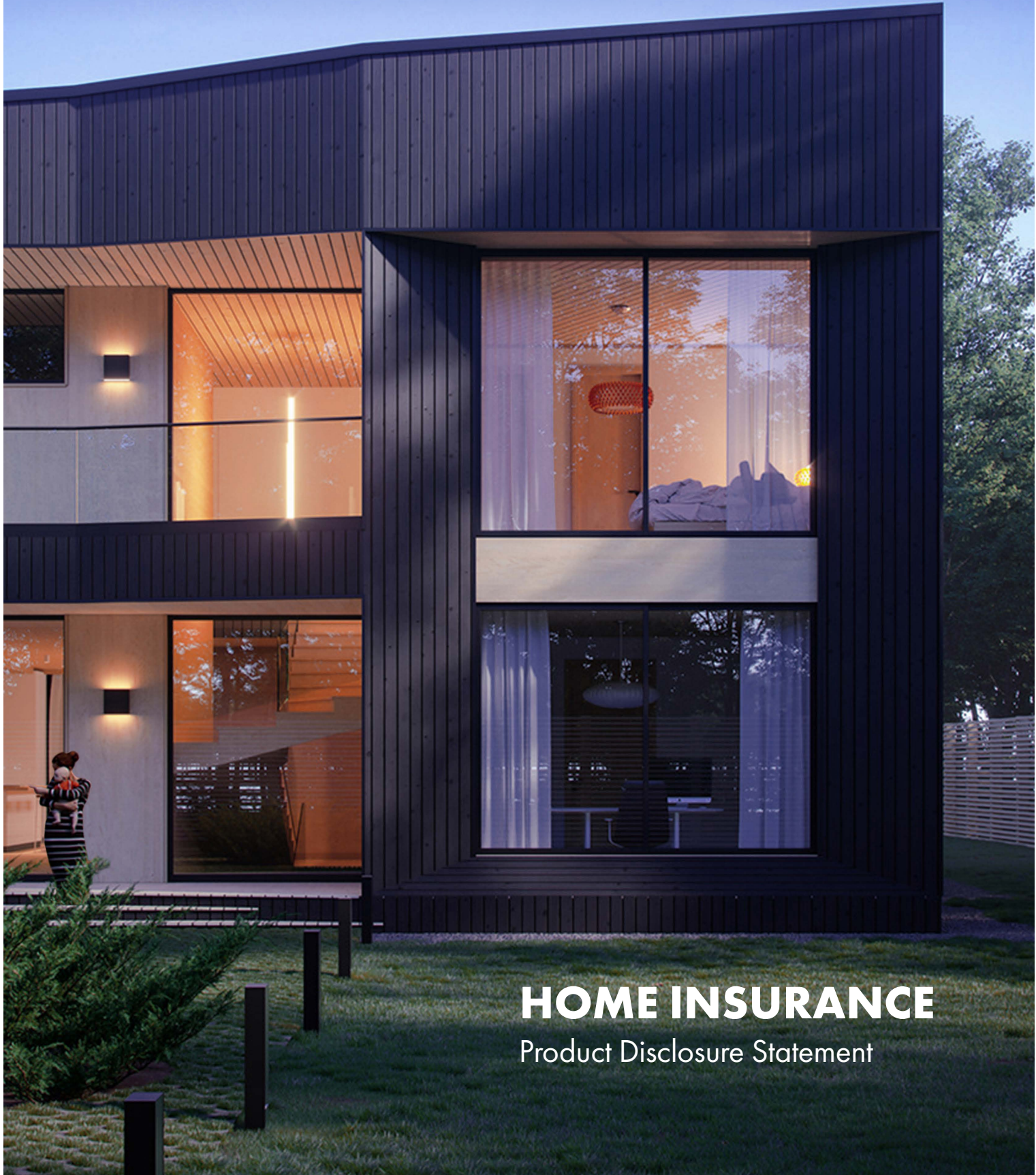




Private Client Group



# HOME INSURANCE

Product Disclosure Statement

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# Product Disclosure Statement

## Introduction

This Home Insurance is issued/insured by AIG Australia Limited ABN 93 004 727 753 AFSL 381686 (**AIG Australia**, and also **We, Our, and Us**).

This Product Disclosure Statement (**PDS**) was prepared by AIG Australia on 1 November 2019.

## About AIG Australia

AIG Australia is an Australian general insurer and subsidiary of American International Group, Inc (**AIG**). AIG is a leading global insurance organisation. Building on 100 years of experience, today AIG member companies provide a wide range of property casualty insurance, life insurance, retirement solutions, and other financial services to customers in more than 80 countries and jurisdictions. These diverse offerings include products and services that help businesses and individuals protect their assets, manage risks and provide for retirement security. AIG common stock is listed on the New York Stock Exchange.

