

## **Home Policy Wording** PRIVATE CLIENT GROUP



**Home Policy Wording**  
PRIVATE CLIENT GROUP



## INTRODUCTION

Thank you for choosing us for your personal insurance.

Private Client Group has been established to provide insurance exclusively for individuals requiring the highest standard of care for their properties and possessions. Our strengths of knowledge and experience are complemented by our commitment to exceptional service. Your Private Client Group client service manager will ensure that you experience excellent personal service and, should you need to make a claim, the finest claims service available.

# Home Policy Wording

This insurance is provided by **ALG Australia Limited**.

## PRODUCT DISCLOSURE STATEMENT

How is this Insurance Arranged?	5
What is the Product Disclosure Statement?	5
Key Benefits of Your Policy	5
Part 1 - House & Contents	6
Part 2 - Private Collections	8
Part 3 - Personal Liability	9
Part 4 - Personal Safeguard	10
Important Information	11

## POLICY WORDING

<b>SECTION I</b> – Introduction	16
---------------------------------	----

<b>SECTION II</b> – General Definitions	16
---	----

<b>SECTION III</b> – House and Contents Cover	19
---	----

1. Basis of Cover	19
2. Payment of a Loss	19
3. How Your Excess Applies	20
4. Additional Covers - House Section	20
5. Additional Covers - Contents Section	21
6. Additional Covers - Applicable to House and Contents Sections	22
7. Extra Covers - Applicable to House and Contents Sections	23
8. Specific Exclusions	26

<b>SECTION IV</b> – Private Collections	29
---	----

1. Basis of Cover	29
2. Payment of a Loss	29
3. Payment for a Pair or Set	29
4. Additional Covers	29
5. Specific Exclusions	30

<b>SECTION V</b> – Personal Liability	32
---------------------------------------	----

1. Basis of Cover	32
2. Payment of a Loss	32
3. Defence Cover	32
4. Additional Covers	32
5. Specific Exclusions	34

<b>SECTION VI</b> – Personal Safeguard	37
--	----

1. Basis of Cover	37
2. Payment of a Loss	37
3. Specific Definitions	38
4. Additional Covers	40
5. Specific Exclusions	40

<b>SECTION VII</b> – General Terms and Conditions	42
---	----

## HOW IS THIS INSURANCE ARRANGED?

This insurance is issued/insured by:

### **AIG Australia Limited (AIG)**

ABN 93 004 727 753, AFSL 381686

Level 12, 717 Bourke Street, Docklands Vic 3008

AIG issues/insures this product pursuant to an Australian Financial Services Licence ("AFSL") granted to Us by the Australian Securities and Investments Commission.

AIG prepared this Product Disclosure Statement.

### **Retail Clients**

Retail Clients are required to be provided with a Product Disclosure Statement prepared by the product issuer/insurer.

A "Retail Client" means an individual or small business.

"Small business" means:

1. a manufacturing entity with 100 employees or fewer; or
2. a non manufacturing entity employing 20 individuals or less.

**Date prepared:** 3 December 2015

## WHAT IS THE PRODUCT DISCLOSURE STATEMENT?

The Product Disclosure Statement ("PDS") contains information about key benefits and significant features of this combined policy:

- Part 1: House & Contents
- Part 2: Private Collections
- Part 3: Personal Liability
- Part 4: Personal Safeguard

The purpose of the PDS is to assist Your purchasing decision and ability to compare this product with other insurance. This document also contains important information about Your rights and obligations including the Duty of Disclosure and the Cooling Off Period for Retail Clients.

The terms and conditions of Your insurance are contained in this Policy.

## KEY BENEFITS OF YOUR POLICY

### **About the Private Client Group combined policy:**

This Policy document comprises four different types of cover, set out in parts, which You may require. These types of cover are described in the PDS as Part 1: House & Contents, Part 2: Private Collections, Part 3: Personal Liability and Part 4: Personal Safeguard.

You have the choice to select the following combinations of Parts of the PDS as may be appropriate for Your needs.

Generally, when You choose Part 1: House & Contents, You are obliged to take out cover under Part 3: Personal Liability and Part 4: Personal Safeguard. However, You may choose to select Part 2: Private Collections as a stand alone cover. You can also select all four Parts of cover.

You should carefully read each part and select those covers which You believe will best suit Your needs. If You are uncertain of any aspect, including what selections of cover are available to You, please contact Your insurance intermediary.

## PART 1 - HOUSE & CONTENTS

### 1.1 House

Under Part 1 You can choose to insure Your House or Houses for physical loss or Property Damage up to the Sum Insured shown in Your Policy Schedule. If the payment basis is Additional Rebuilding Cost, We will pay the Reconstruction Cost of Your House, for each Occurrence, even if this amount is greater than the Sum Insured shown in Your Policy Schedule.

#### Automatically included benefits

If You select to insure Your House or Houses under Part 1, automatic covers are available in addition to the Sums Insured for Your House or Houses shown in Your Policy Schedule unless stated otherwise in the Policy. These additional automatic covers include:

<b>Additional Covers - House</b>	<b>Standard Limit</b>
Stabilisation of land under House or Other Structure	10% of covered loss amount to House or Other Structure
Other Structures	25% of Sum Insured for Your House

### 1.2 Contents

Under Part 1 You can insure Your Contents for physical loss or Property Damage occurring anywhere in the world up to the Sum Insured shown in Your Policy Schedule. There are also Special Limits of Liability for categories of Contents which are set out in this Policy on pages 19 and 20.

In most circumstances, You will be required to insure both Your House and Your Contents under Part 1.

#### Automatically included benefits

When You select to insure Your Contents under Part 1, automatic covers are available in addition to the Sum Insured for Your Contents shown in Your Policy Schedule, unless stated otherwise in the Policy. These additional automatic covers include:

<b>Additional Covers - Contents</b>	<b>Standard Limit</b>
Alterations & Additions for Your unit	25% of Sum Insured for Your Contents
Food Spoilage	Included in Sum Insured for Your Contents - \$10,000 limit for wine
Newly Acquired Items	25% of Sum Insured for Your Contents
Items in the Care of Parents	\$20,000
Domestic Employees' Effects	Unlimited
Cover for Residence not listed in Policy Schedule	10% of Sum Insured for Your Contents
Cover for Loss occurring in Common Area	\$50,000

## 1.3 House & Contents

You can select to insure Your House and Your Contents under Part 1.

### Automatically included benefits

When You choose to insure Your House and Your Contents, additional automatic covers are available for both Your House and Your Contents. These benefits are in addition to the Sums Insured shown in Your Policy Schedule unless stated otherwise in the Policy. These additional automatic covers apply to both Your House and Your Contents and include:

<b>Additional Covers - House &amp; Contents</b>	<b>Standard Limit</b>
Emergency Clothing & Essential Purchases	\$5,000
Fire Department Charges	\$5,000
Damaged Garden & Landscaping Items	5% of Sum Insured for Your House or 10% of Sum Insured for Your Contents up to \$10,000 per item
Loss of Rent	For the reasonable time required to restore Residence
Precautionary Repairs	Included in Sum Insured for Your House and Your Contents
Tree Removal	\$5,000 per Occurrence
Construction Materials	10% of Sum Insured for Your House or 25% of Sum Insured for Your Contents or \$200,000
Rebuilding for Compliance	Necessary costs

Under Part 1 extra automatic covers are available for both Your House and Your Contents, which are also in addition to the Sums Insured shown in Your Policy Schedule unless stated otherwise. These extra automatic covers for both Your House and Your Contents include:

<b>Extra Covers - House &amp; Contents</b>	<b>Standard Limit</b>
Alternative Accommodation	Costs of reasonable increase in living expenses
Alternative Accommodation for Your Pets	\$30,000
Arson Reward	\$5,000
Loss to Business Equipment	\$30,000 but \$50,000 for a Medical Practitioner
Costs to Discharge Mortgage	\$5,000 for reasonable legal costs
Debris Removal	Reasonable necessary costs
Electronic Data Restoration	\$10,000
Emergency Access to Residence	\$2,500
Emergency Preventative Measures	\$5,000
Forced Evacuation	Reasonable increase in living expenses
Forced Evacuation for Pets	\$2,500
Lock Replacement	Unlimited for House locks, \$5,000 for car unlocking devices
Misappropriation of Funds	\$25,000
Modification of Lifestyle Costs	\$50,000
Mould Rectification Costs	\$25,000
Permanent Disability of Domestic Worker	\$25,000
Trace & Access	Removal & replacement costs

# PART 2 - PRIVATE COLLECTIONS

Under Part 2 You can choose to insure Your Private Collections for physical loss or Property Damage occurring anywhere in the world up to the Sums Insured as shown in Your Policy Schedule.

Where there is total loss to an item specified in Your Policy Schedule, Part 2 insures You for the specified item up to the Sum Insured in Your Policy Schedule. Where there is partial loss to an item specified in Your Policy Schedule, this Part insures You for the amount payable to restore the item to its condition before the loss or to make up the difference between the Market Value of the item before and after the loss.

Where there is loss to a valuable item which is not specified in Your Policy Schedule, this Part insures You for the cost to replace or repair the unspecified item where You have chosen to select unspecified coverage.

### Automatically included benefits

When You choose to insure Your Private Collections under Part 2, additional automatic covers are available which are in addition to the Sum Insured shown in Your Policy Schedule unless stated otherwise in the Policy. These additional automatic covers include:

<b>Additional Covers - Private Collections</b>	<b>Standard Limit</b>
Defective Title	\$50,000 or 25% of the category Sum Insured, whichever is lesser
Market Appreciation for Items in Your Policy Schedule	125% of scheduled cover up to a maximum increase of \$100,000
Newly Acquired Private Collections Items	25% of Sum Insured for item category in Your Policy Schedule



## PART 3 - PERSONAL LIABILITY

Under Part 3 You can choose to insure Yourself and any Insured Person for Damages You or an Insured Person may be legally liable to pay to a third party for Personal Injury or Property Damage as the result of an Occurrence anywhere in the world.

This Part applies separately to each Insured Person, but for each Occurrence cover is limited to the Sum Insured as shown in Your Policy Schedule.

This Part also provides cover for reasonable legal defence costs and expenses incurred by You or another Insured Person with Our prior written approval. Cover for legal defence costs is available until the Sum Insured for Damages is paid out in full.

### Automatically included benefits

When You choose to insure for Personal Liability, automatic covers are available which operate in addition to the Sum Insured shown in Your Policy Schedule unless stated otherwise in the Policy. These additional automatic covers include:

<b>Additional Covers - Personal Liability</b>	<b>Standard Limit</b>
Credit Cards, Forgery & Counterfeiting	\$30,000
Domestic Workers' Compensation	As per relevant State or Territory legislation
Golf Exposures - Third Party Property Damage	Unlimited
Golf Exposures - Personal Accident	\$25,000 per Occurrence
Golf Exposures - Hole in One	\$1,000
Identity Fraud	\$50,000 per Occurrence
Reversal of Damages	Maximum \$50,000 per year for 3 years

## Domestic Workers' Compensation

### Part 3: Personal Liability

This insurance is issued by AIG Australia Limited. However, under Part 3: Personal Liability, Allianz Australia Insurance Limited (ABN 15 000 122 850) and Allianz Australia Workers' Compensation (NSW) Limited (ABN 17 003 087 545) may insure You for compensation which You are obliged to pay under workers' compensation legislation enacted in New South Wales, Tasmania, Western Australia and the Australian Capital Territory (ACT) or at common law, in respect of any person employed by You to carry out domestic or similar work at a Residence located in New South Wales, Tasmania, Western Australia or ACT which is listed in Your Policy Schedule.

The premium payable for the Domestic Workers' Compensation cover is outlined in Your Policy Schedule.

The workers' compensation legislation applicable in the relevant state or territory will determine the amount of compensation payable.

The cover does not apply to workers who are working for You in Your own Business, trade, or profession.

The cover does not include any compensation You may be obliged to pay under workers' compensation legislation or at common law in respect of any domestic worker injured in a state or territory other than New South Wales, Tasmania, Western Australia or ACT.

This cover is provided by:

- Allianz Australia Workers' Compensation (NSW) Limited (ABN 17 003 087 545) in New South Wales;
- Allianz Australia Insurance Limited (ABN 15 000 122 850) in the ACT;
- Allianz Australia Insurance Limited (ABN 15 000 122 850) in Western Australia; and
- Allianz Australia Insurance Limited (ABN 15 000 122 850) in Tasmania.

