a higher amount as specified contents or specified personal property.

For all other items we will pay up the sum insured shown on your policy schedule unless otherwise stated in your policy.

# The most we will pay for your unspecified personal property

The most we will pay for your unspecified personal property is up to \$2,500 per item, pair or set, or \$15,000 in total.

## The most we will pay for your specified personal property

The most we will pay for your specified personal property is the sum insured for each item shown on your policy schedule.

#### Cash settlement

Where we have offered to repair or replace your contents and/or personal property, you may request that we pay you a cash settlement. We may decline your request however, we will not unreasonably do so.

If we agree to pay your claim by a cash settlement, we will pay you an amount equal to the reasonable cost to repair or replace your contents and/or personal property, less any trade discount that we would have obtained from a supplier, had we proceeded to repair or replace your contents and/or personal property.

#### **Matching contents materials**

When we repair or replace your carpets or internal window furnishings, we will only pay for the repair or replacement in the room or rooms where the loss or damage occurred.

We will not pay for matching carpets or internal window furnishings to create a uniform effect throughout your home.

## Complaints and disputes

We work hard at building strong relationships with our clients. This requires communication, accessibility and a commitment to providing quality insurance cover. However, complaints and disputes may still arise. We have therefore developed a complaints and dispute resolution process that is fair, efficient and accessible to all our clients.

When a complaint or dispute arises Our objective is to resolve any disagreement as amicably and quickly as possible.

If You would like to make a complaint please call Us during office hours and speak to one of Our staff who will assist You.

In those instances where We and You cannot resolve Your complaint to Your satisfaction We have a formal complaints and dispute resolution process that is fair, efficient and accessible to all Our customers.

You may request that the matter be referred to Our Dispute Resolution Panel who will endeavour to resolve it through Our internal dispute resolution process. This service is free of cost to You.

You can view Our complaints resolution procedures at guildinsurance.com.au/dispute-resolution-process.

If Our internal dispute resolution facility is unable to resolve Your dispute and You wish to take the matter further, You are entitled to seek an external review of the decision. We will advise You of Your entitlement to do so if the occasion arises. In particular, for some types of general insurance You can access the assistance of the external dispute resolution scheme administered by the Australian Financial Complaints Authority (AFCA). This scheme is also free of cost to You.

AFCA's contact details are:

Website: www.afca.org.au
Email: info@afca.org.au
Phone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority,

GPO Box 3, Melbourne VIC 3001

Alternatively, You may seek independent legal advice at Your own expense.





## 1300 988 988 guildinsurance.com.au

#### Who is the Insurer?

This PDS is issued by Guild Insurance Limited ABN 55 004 538 863, AFS Licence No. 233791 of Level 13, 171 Collins Street, Melbourne, Victoria 3000 and hereafter referred to as 'we', 'us', or 'our'.

This PDS was prepared in April 2022 and the information it contains was current at that date. If the information changes adversely we will issue a supplementary product disclosure statement (SPDS) or a replacement PDS.

GLD2373 Home Elite Insurance PDS and Policy 06/2022