Additional information about AIG can be found at [www.aig.com](http://www.aig.com) | YouTube: [www.youtube.com/aig](http://www.youtube.com/aig) | Twitter: [@AIGinsurance](https://twitter.com/AIGinsurance) [www.twitter.com/AIGinsurance](http://www.twitter.com/AIGinsurance) | LinkedIn: [www.linkedin.com/company/aig](http://www.linkedin.com/company/aig). These references with additional information about AIG have been provided as a convenience, and the information contained on such websites is not incorporated by reference into this PDS.

Our contact details are:

Level 12, 717 Bourke Street, Docklands Vic 3008

Telephone: 1300 030 886

## About this Product Disclosure Statement

This PDS contains information about significant benefits and features of this product and the Policy Wording. The purpose of the PDS is to assist Your purchasing decision and ability to compare this product with other insurance. This PDS also contains important information about Your rights and obligations including the duty of disclosure and the cooling off period. The terms and conditions of the insurance are contained in the Policy.

'AIG' and 'CyberEdge' are registered trademarks of AIG. 'CyberScout' is a registered trade mark of CyberScout, LLC.

## Significant Benefits and Features

The Policy has five Sections of cover as follows:

- **Section I House & Contents**
- **Section II Private Collections**
- **Section III Personal Liability**
- **Section IV Family SafeGuard**
- **Section V Family CyberEdge.**

The significant benefits and features of each of these Sections are explained below.

Generally, when You choose to insure House & Contents, cover under these Sections is also included: Personal Liability, Family SafeGuard and Family CyberEdge.

However, You may select Private Collections as an optional additional cover.

You should carefully read each Section 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.

# Section I – House & Contents

## House

Under this Section 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 this Section, 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 are:

Additional Covers – House	Limit of liability
Stabilisation of land under House and Other Structures	10% of covered loss amount to House or Other Structure
Other Structures	25% of Sum Insured for Your House

## Contents

Under this Section You can insure Your Contents for physical loss or Property Damage occurring anywhere in the world (subject to the sanctions condition) up to the Sum Insured shown in Your Policy Schedule. If the payment basis is Replacement Cost Plus, We will pay up to 125% of the Contents Sum Insured, or an additional \$250,000 in addition to the Sum Insured, whichever is lesser. There are also Special Limits of Liability for categories of Contents which are set out in this Policy on page 18.

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

### Automatically included benefits

When You select to insure Your Contents, 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 are:

Additional Covers – Contents	Limit of liability
Alterations & Additions to Your Unit	25% of the Sum Insured for Your Contents
Food Spoilage	Included in Sum Insured for Your Contents \$10,000 limit for Wine
Items in the Care of Parents	\$20,000
Domestic Employees' Effects	No sub-limit
Cover for Residence not listed in Policy Schedule	10% of Sum Insured for Your Contents
Cover for Loss occurring in Common Area	\$50,000

## House and/or Contents

### Automatically included benefits

When You choose to insure Your House or Your Contents or both, additional automatic covers are available. 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/or Your Contents and are:

<b>Additional Covers – House &amp; Contents</b>	<b>Limit of liability</b>
Alternative Accommodation	Costs of reasonable increase in living expenses
Alternative Accommodation for Your Pets	\$30,000
Arson Reward	\$5,000
Business Equipment	\$50,000 or \$75,000 for a Medical Practitioner
Construction Materials	10% of Sum Insured for Your House or 25% of Sum Insured for Your Contents or \$200,000
Costs to Discharge a Mortgage	\$5,000 for reasonable legal costs
Debris Removal	Reasonable necessary costs
Electronic Data Restoration	\$10,000
Emergency Access to Residence	\$2,500
Emergency Clothing & Essential Purchases	\$5,000
Emergency Preventative Measures	\$10,000
Fire Department Charges	\$5,000
Forced Evacuation	Reasonable increase in living expenses for 90 days
Forced Evacuation for Pets	\$2,500
Garden & Landscaping	5% of Sum Insured for Your House or 10% of Sum Insured for Your Contents up to \$10,000 per item
Lock Replacement	Unlimited for House locks; \$5,000 for car unlocking devices
Loss of Rent	For the reasonable time required to restore Your Residence
Misappropriation of Funds	\$25,000
Modification of Lifestyle Costs	\$50,000
Mould Rectification Costs	\$25,000
Permanent Disability of Domestic Worker	\$25,000
Precautionary Repairs	Included in Sum Insured for Your House and Your Contents
Rebuilding for Compliance	Necessary costs
Trace & Access	Removal & replacement costs
Tree Removal	\$5,000 per Occurrence



## Section II – Private Collections

Under this Section You can choose to insure Your Private Collections for physical loss or Property Damage occurring anywhere in the world (subject to the sanctions condition) up to the Sums Insured as shown in Your Policy Schedule.