If You employ domestic workers at a Residence in New South Wales, Tasmania, Western Australia or ACT which is listed in Your Policy Schedule and require workers' compensation insurance, a copy of the relevant terms and conditions as issued by Allianz Australia Insurance Limited or Allianz Australia Workers' Compensation (NSW) Limited is available by contacting Allianz on 1300 130 664 or Your insurance intermediary.

## PART 4 - PERSONAL SAFEGUARD

Under Part 4 You can choose to insure Yourself and Family Members for a variety of expenses up to the limits shown in the Policy which You or a Family Member may incur as a result of a Traumatic Loss which occurs anywhere in the world.

A Traumatic Loss means Kidnapping, Home Invasion, Car-Jacking, Stalking, Hijacking or Child Abduction.

### Automatically included benefits

When You choose to insure Yourself and Family Members for Personal Safeguard, automatic covers are available which operate in addition to the limits of liability shown in the Policy. The additional automatic covers are payable to any Insured Person who suffers an Accidental Loss, Mutilation or Permanent Total Disability. A benefit will also be payable to the Beneficiary of an Insured Person in the event of Accidental Death of an Insured Person.

The additional automatic covers include:

<b>Additional Covers - Personal Safeguard</b>	<b>Standard Limit</b>
Accidental Death	\$50,000
Permanent Total Disability	\$50,000
Accidental Loss of both eyes	\$50,000
Accidental Loss of speech and hearing	\$50,000
Accidental Loss of speech and loss of one hand	\$50,000
Accidental Loss of speech and loss of one foot	\$50,000
Accidental Loss of speech and loss of one eye	\$50,000
Accidental Loss of both hands or both feet	\$50,000
Accidental Loss of one hand and one foot	\$50,000
Accidental Loss of one hand and one eye	\$50,000
Accidental Loss of one foot and one eye	\$50,000
Accidental Loss of speech	\$25,000
Accidental Loss of hearing	\$25,000
Accidental Loss of one foot	\$25,000
Accidental Loss of one hand	\$25,000
Accidental Loss of one eye	\$25,000
Accidental Loss of thumb and index finger	\$12,500
Mutilation	\$12,500

## Australian Government Travel Advisory Condition

### Part 4: Personal Safeguard

Cover under Part 4 is subject to the Traumatic Loss occurring anywhere in the world except those places listed on the Australian Government's travel advisory and consular assistance service as places and destinations that You or a Family Member:

- a. should not travel to; or
- b. should reconsider travelling to.

The Australian Government's travel advisory and consular assistance service is available online at [www.smartraveller.gov.au](http://www.smartraveller.gov.au)

## IMPORTANT INFORMATION

### Conditions, Exclusions and other Terms

Depending on the circumstances, You may have to comply with certain conditions, there may be limitations on the amount We will pay or there may be no cover under Your Policy.

Please read this Policy carefully for full details about lodging a claim, the benefits, terms, conditions and exclusions that apply to this insurance policy.

Please refer to Section VII of the Policy Wording for details of the Conditions that apply to cover under the Policy.

This Policy contains a General Definitions Section in Section II. In addition, each section of this Policy contains Definitions which are specific to the relevant policy section.

There are some circumstances where cover cannot be provided. Please take special note of the exclusions applicable to each part of this Policy as follows:

- Part 1: House & Contents exclusions are listed on pages 26-28.
- Part 2: Private Collections exclusions are listed on pages 30-31.
- Part 3: Personal Liability exclusions are listed on pages 34-36.
- Part 4: Personal Safeguard exclusions are listed on pages 40-41.

This PDS and Policy Wording also contains important information about Your rights and obligations including information about Privacy and the General Insurance Code of Practice.

### Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984.

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure you.

#### **If you do not tell us something**

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### Change of Risk or Circumstance

You should advise the insurer as soon as practicable of any change to Your insured House or Contents or any other insured interest as disclosed in the application form or statement of fact, such as, but not limited to changes in location of Your Residence, alterations or additions to Your House or Home and any Newly Acquired Items purchased or otherwise received by You.

### Cooling-off Period

Once cover has commenced, You have a twenty one (21) day Cooling Off Period within which You may cancel the Policy and receive the full refund of all premiums paid.

To cancel Your Policy during the Cooling Off Period please send Us:

- Your Policy request to cancel the Policy; and
- the Policy document.

The Cooling Off Period ceases if You make a claim before the 21 day Cooling Off Period has expired.

### Subrogation Clause

This Policy contains provisions which enable the insurer to assume any rights of recovery You or any other Insured Person may have against a third party in respect of a covered loss.

### Code of Practice

AIG is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way the claims and complaints are handled and help people better understand how general insurance works. Information brochures on the Code are available upon request.

### Privacy Notice

This notice sets out how AIG collects, uses and discloses personal information about:

- You, if an individual; and
- other individuals You provide information about.

Further information about Our Privacy Policy is available at [www.aig.com.au](http://www.aig.com.au) or by contacting Us at [australia.privacy.manager@aig.com](mailto:australia.privacy.manager@aig.com) or on 1300 030 886.

### How We collect Your personal information

AIG usually collects personal information from You or Your agents.

AIG may also collect personal information from:

- Our agents and service providers;
- other insurers;
- people who are involved in a claim or assist Us in investigating or processing claims, including third parties claiming under Your policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that You are a part of;
- providers of marketing lists and industry databases; and
- publically available sources.

### **Why We collect Your personal information**

AIG collects information necessary to:

- underwrite and administer Your insurance cover;
- maintain and improve customer service; and
- advise You of Our and other products and services that may interest You.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling Your insurance cover or reducing the level of cover, or declining claims.

### **To whom We disclose Your personal information**

In the course of underwriting and administering Your policy We may disclose Your information to:

- entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of Your policy;
- banks and financial institutions for policy payments;
- assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- other entities to enable them to offer their products or services to You; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which You have a claim and such other countries as may be notified in Our Privacy Policy from time to time.

You may request not to receive direct marketing communications from AIG.

### **Access to Your personal information**

Our Privacy Policy contains information about how You may access and seek correction of personal information We hold about You. In summary, You may gain access to Your personal information by submitting a written request to AIG.

In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to Your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

### **Complaints**

Our Privacy Policy also contains information about how You may complain about a breach of the applicable privacy principles and how We will deal with such a complaint.

### **Consent**

Your application includes a consent that You and any other individuals You provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

## Dispute Resolution Process

We are committed to handling any complaints about Our products or services efficiently and fairly.

If You have a complaint:

- Contact Us on Our dedicated complaints line – 1800 339 669.
- If Your complaint is not satisfactorily resolved, You may request that Your matter be reviewed by management by writing to:  
The Compliance Manager  
AIG  
Level 12, 717 Bourke Street  
Docklands VIC 3008
- If You are still unhappy, You may request that the matter be reviewed by Our Internal Dispute Resolution Committee (“Committee”). We will respond to You with the Committee’s findings within fifteen (15) business days.
- If You are not satisfied with the finding of the Committee, You may be able to take Your matter to the independent dispute resolution body, the Financial Ombudsman Services (FOS). This external dispute resolution body can make decisions with which AIG is obliged to comply.  
Contact details are:  
Financial Ombudsman Service  
Phone: 1300 780 808 (local call fee applies)  
Fax: (03) 9613 6399  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Internet: <http://www.fos.org.au>  
Postal address: GPO Box 3, Melbourne, VIC 3001

## The Financial Claims Scheme

The protection provided under the Federal Government’s Financial Claims Scheme (the Scheme) applies to the Policy. In the unlikely event that the Insurer is unable to meet its obligations under the Policy, persons entitled to make a claim under the insurance cover under the Policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at <https://www.fcs.gov.au>.

## In the Event of a Claim

You must not negotiate, deny or admit any claim without Our written permission.

When an event happens that is likely to result in a claim, under Your Policy, You, or any other person covered by Your Policy must;

- a. take all reasonable precautions to prevent further loss, Property Damage, injury, illness or liability;
- b. inform the police immediately if any insured property is lost, stolen or maliciously damaged;
- c. notify Us immediately of the event by calling Claims on 1800 729 359 or email [pcgclaims.australasia@aig.com](mailto:pcgclaims.australasia@aig.com);
- d. provide Us with full written details of the event within 30 days of learning that the event happened;
- e. supply Us with all information and assistance as We may reasonably require;
- f. allow Us to use any legal rights held by You, or held by any other Insured Person;
- g. allow Us to negotiate, defend or settle the claim;
  - i. in Your name or on Your behalf;
  - ii. in the name of and on the behalf of any other Insured Person;
- h. immediately send Us any claim, writ, summons or other proceedings such as an impending prosecution or inquest You become aware of;
- i. as far as possible preserve any products, plant, appliances or other items which might prove necessary or necessary as evidence until We have had an opportunity of an inspection.

## Costs

The costs, fees and charges that You might have to pay for Your Policy are as follows:

- **Premium:** The amount which is payable by You for this Policy. The premium payable is based upon the information provided by You in the completed application form or statement of fact. The underwriting factors used to determine the premium include, but are not limited to:
  - the level of security for any property to be insured;
  - Your claims history;
  - the location of any property to be insured;
  - the age and condition of any property to be insured.

You may also be required to pay Government charges which can include stamp duty, goods and services tax and fire service levy where applicable. If You change the Policy in any way, You may be entitled to a premium refund or asked to pay an additional amount.

- **Excess:** The amount which is payable by You if You make a claim. The amount of Excess for each Part will be shown in Your Policy Schedule. The Excess is negotiated at the time of underwriting. The minimum Excess payable under Part 1: House & Contents will be \$500. The Excess will apply to Additional Covers under Part 1: House & Contents unless the Policy states otherwise. No Excess will apply under Part 3: Personal Liability or Part 4: Personal Safeguard. There may be an Excess under Part 2: Private Collections subject to Your claims history and the nature and value of the Private Collections items.
- **Cancellation Costs:** If You cancel Your Policy after the Cooling Off Period, We will refund the proportion of Your premium for the unused Period of Insurance. In the event of such calculation, We will be entitled to retain the pro-rata portion of the premium for the time during which the Policy has been in force.

If you cancel or adjust the Policy for any reason effective on or after 1 July 2017, and You are entitled to a refund of the proportion of Your premium for the unused Period of Insurance, We will retain and not refund any proportion of the New South Wales Emergency Fire Services Levy component of Your premium ("the ESL amount") plus any Stamp Duty and GST payable by Us on the ESL amount.

Dear Sir/Madam,


Thank you for choosing us for your personal insurance.

We provide insurance exclusively for individuals and families requiring the highest standard of care for their properties and possessions. The depth of knowledge and experience that we have in Australia is complemented by our commitment to exceptional service in all areas, including claims handling, to all our customers.

Globally, AIG serves more than 45 million commercial, institutional and individual customers through the most extensive worldwide property-casualty insurance network of any insurer. AIG is internationally renowned for its ability to provide innovative products and services that meet our customers' needs in more than 160 countries and jurisdictions - this insurance policy attests to that statement.

We welcome you as a customer and hope that you will be wholly satisfied with our product and service levels now and in the future.

Yours faithfully,



**Noel Condon**  
Chief Executive Officer  
AIG

# POLICY WORDING

## SECTION I – Introduction

The Product Disclosure Statement (PDS), this Policy, Your Policy Schedule and any endorsements that may be issued from time to time, set out the contract between You and Us. They should be read as one document. You agree to pay the premium shown in Your Policy Schedule and comply with Your responsibilities described in this Policy.

The PDS, the Policy, Your Policy Schedule and any endorsements that are issued, describe the terms and conditions of Our contract with You. You should consider all documents together as one, and read it carefully to determine Your rights and duties, and what is and is not covered.

## SECTION II – General Definitions

Please note the following:

- Words with special meanings are defined in this “General Definitions” Section or in the Section of the Policy where they are used specifically.
- Any word or expression that appears in this “General Definitions” Section has the same meaning wherever it appears. Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

The following words have the same meaning used throughout the policy:

**Accident** or **Accidental** means an unexpected event that occurs suddenly in time, is not an illness or disease of any or every kind and is not caused by any existing physical defect or infirmity.

**Accidental Loss** used with reference to hand, foot, thumb or index finger means the loss by physical severance or the total and permanent loss of use of said member as a result of an Accident, as determined by a Physician.

**Accidental Loss of eye(s)** means the total and irrecoverable loss of sight as a result of an Accident, as determined by a Physician.

**Accidental Loss of hearing** means the permanent total loss of hearing in both ears as a result of an Accident, as determined by a Physician.

**Accidental Loss of speech** means the permanent total loss of the capability of speech as a result of an Accident, as determined by a Physician.

**Aircraft** means any device used or designed for flight, except model or hobby craft not used or designed to carry people or cargo.

**Business** means a part-time or full-time trade, occupation or profession, including farming or stud activities, other than Incidental Business.

**Business Equipment** means the following items used in connection with Your Business: computer equipment, facsimile machines, photocopiers, typewriters, word processors, stock and samples, telecommunications equipment and office furniture.

**Contaminant** is an impurity resulting from the mixture of or contact of a substance with a foreign substance.

**Contents** means goods and personal property owned by, or in the possession of, You or a Family Member at the location(s) stated in Your Policy Schedule. Contents include any carpets, curtains, light fittings or fixtures that You have paid for, or are responsible for, excluding alterations and additions.

**Covered Relative** means the following relatives who do not live with You:

- a. Your children or other descendants or the children or other descendants of a spouse or partner who lives with You;
- b. Your parents, grandparents or other ancestors or the parents, grandparents or other ancestors of a spouse or partner who lives with You;
- c. Your siblings, their children or other descendants or the siblings, children or other descendants of a spouse or partner who lives with You; or
- d. spouses or domestic partners of the relatives referred to in a, b and c.
  - Parents, grandparents or other ancestors include adoptive parents, step-parents and step-grandparents.
  - Children or other descendants include adopted children, step-children and step-grandchildren.
  - Siblings include step-siblings and half-siblings.

**Damages** means the sum required to satisfy a claim up to the Sum Insured, whether settled or agreed to in writing by Us or resolved by judicial procedure.

**Depreciation** means a decrease in the value of any property over a period of time as a result of deterioration, use or wear and tear.



**Excess** means the amount which You have to pay in the event of a claim.

**Family Member** means any person residing with You who is:

- a. Your relative;
- b. under 23 and in Your care; or
- c. under 23 and in the care of a relative residing with You.

**Fine Arts** include, but are not limited to: paintings, etchings, statues, antiques and other bona fide works of art with historical value or artistic merit.

**House or Home** means the main dwelling, including service pipes, cables and underground tanks supplying the main dwelling at each location named in Your Policy Schedule.

**Incidental Business** means:

- a. an activity that did not produce gross revenues in excess of \$25,000 during the most recently completed financial year and does not involve employment of others that are subject to workers' compensation or other similar disability compensation during the Policy Period; or
- b. farming that does not involve employment of others for more than 1,500 hours in total of farm work during the Policy Period, and does not produce more than \$50,000 in gross annual revenues from the raising or care of animals or agriculture.

Incidental Business includes Residences listed in Your Policy Schedule that You own and rent to others.

**Insured Person** means:

- a. You or a Family Member; or
- b. any additional person named in Your Policy Schedule.

**Jewellery** means articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals. This also includes watches and set or unset gemstones.

**Landscaping** means Your trees, lawn, shrubs and other plants on the grounds of Your Residence.

**Market Value** refers to the amount for which an article could reasonably be expected to be replaced immediately prior to the time of loss or damage with one substantially identical.

**Medical Practitioner** means a person currently legally licensed and registered to practice medicine, including veterinary medicine.

**Motorised Land Vehicle** means any vehicle which requires registration or operator licensing. This includes self-propelled motor homes, motorcycles and attached trailers.

**Mould** means any type or form of fungus, including but not limited to all forms of mould or mildew, and any mycotoxins, spores, scents, vapours, gas or substance, including any by-products, produced or released by mould.

**Nuclear Hazard** means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

**Occurrence** means:

- a. a loss or an Accident or a series of losses or Accidents arising out of the one event which occur/s wholly during the Policy Period, including continuous or repeated exposures to the same general harmful conditions; or
- b. an offence, including a series of related offences, committed during the Policy Period.

**Other Structures** means any outdoor structure You own that is situated within the grounds at a location listed in Your Policy Schedule that is:

- a. not attached to Your House; or
- b. any boundary walls attached to Your House.

This includes, but is not limited to: swimming pools, cottages, garages, tennis courts and cabanas in such grounds.

**Permanent Total Disablement** means disablement as the result of an Accident, which:

- a. continues for a period of 12 consecutive months; and
- b. is confirmed as total, continuous and permanent by a Physician 12 consecutive months after the said Accident first occurred; and
- c. entirely prevents You from engaging in or giving attention to gainful occupation of any and every kind for the remainder of Your life.

**Personal Injury** means injuries or death resulting from the following:

- a. bodily injury;
- b. wrongful detention, false imprisonment or false arrest;
- c. shock, emotional distress, mental injury;
- d. invasion of privacy;
- e. defamation, libel or slander;
- f. malicious prosecution; or
- g. wrongful entry or eviction.

**Physician** means a person currently legally licensed and registered to practice medicine other than You, a Family Member, a Covered Relative or any other person insured under this Policy or an immediate family member thereof.

**Pollutant** means any solid, liquid, gaseous or thermal irritant or Contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals or Waste.

**Private Collections** refers to the personal property You own or possess, for which a Sum Insured is shown in the "Private Collections" Section of Your Policy Schedule.

**Property Damage** means physical damage to, destruction of, or loss of use of tangible property.

**Reconstruction Cost** means the lesser of the amount at the time of the loss required to:

- a. restore or repair a structure; or
- b. replace or rebuild a structure at the same location;

with materials and workmanship of like kind and quality and includes fees from architects, surveyors and consulting engineers. It does not include any amount required for the excavation, replacement or stabilisation of land under or around a structure.

**Residence** means any of the following which is listed in Your Policy Schedule:

- a. any House, Other Structures and grounds that You own; or
- b. any other property You own or reside in.

**Silverware** means items that consist of silver, including, but not limited to: trays, trophies, sterling silver items, pewter and other personal articles other than Jewellery.

**Unoccupied** means not lived in and empty of unfixed furnishings.

**Waste** is materials to be disposed of, recycled, reconditioned or reclaimed.

**Watercraft** means a boat or craft designed for use on or over water.

**We, Us, Our** and **Ours** means the insurance company named in Your Policy Schedule.

**You, Your** and **Yourself** means the person named in the Policy Schedule, and a spouse (legal or de facto including same sex partner) who lives with that person.

## SECTION III – House and Contents Cover

### 1. Basis of Cover

This Section of Your Policy covers:

- I. Your House against physical loss or Property Damage unless stated otherwise in the Policy or any exclusion applies; and
- II. Your Contents against physical loss or Property Damage anywhere in the world unless stated otherwise in the Policy or any exclusion applies.

### 2. Payment of a Loss

#### I. Amount of Cover for Your House

The amount We will pay for each House at each location is shown in Your Policy Schedule. Your Policy Schedule indicates the Payment Basis:

##### a. Additional Rebuilding Cost

- i If the Payment Basis is Additional Rebuilding Cost, We will pay the Reconstruction Cost of Your House, for each Occurrence, even if this amount is greater than the Sum Insured shown in Your Policy Schedule. However, You must repair or rebuild Your House at the same location. If not, the maximum payable is the Sum Insured shown for that location in Your Policy Schedule.

##### b. Rebuilding Cost

- i If the Payment Basis is Rebuilding Cost, We will pay the Reconstruction Cost of Your House, up to the Sum Insured shown for that location in Your Policy Schedule, for each Occurrence.
- ii For a covered total loss, We will pay the Reconstruction Cost up to the Sum Insured shown for that location in Your Policy Schedule, for each Occurrence, whether or not You actually rebuild Your House or Other Structures.

If at any time during the Policy Period;

- i You are undertaking alterations, additions or renovations to Your House or Other Structures that results in You living out of the House during any part of the building works; or
- ii You are undertaking alterations, additions or renovations to Your House or Other Structures that cost at least \$200,000 or is more than 10% of the House Sum Insured, whichever is the lesser;

and You do not advise Us of the construction, the most We will pay in settlement for a covered loss is the lesser of the Reconstruction Cost less Depreciation or the Sum Insured for Your House shown for that location in Your Policy Schedule.

If You have a covered loss and do not repair or replace the lost or damaged property within 180 days from the date of loss, We will only pay the repair or replacement costs less Depreciation, unless You have been prevented from repairing or replacing the lost or damaged property due to factors outside of Your control.

#### II. Amount of Cover For Your Contents

The most We will pay for a covered loss is the lesser of the amount required to repair the damage or the full cost to replace the Contents without deduction for Depreciation, up to the Sum Insured shown in Your Policy Schedule.

##### Payment for a Pair, Set or a Part

For a covered loss to a pair or set, or to a part of a larger unit, We will pay the lesser of:

- a. the costs to replace the lost or damaged property;
- b. the costs to restore or repair the damaged property to its condition before the loss; or
- c. the difference between the Market Value of the property before and after the loss.

However, We will pay You the full replacement cost of the entire pair, set or larger unit when You surrender to Us the undamaged item(s) of the pair, set or larger unit.

In no event, shall payment for a pair, set, part or larger unit exceed the Sum Insured for Your Contents as shown in Your Policy Schedule.

##### Special Limits for Contents

The Special Limit of Liability shown for each of the following categories is the maximum We will pay for a covered loss. These Special Limits of Liability do not increase the amount of cover for Your Contents or for any item covered elsewhere in this Policy:

<b>Category of Contents</b>	<b>Limit of Liability</b>
i. money, banker's drafts, bank notes, postal orders, cheques, gold, silver or platinum bullion or ingot	\$2,500
ii. guns which are lost, misplaced or stolen	\$5,000
iii. negotiable papers, securities, accounts, deeds, evidences of debt, letters of credit, notes (other than bank notes), manuscripts, passports or travel tickets	\$5,000
iv. stamps, coins and medals	\$5,000
v. trailers	\$5,000
vi. Watercraft, sailboards, surfboards, rowing boats, jet skis and dinghies, including their accessories	\$10,000
vii. Silverware which is lost, misplaced or stolen	\$100,000
viii. Jewellery which is lost, misplaced or stolen	\$50,000
– Maximum limit per item of Jewellery	\$25,000

### **III. Provisions for Cover on Your House and Contents**

- i We may change the Sum Insured shown in Your Policy Schedule when appraisals are conducted to reflect current costs and values. Therefore, We may adjust the premium to reflect any changes.
- ii At the time of renewal, the Sum Insured will be revised after considering any alterations, additions, improvements, the Consumer Price Index or the appraisal report. You will be notified of the revised Sum Insured in the renewal documentation.
- iii The Sums Insured for Your House and Contents will be adjusted daily to reflect the current effect of inflation. At the time of a covered loss, Your Sums Insured will include any increase in the Consumer Price Index (all groups) from the beginning of the Policy Period or, if this index is not available, an alternative index as We shall determine.

## **3. How Your Excess Applies**

The Excess shown in Your Policy Schedule is the amount of a covered loss You will pay for each Occurrence. For the following specific situations, a special Excess may apply:

### **I. Vacant House Excess**

If the House has been Unoccupied and empty of unfixed furnishings and Contents for more than 60 consecutive days at the time of a covered loss, and You did not notify Us in writing prior to vacating the House that it would be vacant, an Excess of 5% of the Sum Insured for Your House will apply unless a higher Excess already applies as shown in Your Policy Schedule.

### **II. Large Loss Excess Waiver**

The Excess shown in Your Policy Schedule will not apply in the event of a loss greater than \$50,000. This waiver does not apply to the Vacant House Excess which is not waived on any covered loss.

## **4. Additional Covers - House Section**

These covers are offered in addition to the Sum Insured shown in Your Policy Schedule for Your House cover unless stated otherwise. Your Excess applies to these covers unless stated otherwise.

### **I. Land**

In the event of a covered loss to Your House or Other Structures, We will pay for required stabilisation, excavation or replacement of land under or around Your House or Other Structures.

We will pay up to 10% of the amount of a covered loss to Your House or Other Structures for this cover.

### **II. Other Structures**

We cover any Other Structures for a covered loss under this Policy. We will pay up to 25% of the amount of the Sum Insured for Your House for the Other Structures sited in the same location as Your House stated in Your Policy Schedule, unless a higher amount is stated in Your Policy Schedule.

The same Payment of a Loss Payment Basis applied to Your House will apply to the Other Structures.

## 5. Additional Covers - Contents Section

These covers are offered in addition to the Sum Insured shown in Your Policy Schedule for Your Contents cover unless stated otherwise. Your Excess applies to these covers unless stated otherwise.

### I. Alterations and Additions

We cover any alterations, additions, improvements, fixtures, installations or other items of property that pertain to Your unit which are not insured by the body corporate, strata or other similar association policy.