Where there is a total loss to an item specified in Your Policy Schedule, this Section 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 Section 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 You have cover for unspecified items, this Section insures You for the cost to replace or repair the unspecified item.

### Automatically included benefits

When You choose to insure Your Private Collections, 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 are:

Additional Covers – Private Collections	Limit of liability
Defective Title	\$100,000 or 50% of the category Sum Insured, whichever is lesser
Incomplete Fine Arts	\$200,000
Market Appreciation for Items in Your Policy Schedule	150% of specified cover up to a maximum increase of \$200,000
Newly Acquired Private Collections Items	25% of Sum Insured for item category in Your Policy Schedule

## Section III – Personal Liability

This Section provides cover for You and any Insured Person for Damages that 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 (subject to the sanctions condition).

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

This Section 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.

### Additional Covers

There are automatic covers provided in this Section which operate in addition to the Sum Insured shown in Your Policy Schedule unless stated otherwise in the Policy. These additional automatic covers are:

<b>Additional Covers – Personal Liability</b>	<b>Limit of liability</b>
Credit Cards, Forgery & Counterfeiting	\$30,000
Golf Exposures – Third Party Property Damage	No sub-limit
Golf Exposures – Personal Accident	\$25,000 per Occurrence
Golf Exposures – Hole in One	\$1,000
Reversal of Damages	Maximum \$50,000 per year for 3 years

There are also optional additional covers that apply if indicated in Your Policy Schedule. These optional covers are:

<b>Optional Covers – Personal Liability</b>	<b>Limit of liability</b>
Domestic Workers' Compensation (Western Australia, Tasmania or the Australia Capital Territory only)	As per relevant State or Territory legislation
Roads and Maritime Services Lease (New South Wales only)	Up to \$20,000,000 depending on lease

The Domestic Workers' Compensation optional additional cover is insured by Allianz Australia Insurance Limited (ABN 15 000 122 850). The cover does not apply to workers who are working for You in Your own Business, trade, or profession and for any State or Territory other than as indicated in Your Policy Schedule.

A copy of the relevant terms and conditions as issued by Allianz Australia Insurance Limited is available by contacting AIG on 1300 030 886 or Your insurance intermediary.

## Section IV – Family SafeGuard

Under this Section You and Your Family Members can be covered 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 (other than as explained under Covered Countries below).

A Traumatic Loss means Act of Terrorism, Air Rage, Assault, Car Jacking, Child Abduction, Detention, Disappearance, Extortion, Hijacking, Kidnapping, Road Rage, Stalking Event or Threat. Each of these losses is defined in the Section.

The table below summarises the expenses that are covered under this Section:

Coverage – Family SafeGuard	Limit of liability
Crisis Consultants	No Limit
Disappearance Investigation Expenses	\$100,000
Loss of Income	\$50,000 for each person, up to a maximum of \$75,000
Medical Fees	\$50,000
Professional Services	\$10,000
Ransom	\$100,000
Reward	\$25,000
Security Costs	\$25,000
Threat Expenses	\$100,000
Travel, Accommodation & Meal Expenses	\$100,000

### Automatically included benefits

Family SafeGuard has automatic covers 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. The benefit payable ranges from \$12,500 to \$50,000 depending on the nature of the injury. A benefit will also be payable to the Beneficiary of an Insured Person in the event of Accidental Death of an Insured Person.

### Covered Countries

Cover under this Section is subject to the Traumatic Loss occurring anywhere in the world except:

- a. Afghanistan, Egypt, Iraq, Libya, Mali, Nigeria, Pakistan, Somalia, Syria, Venezuela and Yemen;
- b. anywhere else in the world listed on the Australian Government's travel advisory and consular assistance service (currently at [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au)) as places and destinations that You or a Family Member:
  - i. should not travel to; or
  - ii. should reconsider travelling to; and/or
- c. anywhere excluded by the Sanctions exclusion in the **General Terms and Conditions**.



## Section V – Family CyberEdge

Under this Section You and Your Family Members can be covered for expenses arising from these cyber related events: Cyberbullying, Cyber Extortion, Data restoration, reputation management and Identity Fraud. Each of these losses is defined in the Section. In addition, this Section provides You with access to identity theft and cyber resolution services and other tools to manage Your cyber exposure and activity.

There are two levels of coverage available, *Premium* and *Ultimate*. All policyholders are automatically provided with *Premium* coverage. You may choose to extend Your cover under this Section by selecting *Ultimate* coverage at extra cost.

The table below summarises the expenses that are covered under this Section:

Coverage – Family CyberEdge	Limit of liability	
	Premium level	Ultimate level
Cyberbullying Expenses	\$20,000	\$50,000
Cyber Extortion Expenses	\$20,000	\$50,000
Data Restoration Expenses *an Excess of \$250 applies	\$20,000	\$50,000
Reputation Management Expenses	Not Included	\$50,000
Identity Fraud Expenses	\$50,000	\$50,000

The table below summarises the additional benefits that are provided under this Section:

Additional Benefits – Family CyberEdge	Premium level	Ultimate level
Identity Theft & Cyber Resolution Services	Included	Included
Data Back Up & Recovery Software	Included	Included
Credit & Dark Web Monitoring	Not Included	Included

CyberScout, LLC is our dedicated cyber incident response supplier. CyberScout will provide access to experts who will act on Your behalf to resolve cyber incidents, manage event resolution and manage events giving rise to claims under this Section of Your Policy as well as assist You in submitting claims under this Section.

# 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 Policy.

Please refer to the Policy Wording for the **General Terms and Conditions** that apply to cover under the Policy.

This Policy contains a **General Definitions** Section. 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 Section of this Policy as follows:

- **Section I House & Contents** exclusions are listed on pages 25-27.
- **Section II Private Collections** exclusions are listed on pages 29-31.
- **Section III Personal Liability** exclusions are listed on pages 33-35.
- **Section IV Family SafeGuard** exclusions are listed on pages 41-42.
- **Section V Family CyberEdge** exclusions are listed on pages 48-49.

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.

Please note in particular the following terms of the Policy:

- Under **Section III Personal Liability**, We do not cover liability for loss arising from contractual agreements, unless liability would have existed without the contract.
- You must advise Us 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, additions or renovations to Your House or Home which cost \$200,000 or more and any newly acquired items.
- The Policy provides no cover to the extent it would be in breach of applicable embargo or sanctions law or regulation.
- This Policy automatically provides cover for Flood. However Your Policy does not provide any cover for Flood when Your Policy Schedule shows that Flood has been excluded.

## 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.

### Your duty of disclosure for renewals

Before You renew this contract of insurance, 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.

Also, We may give You a copy of anything You have previously told Us and ask You to tell Us if it has changed. If We do this, You must tell Us about any change or tell Us that there is no change.

If You do not tell Us about a change to something You have previously told us, You will be taken to have told Us that there is no change.

You have this duty until We agree to renew the contract.

### 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.

## 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 emergency or 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 Section will be shown in Your Policy Schedule, unless another Excess is payable as noted in the Policy wording. The Excess is negotiated at the time of underwriting.

The minimum Excess payable under **Section I House & Contents** will be \$1,000. The Excess will apply to Additional Covers under **Section I House & Contents** unless the Policy states otherwise. These Excesses and Excess waivers also apply:

- a Vacant House Excess of 5% of the Sum Insured; and
- a Large Loss Excess Waiver for a loss over \$50,000 (does not apply to the Vacant House Excess).

There may be an Excess under **Section II Private Collections** subject to Your claims history and the nature and value of the Private Collections items.

No Excess will apply under **Section III Personal Liability** or **Section IV Family SafeGuard**. No Excess will apply under **Section V Family CyberEdge**, except for claims for Data Restoration Expenses which will incur an Excess of \$250.

**Cancellation Costs:** If You cancel Your Policy after the Cooling Off Period, We will refund the proportion of Your premium for the unused Policy Period. 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.

### Special Cancellation Terms for Section V Family CyberEdge

If You cancel Your Policy:

- within the Cooling Off period and You have activated the additional benefits offered under Section V Family CyberEdge; or
- after the Cooling Off Period, regardless of whether You have or have not activated the additional benefits offered under Section V Family CyberEdge, We will not refund the proportion of premium that applies to those additional benefits.

## 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 or activate the additional benefits offered under **Section V Family CyberEdge** before the 21 day Cooling Off Period has expired.

## 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;
- improve customer service and products and carry out research and analysis, including data analysis; and
- advise You of Our 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:

- Your or Our Agents, 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;
- Your or Our Agents, 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, Canada, Bermuda, United Kingdom, Ireland, Belgium, The Netherlands, Germany, France, 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 welcome every opportunity to resolve any concerns You may have with Our products or service. You can register a complaint by telephoning Us on 1800 339 669, lodging Your complaint on Our website or by writing to:

The Compliance Manager  
AIG Australia Limited  
Level 12, 717 Bourke Street,  
Docklands VIC 3008

As soon as We receive Your complaint We will take all possible steps to resolve it. You will receive a written response to Your complaint within 15 working days, unless We agree on a longer time frame with You.

If You are not satisfied with Our response to Your complaint, You may wish to have the matter reviewed by Our Internal Dispute Resolution Committee (IDRC). The IDRC is comprised of senior management of the company who have the experience and authority to decide on matters brought to them. If You wish to have Your complaint reviewed by IDRC please telephone or write to the person who has signed the response letter to Your complaint and provide them with detailed reasons for requesting the review. This information will greatly assist the IDRC in reviewing Your claim or enquiry.