We also cover any Other Structures on the unit property that You own or are exclusively entitled to use and required to insure.

Unless there is a higher amount stated in Your Policy Schedule, We will only pay up to a maximum of 25% of the Sum Insured for Contents.

If You have a covered loss and do not repair or replace the lost or damaged property within 180 days from the date of loss, We will only pay the repair or replacement costs less Depreciation, unless You have been prevented from repairing or replacing the lost or damaged property due to factors outside of Your control.

### II. Food Spoilage

We cover loss of food or wine caused by spoilage due to a temperature change in a refrigerator or freezer caused by an interruption of the power supply, or due to the mechanical breakdown of refrigeration equipment at any Residence. We will not pay more than \$10,000 for a covered loss to wine.

This cover is not in addition to the Sum Insured for Contents.

### III. Newly Acquired Items

We cover Your newly acquired Contents for 25% of the Sum Insured for Contents listed in Your Policy Schedule. You must request cover for the newly acquired Contents within 90 days after You acquire them and pay Us the additional premium from the date acquired.

We reserve the right, at Our discretion, not to insure the newly acquired Contents after the 90 days.

### IV. Parents in Care

We will pay up to \$20,000 for a covered loss to items owned by Your parents and located at a care or nursing home at which Your parents permanently reside.

### V. Property of Domestic Employees and Guests

We cover the personal property of Your domestic employees and guests while it is on the premises of any Residence listed in Your Policy Schedule.

### VI. Unlisted Residence Cover

If You have a loss at a residence owned or lived in by You which is not covered under this policy or any other policies issued by a direct or indirect subsidiary of AIG, We will pay up to 10% of the Sum Insured for Contents for one of the locations stated in Your Policy Schedule, most favourable to You.

Where Your Contents are located at a newly acquired property, this cover will apply after 90 days from the property settlement date. During the 90 day period following the property settlement date, We will pay for a covered loss in respect of Contents which are located at a newly acquired property up to the the Sum Insured for Contents.

### VII. Common Area Cover

We will pay up to \$50,000 per Occurrence for Your share of any extraordinary payments or special levies for common area loss or damages during the Policy Period to Your body corporate or strata association.

The common area loss or damages must be as a result of a covered loss to property or as a result of liability that would be covered under this policy. We will not pay any Excess amount that You are expected to pay under Your body corporate or strata insurance.

Your Excess does not apply to this cover.

## **6. Additional Covers - Applicable to House and Contents Sections**

These covers are offered in addition to the Sum(s) Insured shown in Your Policy Schedule for Your House and Contents cover unless stated otherwise. Your Excess applies to these covers unless stated otherwise.

### **I. Emergency Clothing and Essential Purchases**

We will pay up to a maximum \$5,000 for essential replacement clothing and toiletry items You or a Family Member need to purchase as a result of a covered Forced Evacuation loss where You are unable to access Your Residence.

### **II. Fire Department Charges**

We will pay up to \$5,000 for any charges imposed by law or assumed in any written agreement for any expenses if the fire department is called to protect Your Residence.

Your Excess does not apply to this cover.

### **III. Garden and Landscaping**

We will pay up to 5% of the Sum Insured for Your House, or if not applicable, 10% of the Sum Insured for Your Contents, to repair or replace lost or damaged trees, shrubs, plants or lawns at the Residence shown in Your Policy Schedule, but no more than \$10,000 for any one tree, shrub or plant for losses caused by:

- a. Aircraft;
- b. fire, lightning or explosion;
- c. riot or civil commotion;
- d. earthquake;
- e. a vehicle; or
- f. theft, attempted theft, vandalism or malicious acts.

### **IV. Loss of Rent**

If You are not able to rent out Your Residence, or a part of Your Residence, that You usually rent to others, because of a loss covered by this policy, We will pay the rent You would have received for the reasonable amount of time necessary to restore Your Residence, or that part of Your Residence, to a habitable condition, up to a maximum of four years provided Your Policy remains in force.

In addition, We will pay any levies that You ordinarily pay up to a maximum of \$5,000 per annum up to four years.

We do not cover any loss of rents due to termination of a lease or other rental agreement.

### **V. Precautionary Repairs**

After a loss covered by this Policy, We will pay the reasonable expenses You incur for necessary repairs to protect Your Residence against further loss.

This cover is not in addition to the Sum(s) Insured for House and Contents.

### **VI. Tree Removal**

We will pay the reasonable costs up to a maximum of \$5,000 per Occurrence to remove:

- a. fallen trees at Your Residence;
- b. trees that are threatening to fall and cause damage to Your Residence;
- c. trees that are located in Your garden and threaten to fall and cause damage to Your neighbours' building; or
- d. trees that are in Your neighbours' garden and threaten to fall and cause damage to Your Residence;

provided that the fallen tree or the threat of the tree falling is caused by:

- i. wind;
- ii. hail;
- iii. sleet;
- iv. the weight of ice or snow;
- v. fire, lightning or explosion;
- vi. riot or civil commotion;
- vii. earthquake; or
- viii. malicious acts.

Your Excess does not apply to this cover.

## **VII. Construction Materials**

We will cover materials and supplies up to the value of:

- a. 10% of the Sum Insured for Your House or \$200,000, whichever is the lesser; or if not applicable
- b. 25% of the Sum Insured for Your Contents or \$200,000, whichever is the lesser;

owned by You at each Residence shown in Your Policy Schedule for use in the repair, alteration, additions, construction or improvement of Your Residence unless stated otherwise or any exclusion applies.

If You inform Us that the materials and supplies exceed 10% of the Sum Insured for Your House or \$200,000, or if not applicable, 25% of the Sum Insured for Your Contents or \$200,000, We may at Our absolute discretion

- a. amend the terms and conditions of Your Policy and charge additional premium if necessary; and
- b. view the builder's insurance contract.

The onus is always on You to ensure that there is a suitable builder's insurance contract in place.

This additional cover does not increase the amount of Your cover for Your Residence or Other Structures.

## **VIII. Rebuilding for Compliance**

We will pay the necessary costs in conforming to any laws or regulations after a covered loss for the repair, replacement or demolition of Your Residence or any Other Structure covered under this Policy.

This cover will not apply if You decide not to repair or replace Your Residence or any Other Structures at the same location.

## **7. Extra Covers - Applicable to House and Contents Sections**

These covers are offered in addition to the Sum(s) Insured shown in Your Policy Schedule for Your House and Contents cover unless stated otherwise. Your Excess applies to these covers unless stated otherwise.

### **I. Alternative Accommodation**

If a covered loss makes Your Residence uninhabitable, We cover any reasonable increase in living expenses incurred by You to maintain Your household's usual standard of living. Payment will continue for the shortest reasonable amount of time necessary to restore Your Residence to a habitable condition or for Your household to permanently locate elsewhere, up to a maximum of four years provided Your Policy remains in force. This includes accommodation for Your pets and horses.

### **II. Alternative Accommodation for Your Pets**

If You are entitled to a benefit under Alternative Accommodation and Your pets are not permitted to stay with You due to the terms and conditions of the tenancy agreement at the place where You will temporarily reside, We will pay up to a maximum of \$30,000 to board Your pets, including horses.

### **III. Arson Reward**

We will pay up to \$5,000 for information leading to an arson conviction in connection with a fire loss to Your Residence covered by this Policy.

The \$5,000 limit of liability is the most We will pay, regardless of the number of persons providing information.

### **IV. Business Equipment**

We will pay up to \$30,000 in total for a covered loss to Business Equipment You own or lease at a Residence listed in Your Policy Schedule.

#### **Business Equipment Extra**

- If You hold a current licence as a Medical Practitioner, We will pay up to \$50,000 in total for a covered loss to Business Equipment You own or lease at a Residence listed in Your Policy Schedule.

### **V. Costs to Discharge a Mortgage**

We will pay up to \$5,000 for the reasonable legal costs to discharge Your mortgage following a covered total loss under this Policy.

### **VI. Debris Removal**

We will pay the reasonable costs necessary to demolish damaged buildings and remove the debris following a covered loss at Your Residence.

## **VII. Electronic Data Restoration**

We will pay up to \$10,000 to replace or recreate personal data as the result of a covered loss or computer virus.

“Computer virus” means a malicious or illegal entry that distorts, corrupts or manipulates electronic data software programs that You ordinarily use.

“Personal data” means:

- a. electronic data processing equipment and the accessories thereof;
- b. software; and
- c. data that is stored on the software.

## **VIII. Emergency Access to the Residence**

We will pay up to \$2,500 in total for loss or damage as a direct result of forcible entry to the Residence to attend a medical emergency.

## **IX. Emergency Preventative Measures**

We will pay up to \$5,000 for costs incurred by You in taking temporary measures which are reasonable to avoid or mitigate a potential claim caused by storm, flood, bushfire and other natural catastrophes.

## **X. Forced Evacuation**

If You are denied access to Your Residence by the Police or public authority as a direct result of a loss or a reasonable threat of a loss that would be covered by this Policy, We will reimburse You for the reasonable increase in Your living expenses necessary to maintain Your household’s usual standard of living for up to ninety (90) days. We also cover any loss of rent for up to ninety (90) days if Your Residence is rented to others.

We do not cover any loss of rent due to termination of a lease or other rental agreement.

## **XI. Forced Evacuation for Pets**

If You are entitled to a benefit under Forced Evacuation and have pets that are not permitted to stay with You under the terms and conditions of Your temporary accommodation, We will pay for the reasonable costs to board Your pets for a maximum of ninety (90) days up to a maximum of \$2,500.

## **XII. Lock Replacement**

We will pay for the cost of replacing the locks in a Residence listed in Your Policy Schedule if the keys to that Residence are lost or stolen.

In addition, We will pay for the costs of replacing the electronic unlocking devices for Your car if they were on the same key ring as the keys to Your Residence at the time they were lost or stolen up to a maximum of \$5,000.

You must notify Us within 72 hours of discovering the loss or theft.

Your Excess does not apply to this cover.

## **XIII. Misappropriation of Funds**

For any Unauthorised Use of Your personal financial institution Account, We will pay up to \$25,000, but only if You have complied with the terms and conditions of the Account.

“Account” means Your:

- a. bank card;
- b. debit card;
- c. the account numbers of Your bank or credit card; or
- d. electronic fund transfers.

“Unauthorised Use” means removal of funds from Your Account by anyone that is not:

- a. You;
- b. a Family Member; or
- c. someone who You have granted unlimited access to Your Account.



#### XIV. Modification of Lifestyle Costs

If You or a Family Member have an Accident during the Policy Period, resulting in any disability listed in the Table of Disabilities below, We will pay up to \$50,000 in total for:

- a. alterations to Your Residence to allow You or a Family Member to live unassisted; and/or
- b. related permanent relocation expenses, except stamp duty or any other applicable taxes, if You permanently relocate away from Your Residence listed in Your Policy Schedule. This coverage does not apply if Your Residence listed in Your Policy Schedule was already for sale or You intended to permanently relocate before the Accident.

#### Table of Disabilities

1. Permanent Total Disablement	7. Accidental Loss of both hands or both feet
2. Accidental Loss of both eyes	8. Accidental Loss of one hand and one foot
3. Accidental Loss of speech and hearing	9. Accidental Loss of one hand and loss of one eye
4. Accidental Loss of speech and loss of one hand	10. Accidental Loss of one foot and one eye
5. Accidental Loss of speech and loss of one foot	11. Accidental Loss of speech
6. Accidental Loss of speech and loss of one eye	12. Accidental Loss of hearing

#### XV. Mould Rectification Costs

We will pay up to \$25,000 for the reasonable costs of Mould Rectification for a covered loss involving water damage to Your Residence.

We will pay up to \$5,000 for loss of rent and any reasonable costs to necessarily relocate You whilst the Mould Rectification is being completed. Should You be renting out the Residence that has a covered loss under this Section, We will pay the rent You would have received for the reasonable amount of time necessary to restore Your Residence, or that part of Your Residence, to a habitable condition.

“Mould Rectification” means

- a. testing the internal structures and Contents for Mould (including alterations and additions where applicable);
- b. testing the internal air quality for Mould within Your Residence;
- c. the development and implementation a mould rectification plan;
- d. replacing or repairing the property damaged by Mould; and
- e. removing debris affected primarily by Mould.

#### XVI. Permanent Disability Benefit for Domestic Workers

If any of Your full time permanently employed domestic workers have an Accident during the Policy Period, resulting in any permanent disability listed in the Table of Benefits below, We will pay them the amount stated for that permanent disability.