Your complaint will then be treated as a dispute. You may also make a request for a review by the IDRC by contacting:

The Chairperson IDRC  
AIG Australia Limited  
Level 12, 717 Bourke Street,  
Docklands VIC 3008

A written response setting out the final decision of the IDRC and the reasons for this decision will be provided to You within 15 working days of the date You advise Us You wish to take Your complaint to the IDRC.

If We are unable to provide a written response setting out the final decision We will keep You informed of progress at least every 10 days. If You are not satisfied with the finding of the IDRC, or if We have been unable to resolve Your complaint within 45 calendar days, You may be able to lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. AFCA can make decisions with which We are obliged to comply. Its contact details are:

Website: <http://www.afca.org.au> Email: [info@afca.org.au](mailto:info@afca.org.au)

Tel: 1800 931 678 (local call fee applies)

In writing to Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

You should note that use of AFCA does not preclude You from subsequently exercising any legal rights which You may have if You are still unhappy with the outcome. Before doing so however, We strongly recommend that You obtain independent legal advice.

If Your complaint does not fall within AFCA's rules, We will advise You to seek independent legal advice or give You information about any other external dispute resolution options (if any) that may be available to You.

## Financial Claims Scheme

The protection provided under the Federal Government's Financial Claims Scheme (**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 Australian Prudential Regulation Authority website at <https://www.fcs.gov.au>.

## In the Event of a Claim

In the event of an Occurrence or Loss Event which is likely to involve this Policy, You or an Insured Person must do some things, including in summary:

- a. give prompt notice to Us, by calling Claims on 1800 729 359 or email [pcgauclaims@aig.com](mailto:pcgauclaims@aig.com); or Your intermediary;
- b. notify the local police (where applicable);
- c. notify the credit card, bank card or card issuing company (where applicable);
- d. protect the property Damage from further damage (where applicable);
- e. make available to Us the Damaged property and provide Us with information;
- f. assist and co-operate with Us;
- g. not make any admission of liability, repudiate or settle claims, waive rights of recovery or disclose the existence of the Policy.

Please refer to the General Terms and Conditions for more information on Your duties after a loss.

**For Family SafeGuard claims please call NYA on: +1 817 826 7000**

**For Family CyberEdge claims please call CyberScout on: 1800 517 117**

## Electronic communications

We prefer to communicate with You and send correspondence (including Policy documents) to You or Your insurance intermediary or other agent You may nominate, via email and will do so unless You tell Us not to. You agree by entering into the Policy that We may use the email address provided by You or Your insurance intermediary or other agent for all communications. You are responsible for making sure You provide Us with the correct email address of You or Your nominated insurance intermediary or agent and telling Us if it changes.

# Policy Wording

## Introduction

The PDS, this Policy Wording, Your Policy Schedule and any endorsements that may be issued from time to time (**Policy**), set out the contract between You and Us. The Policy should be read as one document.

You agree to pay the premium shown in Your Policy Schedule and any endorsements, and to comply with Your responsibilities described in this Policy.

## 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.

When We say	What We mean is
<b>Accident or Accidental</b>	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.
<b>Accidental Loss</b>	when used in reference to hand, foot, thumb or index finger, 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.
<b>Accidental Loss of eye(s)</b>	the total and irrecoverable loss of sight as a result of an Accident, as determined by a Physician.
<b>Accidental Loss of hearing</b>	the permanent total loss of hearing in both ears as a result of an Accident, as determined by a Physician.
<b>Accidental Loss of speech</b>	the permanent total loss of the capability of speech as a result of an Accident, as determined by a Physician.
<b>Aircraft</b>	any device used or designed for flight, except model or hobby craft not used or designed to carry people or cargo.
<b>Business</b>	a part-time or full-time trade, occupation or profession, including farming or stud activities, other than Incidental Business.
<b>Business Equipment</b>	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.
<b>Contaminant</b>	an impurity resulting from the mixture of or contact of a substance with a foreign substance.
<b>Contents</b>	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.
<b>Covered Relative</b>	the following relatives who do not live with You: <ol style="list-style-type: none"> <li>Your children or other descendants or the children or other descendants of a spouse or partner who lives with You;</li> <li>Your parents, grandparents or other ancestors or the parents, grandparents or other ancestors of a spouse or partner who lives with You;</li> <li>Your siblings, their children or other descendants or the siblings, children or other descendants of a spouse or partner who lives with You; or</li> <li>spouses or domestic partners of the relatives referred to in a, b and c.               <ol style="list-style-type: none"> <li>Parents, grandparents or other ancestors include adoptive parents, step-parents and step-grandparents.</li> <li>Children or other descendants include adopted children, step-children and step-grandchildren.</li> <li>Siblings include step-siblings and half-siblings.</li> </ol> </li> </ol>
<b>Damages</b>	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.
<b>Depreciation</b>	a decrease in the value of any property over a period of time as a result of deterioration, use or wear and tear.
<b>Excess</b>	the amount which You must pay in the event of a claim.



<b>When We say</b>	<b>What We mean is</b>
<b>Family Member</b>	any person residing with You who is: <ul style="list-style-type: none"> <li>a. Your relative;</li> <li>b. under 23 and in Your care; or</li> <li>c. under 23 and in the care of a relative residing with You.</li> </ul>
<b>Fine Arts</b>	including, but not limited to: paintings, etchings, statues, antiques and other bona fide works of art with historical value or artistic merit.
<b>Flood</b>	the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following: <ul style="list-style-type: none"> <li>a. a lake (whether or not it has been altered or modified);</li> <li>b. river (whether or not it has been altered or modified);</li> <li>c. a creek (whether or not it has been altered or modified);</li> <li>d. another natural watercourse (whether or not it has been altered or modified);</li> <li>e. a reservoir;</li> <li>f. a canal;</li> <li>g. a dam.</li> </ul>
<b>House or Home</b>	the main dwelling, including service pipes, cables and underground tanks supplying the main dwelling at each location named in Your Policy Schedule.
<b>Incidental Business</b>	<ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul> <p>Incidental Business includes Residences listed in Your Policy Schedule that You own and rent to others.</p>
<b>Insured Person</b>	You or a Family Member; or any additional person named in Your Policy Schedule.
<b>Jewellery</b>	articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals. This also includes watches and set or unset gemstones.
<b>Landscaping</b>	Your trees, lawn, shrubs and other plants on the grounds of Your Residence.
<b>Medical Practitioner</b>	a person currently legally licensed and registered to practice medicine, including veterinary medicine.
<b>Motorised Land Vehicle</b>	any vehicle which requires registration or operator licensing. This includes self-propelled motor homes, motorcycles and attached trailers.
<b>Mould</b>	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.
<b>Nuclear Hazard</b>	any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
<b>Occurrence</b>	<ul style="list-style-type: none"> <li>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</li> <li>b. an offence, including a series of related offences, committed during the Policy Period.</li> </ul>
<b>Permanent Total Disability</b>	<p>disablement as the result of an Accident, which:</p> <ul style="list-style-type: none"> <li>a. continues for a period of 12 consecutive months; and</li> <li>b. is confirmed as total, continuous and permanent by a Physician 12 consecutive months after the said Accident first occurred; and</li> <li>c. entirely prevents You from engaging in or giving attention to gainful occupation of any and every kind for the remainder of Your life.</li> </ul>
<b>Personal Injury</b>	<p>injuries or death resulting from the following:</p> <ul style="list-style-type: none"> <li>a. bodily injury;</li> <li>b. wrongful detention, false imprisonment or false arrest;</li> <li>c. shock, emotional distress, mental injury;</li> <li>d. invasion of privacy;</li> <li>e. defamation, libel or slander;</li> <li>f. malicious prosecution; or</li> <li>g. wrongful entry or eviction.</li> </ul>

<b>When We say</b>	<b>What We mean is</b>
<b>Physician</b>	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.
<b>Policy</b>	the PDS, this Policy Wording, Your Policy Schedule and any endorsements that may be issued from time to time that sets out the contract between You and Us.
<b>Policy Period</b>	the period of insurance stated in Your most recent Policy Schedule.
<b>Policy Schedule</b>	the most recent Policy schedule We give You.
<b>Pollutant</b>	any solid, liquid, gaseous or thermal irritant or Contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals or Waste.
<b>Private Collections</b>	the personal property You own or possess, for which a Sum Insured is shown in the <b>Private Collections</b> Section of Your Policy Schedule.
<b>Property Damage</b>	physical damage to, destruction of, or loss of use of tangible property.
<b>Reconstruction Cost</b>	the lesser of the amount at the time of the loss required to: <ul style="list-style-type: none"> <li>a. restore or repair a structure; or</li> <li>b. replace or rebuild a structure at the same location;</li> </ul> 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.
<b>Residence</b>	any of the following which is listed in Your Policy Schedule: <ul style="list-style-type: none"> <li>a. any House, Other Structures and grounds that You own; or</li> <li>b. any other property You own or reside in.</li> </ul>
<b>Section</b>	a section of coverage within this Policy.
<b>Silverware</b>	items that consist of silver, including, but not limited to: trays, trophies, sterling silver items, pewter and other personal articles other than Jewellery.
<b>Sum Insured</b>	the applicable sum insured or other Policy limit stated in Your Policy Schedule or otherwise in Your Policy.
<b>Temporarily Let or Temporary Letting</b>	when Your Residence is lent, let, sublet, swapped or otherwise made available for short term holiday accommodation for no more than 30 days (whether consecutive or non-consecutive) within the Policy Period.
<b>Unoccupied</b>	when Your Residence is not lived in and empty of unfixed furnishings.
<b>Waste</b>	materials to be disposed of, recycled, reconditioned or reclaimed.
<b>Watercraft</b>	a boat or craft designed for use on or over water.
<b>We, Us, Our and Ours</b>	AIG Australia Limited ABN 93 004 727 753 AFSL 381686.
<b>Wine</b>	an alcoholic or non-alcoholic beverage produced by the fermentation of grapes.
<b>You, Your and Yourself</b>	the person named in the Policy Schedule, and a spouse (legal or de facto including same sex partner) who lives with that person.