When more than one permanent disability arises from one Accident, the benefits will be added together but shall not exceed the Permanent Total Disablement Benefit.

#### Table of Benefits

Description of Permanent Disability	Amount
1. Permanent Total Disablement	\$25,000
2. Accidental Loss of both eyes	\$25,000
3. Accidental Loss of speech and hearing	\$25,000
4. Accidental Loss of speech and loss of one hand	\$25,000
5. Accidental Loss of speech and loss of one foot	\$25,000
6. Accidental Loss of speech and loss of one eye	\$25,000
7. Accidental Loss of both hands or both feet	\$25,000
8. Accidental Loss of one hand and one foot	\$25,000
9. Accidental Loss of one hand and loss of one eye	\$25,000
10. Accidental Loss of one foot and one eye	\$25,000
11. Accidental Loss of speech	\$12,500
12. Accidental Loss of hearing	\$12,500

### **XVII. Trace and Access**

We will pay the cost to remove and replace part of Your Residence or Other Structures in order to locate the source of escape of water or oil from any fixed tanks, apparatus, pipes or any fixed domestic heating or cooling installation.

We do not cover loss or damage to the heating or water system itself.

## **8. Specific Exclusions**

The following exclusions apply to this Section of Your Policy:

### **I. Aircraft**

We do not cover any loss or damage to Aircraft or Aircraft parts.

### **II. Business Equipment**

We do not cover any loss or damage to Business Equipment unless it is Business Equipment covered elsewhere in this Section.

### **III. Confiscation**

We do not cover any loss or damage caused by the destruction, confiscation or seizure of Your Contents by any government or public authority.

### **IV. Dishonest or Intentional Acts**

We do not cover any loss or damage as a direct or indirect result of:

- a. a dishonest or criminal act committed by, or at the direction of, You or any other Insured Person; or
- b. an intentional or deliberate act, committed by, or at the direction of, You or any other Insured Person, unless the act is committed for the purpose of preventing Personal Injury or Property Damage.

### **V. Earth Movement**

We do not cover any loss caused by earth movement from any cause, including, but not limited to, volcanic eruptions, landslides, mudflows, tidal surge or the sinking, rising or shifting of land or water unless due to an earthquake.

However, this exclusion does not apply to ensuing covered loss due to fire, explosion, theft or glass breakage unless any other exclusion applies.

### **VI. Existing Damage**

We do not cover any loss or damage which occurred prior to the Policy Period.

### **VII. Faulty, Inadequate or Defective Planning**

We do not cover any loss or damage caused by faulty, inadequate or defective:

- a. planning, development, surveying, siting;
  - b. design, specifications, workmanship, repair, construction, renovation, remodelling, grading, compaction;
  - c. materials used in repair, construction, renovation or remodelling; or
  - d. maintenance;
- of part or all of any property whether on or off the Residence.

However, this exclusion does not apply to ensuing covered loss unless any other exclusion applies.

### **VIII. Freezing Water**

We do not cover any loss or damage caused by water freezing in a plumbing, heating or air conditioning system or household appliance if Your Residence or a habitable Other Structure is Unoccupied for longer than 60 consecutive days, under renovation or being constructed, unless You used reasonable care to maintain heat at a reasonable level in Your Residence or habitable Other Structure, or shut off and drained the water from the system or appliance.

#### **IX. Gradual Deterioration, Breakdown, Wear and Tear**

We do not cover any loss or damage caused by:

- a. wear and tear, gradual deterioration;
- b. inherent vice, latent defect, mechanical or electrical breakdown that You:
  - i were aware of at the time this Policy was entered into; or
  - ii could have been reasonably expected to be aware of when this Policy was entered into; or
- c. warping or shrinkage, rust or other corrosion, wet or dry rot.

However, this exclusion does not apply to ensuing covered loss unless any other exclusion applies or where the gradual deterioration, breakdown or wear and tear causes water to escape from a household appliance, swimming pool or plumbing, heating or air conditioning system.

Exclusion (IX.b.) does not apply to damage to household electrical motors if there is actual burning out of the motor which is not caused by improper maintenance.

#### **X. Loss Caused by Animals**

We do not cover any loss or damage caused by:

- a. rodents, insects or vermin; or
- b. birds, except for loss or damage to Your Contents.

However, this exclusion does not apply to ensuing covered loss unless any other exclusion applies or where an animal causes water to escape from a household appliance, swimming pool or plumbing, heating or air conditioning system.

#### **XI. Loss to Animals**

We do not cover loss, damage or injury of any kind to:

- a. animals;
- b. birds; or
- c. fish.

#### **XII. Misappropriation**

We do not cover any loss or damage caused by the theft or other misappropriation of Contents from You or a Family Member by You or an Insured Person.

#### **XIII. Motorised Land Vehicles**

We do not cover any loss or damage to Motorised Land Vehicles including their equipment, accessories or any electronic devices operated solely by power from the electrical system of that vehicle.

This exclusion does not apply to loss or damage to unregistered vehicles, which are

- a.
  - i used to service any Residence You own or live at;
  - ii designed to assist the handicapped;
  - iii decommissioned Motorised Land Vehicles in storage at Your Residence;
  - iv golf buggies; or
- b.
  - i designed for recreational use off public roads, including, but not limited to quad bikes or motor bikes of any kind. The cover under (b.i.) is limited to loss to the said unregistered vehicles resulting from fire and theft at the Residence listed in Your Policy Schedule.

#### **XIV. Mould**

We do not cover any loss or damage caused by the presence of Mould, however caused, unless it is Mould Rectification Costs covered elsewhere in this Section.

However, this exclusion does not apply to loss or damage caused by the presence of Mould resulting from fire or lightning unless another exclusion applies or where Mould causes water to escape from a household appliance, swimming pool or plumbing, heating or air conditioning system.

#### **XV. Nuclear Hazard**

We do not cover any loss or damage caused directly or indirectly by Nuclear Hazard. However, this exclusion does not apply to ensuing covered loss due to fire resulting from a Nuclear Hazard unless any other exclusion applies.

**XVI. Pollution or Contamination**

We do not cover any loss or damage caused directly or indirectly by the discharge, dispersal, seepage, migration or release or escape of Pollutants, regardless of any cause or event contributing concurrently or in any sequence to the loss. We do not cover the cost to extract Pollutants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.

However, this exclusion does not apply to loss or damage caused by the escape of oil from any fixed domestic heating installation or where Pollutants causes water to escape from a household appliance, swimming pool or plumbing, heating or air conditioning system.

**XVII. Radioactive, Chemical or Biological Contamination**

We do not cover any loss or damage, directly or indirectly caused by:

- a. radioactivity or ionizing radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
- b. the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- c. the use of a chemical or biological weapon.

**XVIII. Renovations and Repairs**

We do not cover loss or damage caused by renovating, refinishing, cleaning or repairing any kind of Contents, except Jewellery, watches and furs.

However, this exclusion does not apply to ensuing covered loss unless any other exclusion applies.

**XIX. Structural Movement**

We do not cover any loss caused by settling, cracking, shrinking, bulging or expansion of any building or Other Structure.

However, this exclusion does not apply to ensuing covered loss unless any other exclusion applies or where the settling, cracking, shrinking, bulging or expansion causes water to escape from a household appliance, swimming pool or plumbing, heating or air conditioning system.

**XX. Temperature or Dampness**

We do not cover any loss or damage caused by extremes of temperature, dampness or dryness of atmosphere, or water vapour to Your Residence, Other Structures or Contents.

However, this exclusion does not apply to loss or damage caused directly by rain, sleet, snow or hail.

**XXI. Tenant's Property**

We do not cover any loss or damage to property of lodgers, boarders or other tenants.

**XXII. War or Similar Risks**

We do not cover any loss caused directly or indirectly by war, including the following and any consequence of the following:

- a. undeclared war, civil war, insurrection, rebellion or revolution;
- b. warlike acts by a military force or military personnel; or
- c. the destruction, seizure or use of property for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

## SECTION IV – Private Collections

### 1. Basis of Cover

This Section of Your Policy covers You against physical loss or Property Damage to Private Collections anywhere in the world unless stated otherwise in the Policy or any exclusion applies.

The Sum Insured for each category of Private Collection, and for each scheduled item, is shown in Your Policy Schedule.

### 2. Payment of a Loss

#### I. Payment for Specified Items and Unspecified Items

- a. Specified Items
  - i. Total Loss.
    - For a covered loss to an item listed in Your Policy Schedule of items, We shall pay the Sum Insured for that item if it is lost or damaged beyond repair.
  - ii. Partial Loss.
    - If only part of the specified item is lost or damaged, We shall pay either the amount to restore the item to its condition immediately before the loss or to make up the difference between its Market Value before and after the loss. If after the restoration, the Market Value of the item is less than its Market Value immediately before the loss, We shall pay the difference. In no event shall payment exceed the Sum Insured for that item.
- b. Unspecified Items
  - i. We shall pay the amount required to repair or replace the property, whichever is the lesser, without deduction for Depreciation, for a covered loss to valuable articles with unspecified cover as shown in Your Policy Schedule. If after the restoration, the Market Value of the item is less than its Market Value immediately prior to the loss, We shall pay the difference. We will not pay more than the single article limit stated in Your Policy Schedule.

### 3. Payment for a Pair or Set

For a covered loss to a pair or set, We will pay the lesser of:

- a. the costs to repair or replace any part or to restore the pair or set to its condition before the loss;
- b. the difference between Market Value of the property before and after the loss; or
- c. the Sum Insured if specified, or the Market Value if unspecified up to the single article limit stated in Your Policy Schedule, for the entire pair or set when You surrender to Us the undamaged item(s) of the pair or set.

In no event, shall payment exceed the Sum Insured for that pair or set or the unspecified single article limit as shown in Your Policy Schedule.

### 4. Additional Covers

These covers are offered in addition to the Sum Insured shown in Your Policy Schedule unless stated otherwise.

#### I. Defective Title

- a. We cover You if You have purchased an item which You are subsequently required by law to relinquish possession of due to:
  - i. unforeseen discovery of the vendor's defective title or lack of title to the item purchased by You; or
  - ii. any charge or encumbrance placed on the item, prior to the purchase by You, of which You were not aware.
- b. We will also pay legal costs incurred by You, with Our prior written consent, in defending an action brought against You in respect of any defective title or lack of title claim.
- c. We will only cover a loss if both the purchase and any relevant claim under this Section of Your Policy are made during the Policy Period.
- d. The most We will pay is \$50,000 or 25% of the Sum Insured for the Private Collections category under which the item is insured, whichever is the lesser amount.
- e. We will only cover a loss resulting from a purchase made by You from an auctioneer or dealer who is a member of at least one of the following:
  - i. Australian Antique & Art Dealer Association;
  - ii. Auctioneers and Valuers Association of Australia; or
  - iii. equivalent accredited vendors in other countries.

## II. Market Appreciation

- a. In the event of a total loss to a scheduled item, We will pay the amount of scheduled cover for that item. However, if the Market Value of the scheduled item immediately before the loss exceeds the amount of scheduled cover for that item, We will pay its Market Value immediately prior to the loss, up to 125% of the amount of scheduled cover for that item subject to a maximum increase of \$100,000. The maximum We will pay is the total scheduled items amount of cover for that class as listed in Your Policy Schedule.
- b. If only part of the scheduled item is lost or damaged, We will pay either the full amount to restore the item to the condition immediately before the loss or to make up the difference between its Market Value before and after the loss. If after the restoration, the actual value of the item is less than its Market Value immediately before the loss, We will pay the difference. The maximum amount We will pay is 125% of the amount of scheduled cover for that item subject to a maximum increase of \$100,000. The maximum We will pay is the total scheduled items amount of cover for that class as listed in Your Policy Schedule.
- c. We will only provide the Market Appreciation benefit if You maintain updated valuations that are a maximum of 12 months old prior to the start of each Policy Period and where the scheduled items are insured for the amount as noted in the updated valuations.

## III. Newly Acquired Private Collection Items

- a. We cover Your newly acquired items provided You already have a specified Sum Insured shown in Your Policy Schedule in the category that the newly acquired item would be insured under. The most We will pay is 25% of the Sum Insured for the category as shown in Your Policy Schedule for a covered loss, up to a maximum of \$100,000 for Jewellery. For cover to apply under this policy, You must request cover for all newly acquired items within the first ninety (90) days after Your acquisition, and pay any additional premium from the date acquired. If after ninety (90) days We have not been notified of the newly acquired item, cover will automatically cease from the date the item was acquired.

## 5. Specific Exclusions

The following exclusions apply to this Section of Your Policy:

### I. Confiscation

We do not cover any loss or damage caused by the destruction, confiscation or seizure of any property by any government or public authority.

### II. Dishonest or Intentional Acts

We do not cover any loss or damage as a direct or indirect result of:

- a. a dishonest or criminal act committed by, or at the direction of, You or any other Insured Person; or
- b. an intentional or deliberate act, committed by, or at the direction of, You or any other Insured Person, unless the act is committed for the purpose of preventing Personal Injury or Property Damage.

### III. Existing Damage

We do not cover any loss or damage which occurred prior to the Policy Period.

### IV. Gradual Deterioration, Breakdown, Wear and Tear

We do not cover any loss or damage caused by:

- a. wear and tear, gradual deterioration;
- b. inherent vice, latent defect, mechanical or electrical breakdown that You:
  - i were aware of at the time this Policy was entered into; or
  - ii could have been reasonably expected to be aware of when this Policy was entered into;
- c. warping or shrinkage, rust or other corrosion, wet or dry rot; or
- d. vermin, rodents or insects.

However, this exclusion does not apply to ensuing covered loss unless any other exclusion applies.

Exclusion (IV.b.) does not apply to damage to household electrical motors if there is actual burning out of the motor which is not caused by improper maintenance.

#### **V. Jewellery in the Bank**

We do not cover any loss to specified Jewellery described in Your Policy Schedule as "Jewellery in Bank" while these items are out of a bank vault, unless We agree in writing in advance that We will cover them. In the event that We do agree to cover them, We reserve the right to amend the premium and You agree to pay the amended premium accordingly.

#### **VI. Jewellery in the Safe**

We do not cover any loss to specified Jewellery described in Your Policy Schedule as "Jewellery in Safe" while these items are out of a safe located within the Residence, unless We agree in writing in advance that We will cover them. In the event that We do agree to cover them, We reserve the right to amend the premium and You agree to pay the amended premium accordingly.

#### **VII. Misappropriation**

We do not cover any loss or damage caused by the theft or other misappropriation of Private Collections from You or a Family Member by You or an Insured Person.

#### **VIII. Mould**

We do not cover any loss or damage caused by the presence of Mould, however caused.

However, this exclusion does not apply to loss or damage caused by the presence of Mould resulting from fire or lightning unless another exclusion applies.

#### **IX. Nuclear Hazard**

We do not cover any loss or damage caused directly or indirectly by Nuclear Hazard.

However, this exclusion does not apply to ensuing covered loss due to fire resulting from a Nuclear Hazard unless any other exclusion applies.

#### **X. Radioactive, Chemical or Biological Contamination**

We do not cover any loss or damage, directly or indirectly caused by:

- a. radioactivity or ionizing radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
- b. the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- c. the use of a chemical or biological weapon.

#### **XI. Renovations and Repairs**

We do not cover loss or damage caused by renovating, refinishing, cleaning or repairing any kind of Fine Arts.

However, this exclusion does not apply to ensuing covered loss unless any other exclusion applies.

#### **XII. Stamps and Coins**

We do not cover any loss or damage to stamps or coins caused by:

- a. fading, creasing, handling, denting, scratching, tearing, thinning, colour transfer, aridity, dampness or extreme temperature; or
- b. handling or being worked on.

#### **XIII. War or Similar Risks**

We do not cover any loss caused directly or indirectly by war, including the following and any consequence of the following:

- a. undeclared war, civil war, insurrection, rebellion or revolution;
- b. warlike acts by a military force or military personnel; or
- c. the destruction, seizure or use of property for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

## SECTION V – Personal Liability

### 1. Basis of Cover

This Section of Your Policy covers Damages an Insured Person is legally obligated to pay for Personal Injury or Property Damage caused by an Occurrence anywhere in the world, unless stated otherwise or any exclusion applies.

### 2. Payment of a Loss

The most We will pay for all claims for Personal Injury and Property Damage as a result of any one Occurrence is the Sum Insured for Personal Liability shown in Your Policy Schedule. This insurance applies separately to each Insured Person against whom a claim is made or lawsuit is brought, but We will not pay more than the limit shown in Your Policy Schedule for any single Occurrence regardless of the number of Insured Persons, claims made or persons injured.

Payments under Defence Cover, except a payment made pursuant to a judgment, award or settlement, are in addition to the Sum Insured of Personal Liability shown in Your Policy Schedule.

### 3. Defence Cover

We will pay the reasonable legal defence costs and legal expenses incurred by an Insured Person with Our prior written consent. In jurisdictions where We may be prevented from defending an Insured Person for a covered loss because of local laws or other reasons, We will pay only those legal defence expenses incurred with Our prior written consent for the Insured Person's defence.

Our duty to pay legal defence costs and legal expenses incurred by an Insured Person ends when the amount We have paid in Damages for that Occurrence equals the Personal Liability cover limit shown in Your Policy Schedule.

### 4. Additional Covers

In addition to Damages and legal defence costs, We also provide related covers. These payments are in addition to the Sum Insured for Damages and legal defence costs unless stated otherwise or any exclusion applies.

#### I. Credit Cards, Forgery and Counterfeiting

We will pay up to a total of \$30,000 for:

- a. any amount You or a Family Member are legally obligated to pay resulting from:
  - i theft or loss of a bank card or credit card issued in Your or a Family Member's name; or
  - ii loss caused by forgery or alteration of any cheque or negotiable document.

A loss will not be covered unless all the terms for using the card, cheque or negotiable document are complied with.

- b. loss caused by accepting in good faith any counterfeit paper currency.

At Our option We may defend a claim or suit against You or a Family Member for forgery, counterfeiting or for loss or theft of a bank card or credit card.

#### II. Domestic Workers' Compensation (not available in all States or Territories of Australia)

Your Policy Schedule indicates if You have Domestic Workers' Compensation cover.

Where You employ a domestic worker, this cover applies where You are liable to pay if they are injured while working for You.

The relevant workers' compensation legislation for Your State will determine how this cover is applied.

Cover is not provided for workers who are working for You in Your own Business, trade, or profession.

When this cover is operative it is provided by:

- Allianz Australia Insurance Limited (ABN 15 000 122 850) in the Australian Capital Territory, or
- Allianz Australia Workers' Compensation (NSW) Limited (ABN 17 003 087 545) in New South Wales, or
- Allianz Australia Insurance Limited (ABN 15 000 122 850) in Western Australia, or
- Allianz Australia Insurance Limited (ABN 15 000 122 850) in Tasmania.



### III. Golf Exposures

We provide cover for You or a Family Member for the following additional expenses incurred whilst playing golf or participating in activities at a golf club unless otherwise stated or any exclusion applies. This cover applies worldwide.

a. Third Party Damage

We cover all Property Damage caused by an Insured Person to property owned by others, irrespective of legal personal liability.

b. Personal Accident

In the event that You or a Family Member suffers Personal Injury whilst playing golf, which results in death or Permanent Total Disablement, We will pay You or a Family Member \$25,000, unless a lower amount is stipulated by law. In the event of death, this benefit will be paid to the estate.

We will not pay more than \$25,000 for any one Occurrence. Loss related to death or loss of limb(s) or eye(s) must occur within twelve (12) months of the date of the Occurrence.

c. Hole in One

We will pay up to \$1,000 for expenses incurred in the Golf Club House following a "hole-in-one" achieved by You or a Family Member during an official competition round. Official certification from Your club or the competition secretary must be submitted as proof in the event of a claim along with the receipt for expenses incurred.

### IV. Identity Fraud

We will pay up to \$50,000 in total for You or a Family Member's Identity Fraud Expenses for each Identity Fraud Occurrence during the Policy Period.

**Identity Fraud Expenses** means:

- a. costs for notarising fraud affidavits or similar documents for financial institutions or similar credit grantors or credit agencies that require that such affidavits be notarised;
- b. costs for registered mail to Police, credit agencies, financial institutions or similar credit grantors;
- c. lost wages as a result of time taken off from work to meet with, or talk to, Police, credit agencies and/or legal counsel or to complete fraud affidavits, up to a maximum payment of \$1,750 per week for a maximum period of six weeks;
- d. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;
- e. reasonable legal fees incurred, with Our prior written consent, for:
  - i defence of lawsuits brought against You or a Family Member by merchants or their collection agencies;
  - ii the removal of any criminal or civil judgments wrongly entered against You or a Family Member; or
  - iii challenging the accuracy or completeness of any information in a consumer credit report.
- f. charges incurred for telephone calls to merchants, Police, financial institutions or similar credit grantors or credit agencies to report or discuss an actual Identity Fraud.

**Identity Fraud** means the act of knowingly transferring or using, without lawful authority, a means of identification of You or a Family Member with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of law.

At Your option:

- a. We will pay the cost to implement a plan to resolve civil or criminal judgments wrongly entered against You or a Family Member and remove all fraudulent entries from Your credit report. You may choose an identity theft restoration service from a panel of firms selected by Us. If a service is not available in Your area, We reserve the right to select the identity theft restoration service; or
- b. We will reimburse You for Identity Fraud Expenses incurred as the direct result of each Identity Fraud.

We do not cover:

- a. loss arising out of Business pursuits of You or a Family Member;
- b. expenses incurred due to any fraudulent, dishonest or criminal act by You or a Family Member or any person acting in concert with You or a Family Member, or by any authorised representative of You or a Family Member whether acting alone or in collusion with others; or
- c. loss other than expenses.

This cover does not apply to loss or damage covered under the Additional Covers benefit entitled Credit Cards, Forgery and Counterfeiting.

## **V. Reversal of Damages**

We will pay the Reserve Bank of Australia Cash Rate up to a maximum of \$50,000 per year for a maximum of three (3) years on the amount that You would have received for damages and taxed costs which have been awarded to You or a Family Member, but which have not been paid after 3 months from the date for payment pursuant to a court order or award for;

- a. Accidental Personal Injury; and
- b. Accidental loss of property or Property Damage, provided that;
  - i the damages awarded were not in respect of an incident arising out of Your profession, occupation or Business;
  - ii You would have been covered by this policy if You were in the position of the person You are claiming damages against; and
  - iii there is no appeal in progress.

This cover only applies if the damages are awarded by a court in Australia.

This benefit will cease when You receive Your damages.

## **5. Specific Exclusions**

The following exclusions apply to this Section of Your Policy:

### **I. Aircraft**

We do not cover Personal Injury or Property Damage arising out of the ownership, maintenance, use, loading, unloading, or towing of any Aircraft.

However, this exclusion does not apply to Personal Injury or Property Damage arising out of the ownership, maintenance, use, loading, unloading, or towing of any Aircraft chartered by You with qualified and professional crew and operated solely by licensed pilots.

### **II. Business Pursuits**

We do not cover Personal Injury or Property Damage arising out of an Insured Person's Business pursuits, investment activity or any activity intended to generate a profit.

However, this exclusion does not apply to:

- a. voluntary work for an organised and registered charitable, religious or community group;
- b. Incidental Business activity; or
- c. Personal Injury or Property Damage resulting from the physical condition of Your Residence if:
  - i You have no employees that are subject to workers' compensation or other similar disability compensation, or if You are a Medical Practitioner who does not have more than two (2) employees subject to such compensation;
  - ii You are a home day care provider with gross revenue that does not exceed \$5,000 per annum; or
  - iii There is no other valid or collectible insurance.

### **III. Care, Custody or Control**

We do not cover any loss arising from Property Damage in relation to property owned by, or in the custody, care or control of, an Insured Person.

### **IV. Contractual Liability**

We do not cover Personal Injury or Property Damage arising from contracts or agreements, whether written or unwritten, unless liability would have existed without the contract or agreement.

### **V. Dangerous Dogs**

We do not cover any loss or damage which an Insured Person may be held liable in relation to a dog defined as 'dangerous' or a 'restricted breed' under local Council, State or Commonwealth laws.

### **VI. Directors' Errors or Omissions**

We do not cover Personal Injury or Property Damage arising out of any Insured Person's acts, errors or omissions as an officer or member of the board of directors of any corporation or organisation. This exclusion does not apply to Personal Injury or Property Damage arising out of an Insured Person's actions for a non-profit making corporation or organisation unless any other exclusion applies.

## **VII. Discrimination**

We do not cover Personal Injury arising out of actual, alleged or threatened discrimination or harassment due to age, race, national origin, colour, sex, creed, handicapped status, sexual preference or any other discrimination.