# Section I – House and Contents

## 1. Basis of Cover

This Section of Your Policy covers:

- I. Your House against physical loss or Property Damage within the Policy Period unless stated otherwise in the Policy or any exclusion applies; and
- II. Your Contents against physical loss or Property Damage within the Policy Period 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 amount We will pay for a covered loss to Contents is shown in Your Policy Schedule. Your Policy Schedule indicates the Payment Basis:

#### a. Replacement Cost Plus

If the Payment Basis is Replacement Cost Plus, We will pay the lesser of the cost to repair the damage or the full cost to replace the Contents without deduction for Depreciation, even if this amount is greater than the Sum Insured for Contents shown in Your Policy Schedule. However, We will not pay more than:

- i. 125% of the Contents Sum Insured shown in Your Policy Schedule; or
- ii. \$250,000 in addition to the Contents Sum Insured shown in Your Policy Schedule,

whichever is lesser.

Under this Payment Basis, if at the time of a covered loss the replacement cost as new for Contents is more than the Contents Sum Insured shown in Your Policy Schedule, We will collect the premium from You that We would have charged for the additional Contents Sum Insured amount if this amount had been declared to Us at the time immediately before the loss.

#### b. Replacement Cost

If the Payment Basis is Replacement Cost, We will pay the lesser of the cost 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 Suite

For a covered loss to an item that is part of a pair, set or suite, 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, at Our discretion We may pay You the full replacement cost of the entire pair, set or suite when You surrender to Us the undamaged item(s) of the pair, set or suite.

In no event, shall payment for a pair, set, or suite 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:

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

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

- a. 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.
- b. 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.
- c. 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**

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**

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 while contained in a refrigerator, freezer or a refrigerated Wine cellar where the climate is controlled by a specialised wine cooling system, which spoils due to changes or extremes of temperature caused by:

- a. interruption of premises power supply; or
- b. 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 part of and is 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 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**

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 primary Residence uninhabitable, We cover any reasonable increase in living expenses incurred by You to maintain Your household's usual standard of living, but taking into account:

- a. the number of people normally living in Your primary Residence; and
- b. rental accommodation within 5kms of Your primary Residence;

subject to availability at the time.

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 \$50,000 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 \$75,000 in total for a covered loss to Business Equipment You own or lease at a Residence listed in Your Policy Schedule.



## **V. 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.

## **VI. 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.

## **VII. Debris Removal**

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

## **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 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.

## **X. Emergency Preventative Measures**

We will pay up to \$10,000 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.

## **XI. 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.

## **XII. 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.

## **XIII. 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.

#### **XIV. 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.

#### **XV. 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.

#### **XVI. 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 applicable rent under the current rental agreement, but no more than the Fair Rental Value, 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 rent due to rent default, termination of a lease or other rental agreement. In this Additional Cover, Fair Rental Value means amount You could reasonably expect to receive from a tenant for a property of similar size, location and quality.

#### **XVII. 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.

#### **XVIII. 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	
Permanent Total Disablement	Accidental Loss of both hands or both feet
Accidental Loss of both eyes	Accidental Loss of one hand and one foot
Accidental Loss of speech & hearing	Accidental Loss of one hand and loss of one eye
Accidental Loss of speech and loss of one hand	Accidental Loss of one foot and one eye
Accidental Loss of speech and loss of one foot	Accidental Loss of speech
Accidental Loss of speech and loss of one eye	Accidental Loss of hearing

#### XIX. 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:

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

#### XX. 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 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.

Description of permanent disability	Limit of liability
Permanent Total Disability	\$25,000
Accidental Loss of both eyes	\$25,000
Accidental Loss of speech and hearing	\$25,000
Accidental Loss of speech and loss of one hand	\$25,000
Accidental Loss of speech and loss of one foot	\$25,000
Accidental Loss of speech and loss of one eye	\$25,000
Accidental Loss of both hands or both feet	\$25,000
Accidental Loss of one hand and one foot	\$25,000
Accidental Loss of one hand and loss of one eye	\$25,000
Accidental Loss of one foot and one eye	\$25,000
Accidental Loss of speech	\$12,500
Accidental Loss of hearing	\$12,500

#### XXI. 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.

## **XXII. 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.

## **XXIII. Temporary Letting of Your Residence**

We will pay for a covered loss whilst Your Residence is being Temporarily Let.