## **VIII. Financial Guarantee**

We do not cover any loss or Damages for an Insured Person's guarantee of financial performance of any organisation, Insured Person or other individual.

## **IX. Intentional Acts**

We do not cover any Damages arising out of an act intended by any Insured Person to cause Personal Injury or Property Damage, even if the Personal Injury or Property Damage is of a different degree or type than actually intended or expected.

But we do cover such Damages if the act was reasonably intended to protect people or property unless another exclusion applies. An intentional act is one which is done deliberately with conscious design.

## **X. Insured Person**

We do not cover Personal Injury to an Insured Person under this policy.

## **XI. Mould**

We do not cover Personal Injury or Property Damage arising directly or indirectly, in whole or in part, out of the actual or alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any Mould.

However, this exclusion does not apply to Personal Injury or Property Damage arising out of Mould either in or on, a good or product intended for consumption.

## **XII. Motorised Land Vehicles**

We do not cover Personal Injury or Property Damage arising out of the ownership, maintenance, use, loading or unloading of any Motorised Land Vehicle. This exclusion does not apply to unregistered vehicles, which are:

- a. used to service any Residence;
- b. designed to assist the handicapped;
- c. decommissioned Motorised Land Vehicles in storage at Your Residence;
- d. golf buggies; or
- e. quad bikes or motorcycles of under 51cc used within the grounds of a Residence listed in Your Policy Schedule;

unless being used for racing or time trials.

## **XIII. Nuclear Hazard**

We do not cover Personal Injury or Property Damage caused directly or indirectly by Nuclear Hazard, radiation, or radioactive contamination, regardless of how it was caused.

## **XIV. Professional Services**

We do not cover Personal Injury or Property Damage arising out of an Insured Person's performance or failure to perform professional services for which any Insured Person is legally responsible or licensed.

## **XV. Sexual Molestation or Corporal Punishment**

We do not cover Personal Injury arising out of any actual, alleged or threatened:

- a. sexual molestation, misconduct or harassment;
- b. corporal punishment; or
- c. sexual, physical or mental abuse.

## **XVI. Swimming Pools**

We do not cover any claims arising out of or in connection with Your failure or the failure of an Insured Person to comply with local Council, State or Commonwealth laws concerning the installation or maintenance of swimming pool fencing.

**XVII. Transmittable Diseases**

We do not cover Personal Injury resulting directly or indirectly from any illness, sickness or disease transmitted intentionally or unintentionally by an Insured Person to anyone. We do not cover any Damages for any threat of exposure or any consequences resulting from that illness, sickness, or disease.

**XVIII. War**

We do not cover Personal Injury or Property Damage caused directly or indirectly by war, including the following and any consequence of the following:

- a. undeclared war, civil war, insurrection, rebellion or revolution;
- b. warlike acts by a military force or military personnel; or
- c. the destruction, seizure or use of property for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

**XIX. Watercraft**

We do not cover Personal Injury or Property Damage arising out of the ownership, possession, maintenance, use, operation, transportation, loading, unloading or towing of any Watercraft that is eight (8) metres or more in length or fifty (50) or more horsepower and which is owned by You or an Insured Person or lent or rented to You or an Insured Person for longer than thirty (30) days.

**XX. Wind Powered Land Vehicles**

We do not cover Personal Injury or Property Damage arising out of the ownership, maintenance, use, loading or unloading of any wind powered land vehicle.

**XXI. Workers Compensation**

We do not cover any damages or compensation an Insured Person is legally obligated to pay under Workers Compensation, disability benefits or other similar laws. This exclusion does not apply to covered losses under the Workers Compensation coverage of this Section.

**XXII. Wrongful Termination**

We do not cover Personal Injury arising out of wrongful termination of employment.

## SECTION VI – Personal Safeguard

### 1. Basis of Cover

This Section of Your Policy covers You or a Family Member for losses as defined under this Section following a covered Traumatic Loss, anywhere in the world except those places listed on the Australian Government's travel advisory and consular assistance service as places and destinations that You or a Family Member:

- a. should not travel to; or
- b. should reconsider travelling to,

unless stated otherwise in Your Policy or any exclusion applies.

The Australian Government's travel advisory and consular assistance service is available online at [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au).

### 2. Payment of a Loss

#### Expenses

We will pay You or a Family Member for Expenses incurred as a result of a Traumatic Loss up to the limits of liability shown below for each covered benefit. We will not pay more than the limit of liability shown for each covered benefit, regardless of how many policies, people or types of Traumatic Losses are involved in a Loss Event.

In the event of a Loss Event involving more than one Traumatic Loss, We will only pay a benefit under one covered Traumatic Loss. We will pay the benefit under the covered Traumatic Loss that is more favourable to You or a Family Member.

In this Section, **Expenses** mean the reasonable and necessary costs of the following:

- I. The reasonable and necessary fees and costs You or a Family Member incur up to 12 months following a Traumatic Loss for the following:
  - a. a professional independent forensic analyst;
  - b. a professional public relations consultant;
  - c. a qualified interpreter;
  - d. an independent professional security consultant; or
  - e. an independent professional negotiator.

We will pay up to \$100,000 in total for each Loss Event.

- II. Travel, accommodation and meal expenses incurred by You or a Family Member including but not limited to travel costs while attempting to resolve a Traumatic Loss for the following:
  - a. in the event of a Kidnapping or Child Abduction, the costs to rejoin immediate family upon release;
  - b. the costs to evacuate following a Traumatic Loss; and
  - c. in the event of a Home Invasion or Stalking threat, the costs to temporarily relocate Your household.

We will pay up to \$25,000 in total for each Loss Event.

- III. Expenses for rest, counselling and rehabilitation for You or a Family Member, as prescribed by a Physician, psychologist or other authorised mental health professional not related to You, a Family Member or a Covered Relative when incurred within 12 months of the Traumatic Loss. This includes any related travel, accommodation and meal expenses.

This cover extends to the following:

- a. Your chauffeur in the event of a Car Jacking, up to a limit of \$10,000;
- b. Your Guest in the event of a Home Invasion; and
- c. a Covered Relative in the event of a Car Jacking, Child Abduction or Kidnapping.

We will pay up to \$50,000 in total for each Loss Event.

- IV. The increased costs of security due to a Traumatic Loss including but not limited to changing locks, improving alarm systems, the hiring of additional security guards, hiring of armoured vehicles and overtime paid to existing security staff for a period of 90 days.

We will pay up to \$25,000 in total for each Loss Event. In addition, with Our prior approval, We will pay up to \$5,000 to improve the security of Your Residence, Your Motorised Land Vehicle or Your Watercraft to prevent a future Traumatic Loss.

- V. Loss of Income for You or a Family Member during the 60 days following a Loss Event.  
We will pay up to \$50,000 for each person up to a maximum of \$75,000 in total for each Loss Event. No coverage is provided if immediately prior to a Traumatic Loss the person was receiving disability or unemployment compensation or was on personal or medical leave.
- VI. The amount paid as a reward by You or Us to an Informant for information:
- relevant to the resolution of a Traumatic Loss;
  - which leads to the recovery of You, a Family Member or a Covered Child; or
  - which leads to an arrest and conviction of parties responsible for the loss covered under this Section.
- We will pay the reward amount up to \$25,000 in total for each Loss Event.

Notwithstanding any of the above, We will not pay any expenses for a professional service for which You, a Family Member, a Covered Relative, Your Guest or Your chauffeur is entitled to receive a Medicare benefit in Australia. Nor will We pay any expenses which We are prohibited from paying under Section 67 of the National Health Act 1953.

### 3. Specific Definitions

The following words have the same meaning used throughout this Section. Should any conflict arise between any definition in the General Definitions Section and this Section, the definitions in this Section will prevail, but only to this Section of Your Policy.

**Accidental Death** means the death of You, a Family Member, a Covered Relative or a Covered Child as a result of an Accident during a Traumatic Loss and includes:

- clinical death, as determined by a Physician or a local governing medical authority; or
- the absence of communication from You, a Family Member, a Covered Relative or a Covered Child for a period of two years after a covered Traumatic Loss.

**Beneficiary** means the estate of the deceased person We will pay in the event You, a Family Member, a Covered Relative or a Covered Child suffers Accidental Death.

**Car Jacking** means the unlawful forced removal or detention of You or a Family Member operating or occupying any Motorised Land Vehicle during the theft or attempted theft of that vehicle. A Covered Relative is covered if holding a required drivers licence and operating the vehicle with Your permission. A chauffeur is covered if driving You or a Family Member.

**Child Abduction** means the wrongful and illegal seizure, false imprisonment of a Covered Child by someone other than a Parent or legal guardian, or an agent of either, where there is no demand for the ransom monies during the Policy Period.

**Covered Child** means Your, a Family Member's or a Covered Relative's child under the age of 13 in the care of You or a Family Member.

**Guest** means:

- any regular domestic employee at Your Residence(s) listed in Your Policy Schedule; or
- any other person invited as a guest of You or a Family Member to Your Residence(s) listed in Your Policy Schedule or Temporary Residence.

**Guest** does not include individuals:

- who live with You or a Family Member irrespective of whether they are related to You or a Family Member or not;
- who shares the cost of lodging in a Temporary Residence; or
- who are unknown to You or a Family Member and had been coincidentally invited by someone else.

**Hijacking** means the holding under duress for any reason other than Kidnapping of You or a Family Member while travelling in an Aircraft, Watercraft or Motorised Land Vehicle.

**Home Invasion** means an unlawful act of violence or threat of violence to You, a Family Member or Your Guest by a person who unlawfully enters Your Residence or Temporary Residence, while You, a Family Member or Your Guest are present.

**Income** means:

- a. where You or a Family Member receive a salary, 60% of the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
- b. where You or a Family Member receive a TEC (Total Employment Cost) package or salary package, 60% of the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances) before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
- c. where You or a Family Member is self-employed, 60% of the average gross weekly income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income; derived during the 12 calendar month period immediately preceding the Traumatic Loss giving rise to the claim under the policy.

**Informant** means a person, other than You, a Family Member or Covered Relative providing information not otherwise obtainable, solely in return for a reward offered by You or Us.

**Kidnapping** means any event or connected series of events of seizing, detaining or carrying away by force or by fraud of You, a Family Member or Covered Relative if visiting or travelling with You or a Family Member (except a minor by his/her Parent(s)) for the purpose of demanding money or other consideration in exchange for their release.

**Loss Event** means an incident involving one or more Traumatic Losses.

**Motorhome** means a caravan or a vehicle with purpose built sleeping quarters for at least three (3) people.

**Mutilation** means complete severance of an entire ear, finger, nose, toe or genital organ.

**Parent** means the natural and legal parents, step-parents, legal guardian or foster parent of Your child.

**Permanent Total Disability** means disablement as the direct result of a Traumatic Loss, which:

- a. continues for a period of 12 consecutive months; and
- b. is confirmed as total, continuous and permanent by a Physician 12 consecutive months after the Traumatic Loss; and
- c. entirely prevents the Insured Person from engaging in or giving attention to gainful occupation of any and every kind for the remainder of the Insured Person's life.

**Stalking** means an act or acts committed with the intent to damage property owned by You or a Family Member, or to harass, injure or harm You or a Family Member. The person committing the act is the subject of a court order or injunction issued to protect You or a Family Member. Stalking committed by a person under a court order or injunction will constitute one Traumatic Loss regardless of the number of acts or incidents of Stalking or the period of time over which the Stalking takes place.

**Temporary Residence** means the following that You, a Family Member, a Covered Relative or Guest are occupying or have been invited to visit:

- a. a dwelling not owned by You;
- b. Your room(s) in a hotel, motel, inn, villa, spa, resort, hostel or dormitory; or
- c. Your room(s) in a commercial ocean liner or other Watercraft; or
- d. a Motorhome.

**Traumatic Loss** means any of the following: Kidnapping, Child Abduction, Stalking, Home Invasion, Car Jacking or Hijacking.

**Watercraft** means a watercraft with sleeping quarters for at least three (3) people.

#### 4. Additional Covers

##### Accidental Death and Dismemberment Benefit

We will pay the benefits shown in the Table of Benefits below to any Insured Person who suffers from Accidental Death, Permanent Total Disability, Accidental Loss or Mutilation as the direct result of a covered Traumatic Loss.

When more than one injury arises from one covered Traumatic Loss, the benefits will be added together but shall not exceed the amount of the Accidental Death benefit.

Where the victims of Accidental Death are children under the age of twenty three (23), the amount of the benefit payable is limited to \$10,000.

The Accidental Death benefit will be paid to the Beneficiary. Any other benefits will be paid to the Insured Person who has suffered injury as a result of a covered Traumatic Loss.

If more than one Insured Person suffers an injury (including Accidental Death) in the same covered Traumatic Loss, We will not pay more than \$50,000, which sum will be divided proportionately based on the amount of each benefit as shown in the Table of Benefits.

##### Table of Benefits

Description of injury	Amount
1. Accidental Death	\$50,000
2. Permanent Total Disability	\$50,000
3. Accidental Loss of both eyes	\$50,000
4. Accidental Loss of speech and hearing	\$50,000
5. Accidental Loss of speech and loss of one hand	\$50,000
6. Accidental Loss of speech and loss of one foot	\$50,000
7. Accidental Loss of speech and loss of one eye	\$50,000
8. Accidental Loss of both hands or both feet	\$50,000
9. Accidental Loss of one hand and one foot	\$50,000
10. Accidental Loss of one hand and one eye	\$50,000
11. Accidental Loss of one foot and one eye	\$50,000
12. Accidental Loss of speech	\$25,000
13. Accidental Loss of hearing	\$25,000
14. Accidental Loss of one foot	\$25,000
15. Accidental Loss of one hand	\$25,000
16. Accidental Loss of one eye	\$25,000
17. Accidental Loss of thumb and index finger	\$12,500
18. Mutilation	\$12,500

#### 5. Specific Exclusions

The following exclusions apply to this Section of Your Policy:

##### I. Acts of Certain Persons

- a. We will not pay any benefit arising from a loss caused by an Insured Person, a relative of an Insured Person, an estranged or former spouse of an Insured Person, a domestic or former domestic partner (whether de facto or otherwise) of an Insured Person or any person acting on their behalf, whether alone or in collusion.
- b. We will not pay any benefit for Hijacking if the Hijacking is caused by any person accompanying You or a Family Member whilst travelling.
- c. We will not pay any benefit for Car Jacking if the Car Jacking is caused by a person known to You, a Family Member, a Covered Relative or Your chauffeur.



## **II. Children in Your Care**

We do not cover Accidental Death and Dismemberment loss for children in the care of You or a Family Member when:

- a. You or a Family Member are participating in any organised activity; or
- b. You or a Family Member are providing this care as a home day care provider in Your Residence(s) listed in Your Policy Schedule and You or a Family Member earns annual gross revenues in excess of \$5,000 as a home day care provider.

We do cover Your children or the children of a Family Member.

## **III. Confiscation**

We do not cover any loss or damage caused by the destruction, confiscation or seizure of any property by any government or public authority.

## **IV. Dishonest or Intentional Acts**

We do not cover any loss or damage as a direct or indirect result of:

- a. a dishonest or criminal act committed by, or at the direction of, You or any other Insured Person; or
- b. an intentional or deliberate act, committed by, or at the direction of, You or any other Insured Person, unless the act is committed for the purpose of preventing Personal Injury or Property Damage.

## **V. False Report**

We will not pay any benefit arising from any false reports by You or a Family Member or any person acting on behalf of an Insured Person under this Section, whether acting alone or in collusion with others.

## **VI. Legal Counsel**

We will not pay any legal fees or expenses incurred by an Insured Person.

## **VII. Ransom**

We do not cover ransom monies.

## **VIII. Loss of Salary**

If You or a Family Member received any benefits (for example, but not limited to, workers' compensation insurance, unemployment benefit, salary and wage continuation or pension) prior to a loss under this Section, We will not pay any such benefits following a loss under this Section.

## **IX. Suicide or Intentional Dismemberment**

We will not pay any benefits as the result of suicide, attempted suicide, threatened suicide or an intentional self-inflicted injury.

## **X. Vehicles used for a Fee**

We will not pay any benefit if an Insured Person owns or operates a Motorised Land Vehicle or Watercraft while it is being used to carry people or property for a fee.

## SECTION VII – General Terms and Conditions

The following terms and conditions apply to all Sections of Your Policy:

### 1. **Alterations, Additions or Renovations**

It is a condition of this Policy that You advise Us of any alterations, additions or renovations to Your Home or Other Structures located at Your Residence that will cost over \$200,000 or will cost more than 10% of the Sum Insured for Your House, whichever is the lesser. You have an obligation to advise Us of these matters both at the beginning and completion of the alterations, additions or renovations. We may adjust the terms based on the information You provide. Failure to notify Us, or supplying Us with insufficient or incorrect details may result in Us reducing or refusing to pay a claim.

### 2. **Assignment**

No one covered under this Policy may assign or transfer any right or interest in regard to the Policy without Our prior written consent.

### 3. **Bankruptcy or Death**

The Insured Person's bankruptcy or insolvency shall not relieve Us of any of Our obligations. Further, if the Insured Person dies or becomes bankrupt or insolvent during the Policy Period, this Policy, unless cancelled, will cover the Insured Person's legal representative for the remainder of the Policy Period, unless an exclusion applies under the Policy.

### 4. **Changes**

If We are advised by You of any change in circumstance which will affect this insurance, We reserve the right to amend any of the terms or conditions of this insurance following at least 30 days notice to You by Us.

No change or modification of this Policy shall be effective except when made by written endorsement signed by Us.

### 5. **Duplicate Cover**

If You have a loss that is covered under more than one Section of Your Policy, We will only pay You under the Section that provides You the most coverage. However, if the Private Collections unspecified cover and the Contents cover are shown in Your Policy Schedule, and a loss is covered under both Sections, Your cover will be the total of both the Private Collections unspecified limit and the Contents limit, subject at all times to the Special Limits for contents and the policy terms, conditions and exclusions.

### 6. **Construction, Severability and Conformance to Statute**

If any provision contained in this Policy is for any reason held to be invalid, illegal, unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this Policy.

If any provision contained in this Policy is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.

Any provisions of this Policy which are in conflict with the statutes or regulations of the State or Commonwealth, are hereby amended to conform to such statutes or regulations.

### 7. **Insurable Interest**

We will not pay for any loss if You or an Insured Person has no insurable interest at the time of the loss.

We will only pay Your proportion of a valid claim if there are two or more people with an insurable interest including You.

### 8. **Law**

Any interpretation of this Policy or issue relating to its construction, validity or operation shall be made in accordance with the laws of the Commonwealth of Australia and the Australian State or Australian Territory in which the policy is issued. Except as otherwise provided herein, the parties will submit to the exclusive jurisdiction of the Australian Courts.

### 9. **Liberalisation**

If We broaden the cover provided by Your Policy without an additional premium charge, the changes will automatically apply to Your Policy as of the effective date on which the changes are adopted.

## 10. Mortgagee or Loss Payee

If a mortgagee or loss payee is named in Your Policy Schedule, We will pay any claims to them and You subject to the order of precedence of each mortgagee or loss payee. If Your claim is denied to You, the denial will not apply to the mortgagee or loss payee if it is a valid claim, but only if they:

- a. Pay outstanding premium that:
  - i is due on this Policy; and
  - ii You have neglected to pay.
- b. Submit a statement of loss within sixty (60) days after receiving notification from Us of Your failure to have done so.

If We pay the mortgagee or loss payee for any loss that We have denied to You then:

- a. We have all subrogation rights of the mortgage or loss payee granted under the mortgage on Your property; or
- b. We may pay the mortgage plus any accrued interest to the mortgagee or loss payee and will then have full assignment and transfer of the mortgage and all securities held as deposits or collateral to the mortgage debt.  
However cover under this clause is available at Our absolute discretion.

If the Policy is cancelled or non-renewed by Us, We will inform the mortgagee or loss payee in writing at least three (3) days before the cancellation or non-renewal date.

## 11. Physical Examination and Autopsy

An Insured Person making a claim under any personal accident benefits of this Policy must submit to physical examinations as often as We reasonably require by Physicians of Our choice. In the event of an Accidental Death, We reserve the right to have an autopsy completed by a Physician We select, unless prohibited by law. Any examination or autopsy that We require will be completed at Our expense.

## 12. Policy Period

All covers in this Policy apply only to Occurrences or Loss Events that take place while this Policy is in force, commencing and ending at 4.00 p.m. on the first and last day of the Policy Period stated in Your Policy Schedule.

## 13. Recovery

In the event of any payment under this Policy, We shall be subrogated to the extent of such payment to all of Your or an Insured Person's rights of recovery in respect of the payment. You or an Insured Person (as required) shall execute all papers required and shall do everything necessary to secure any rights, including the execution of any documents necessary to enable Us effectively to bring suit in the name of You or an Insured Person whether such acts shall be or become necessary before or after payment by Us.

## 14. Sum Insured Adequacy

You must keep the sums insured at a level which represents the full value of the property.

Full value should represent:

- a. for the House and Other Structures – the full rebuilding cost including professional fees;
- b. for Contents and personal possessions – the replacement cost as new; and
- c. for Fine Arts and antiques, valuables, precious metals – the current Market Value.

## 15. Sanctions

If, by virtue of any law or regulation which is applicable to Us, our parent company or its ultimate controlling entity, at the inception of this Policy or at any time thereafter, providing coverage to the Insured Person is or would be unlawful because it breaches an applicable embargo or sanction, We shall provide no coverage and have no liability whatsoever nor provide any defense to any Insured Person or make any payment of defense costs or provide any form of security on behalf of any Insured Person, to the extent that it would be in breach of such embargo or sanction.

## 16. Your Duties After a Loss

In the event of an Occurrence or Loss Event which is likely to involve this Policy, or if You or any other Insured Person under this Policy is sued in connection with an Occurrence or Loss Event which may be covered under this Policy, You or an Insured Person (where applicable) must:

- a. give prompt notice to Us or Your intermediary;
- b. notify the local Police if loss or damage is caused by theft or attempted theft, accidental loss, malicious persons and vandals, and keep a note of any reference number given to You;
- c. notify the credit card, bank card or card issuing company in case of loss under credit card cover;
- d. protect the property from further damage. If repairs to the property are required, You must:
  - i. make reasonable and necessary repairs to protect the property; and
  - ii. keep an accurate record of all repair expenses;
- e. provide Us with bills, receipts and related documents;
- f. as often as We reasonably require:
  - i. make available to Us the damaged property for inspection;
  - ii. provide Us with records and documents We request;
  - iii. submit to separate examination; and
  - iv. agree to an interview;
- g. provide Us with the names and addresses of any known persons injured and any available witnesses;
- h. provide Us with any legal documents and other documents which will help Us defend any Insured Person;
- i. assist and co-operate with Us in the conduct of the defence by helping Us:
  - i. to make settlement;
  - ii. to enforce any right of contribution or indemnity against any person or organisation who may be liable to an Insured Person;
  - iii. to attend hearings and trials; and
  - iv. to secure and give evidence and obtain the attendance of witnesses;
- j. co-operate with Us to establish all available information in connection with the claim. You will also be expected, at Our request, to produce:
  - i. the full particulars of the claim in writing, and
  - ii. any records or documentation pertaining to the claim, and which We are permitted to make copies of; and
- k.
  - i. not make any admission of liability;
  - ii. not take any action which may be construed as an admission of liability;
  - iii. not repudiate or settle any claims without Our written consent;
  - iv. not waive any rights of recovery without Our prior written consent; or
  - v. not disclose the existence of this Policy to any person who may have a claim against You or an Insured Person.









#### Contact

[pcgquery.australasia@aig.com](mailto:pcgquery.australasia@aig.com)

[pcgclaims.australasia@aig.com](mailto:pcgclaims.australasia@aig.com)

#### Head Office

##### **Sydney**

Level 19, 2 Park Street Sydney NSW 2000

GPO Box 9933 Sydney NSW 2001

##### **Melbourne**

GPO Box 9933 Melbourne VIC 3001

##### **Brisbane**

GPO Box 9933 Brisbane QLD 4001

##### **Perth**

GPO Box 9933 Perth WA 6848

#### **Australia wide**

T 1300 030 886

F 1300 634 940

#### **International**

T +61 3 9522 4000

F +61 3 9522 4645



AIG is a world leading property-casualty and general insurance organisation serving more than 45 million clients in over 160 countries and jurisdictions. With a 90-year global history, one of the industry's most extensive ranges of products and services, deep claims expertise and excellent financial strength, AIG enables its commercial and personal insurance clients alike to manage risks with confidence. For additional information, please visit our website at [www.aig.com.au](http://www.aig.com.au)  
This insurance is issued by AIG Australia Limited (AIG) ABN 93 004 727 753 AFS Licence 381686. Copyright 2015.  
JM 11/00067.3