Where You are entitled to use bond money to pay for or reduce the costs of any loss or damage, You must do so, and the amount of that entitlement will be deducted from Your claim.

Cover for Temporary Letting is subject to the following exclusions:

- a. We do not cover physical loss or Property Damage caused by **Accidental Damage**;  
**Accidental Damage** is damage that occurs:
  - i. due to the actions of a tenant or their guest; and
  - ii. suddenly as a result of an unexpected and non-deliberate action.
- b. We do not cover physical loss or Property Damage caused by malicious damage or theft by of a tenant or their guest;
- c. We will not pay for any loss or damaged caused directly or indirectly by theft or attempted theft, unless there is physical evidence of forced entry or exit from the Residence resulting from such theft or attempted theft.

## **XXIV. 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, oil or gas 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.

## **XXV. 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.

## 7. 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. 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 II – Private Collections

### 1. Basis of Cover

This Section of Your Policy covers You against physical loss or Property Damage within the Policy Period 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 specified 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. 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; or
- if the item is not restored or repaired We will pay the difference between the Market Value of the item before and after the loss.

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 specified item 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 \$100,000 or 50% 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. Incomplete Fine Arts

If You have commissioned an artist to create a Fine Art item for You and that artist is unable to complete the item as a result of:

- a. physical loss or damage to the commissioned Fine Art, following a loss that would be covered under this Policy if that item were specified; or
- b. death of the artist,

We will cover the costs that You incur for supplies, materials and labour that You are contractually obligated to pay. The most We will pay is \$200,000. However, We will not pay more than any non-recoverable deposits or pre-payments. We will only provide this coverage where Your Policy Schedule already shows cover for Specified Fine Art.

## III. Market Appreciation

- a. In the event of a total loss to a specified item, We will pay the amount of specified cover for that item. However, if the Market Value of the specified item immediately before the loss exceeds the amount of specified cover for that item, We will pay its Market Value immediately prior to the loss, up to 150% of the amount of specified cover for that item subject to a maximum increase of \$200,000. The maximum We will pay is the total specified items amount of cover for that class as listed in Your Policy Schedule.
- b. If only part of the specified item is lost or damaged, We shall pay either:
  - i. the amount to restore the item to its condition immediately before 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; or
  - ii. if the item is not restored or repaired We will pay the difference between the Market Value of the item before and after the loss.

The maximum amount We will pay is 150% of the amount of specified cover for that item subject to a maximum increase of \$200,000. The maximum We will pay is the total specified 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 specified items are insured for the amount as noted in the updated valuations.

## IV. Newly Acquired Private Collection Items

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. If 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.

## **XIV. Wine**

We do not cover any loss to Wine caused by changes or extremes of temperature, gradual deterioration or spoilage. This exclusion applies to both Specified and Unspecified Wine cover.

However, We do cover Wine while contained in a refrigerator or a Wine cellar where the climate is controlled by a specialised wine cellar cooling system and which spoils due to changes or extremes of temperature caused by:

- a. interruption of premises power supply; or
- b. mechanical breakdown of refrigeration equipment at any Residence.

We will not pay more than \$10,000 for such a covered loss.

## Section III – 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 (only available in Western Australia, Tasmania or the Australian Capital Territory)

Your Policy Schedule indicates if You have Domestic Workers' Compensation cover for any of: Western Australia, Tasmania or the Australian Capital Territory.

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).

### 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

If 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. 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.

### V. Roads and Maritime Services Lease (New South Wales only)

This additional cover only applies where:

- a. it is stated on Your Policy Schedule; and
- b. under a Lease from RMS, You lease Land immediately adjoining Your Residence for a jetty, pontoon, mooring piles or related structures and You are required to maintain public liability insurance noting the interest of the RMS.

We will cover the interest of RMS in its capacity as the lessor of the Land leased to You for Damages. Damages are limited to the extent that RMS is legally obligated in its capacity as lessor of the Land to pay for Personal Injury or Property Damage arising out of an Occurrence on the Land caused by You, unless stated otherwise or any exclusion applies.

The most We will pay for all claims against the Lessor for Personal Injury and Property Damage against the RMS arising out of an Occurrence on the Land is the lesser of:

- a. the amount, up to \$20 million, of public liability insurance You are required by RMS to maintain under the Lease; or
- b. the Sum Insured for Personal Liability shown in the Policy Schedule.

Payments under Defence Cover, except a payment made pursuant to a judgment, award or settlement, are in addition to the Sum Insured under this additional cover.

All payments made under this additional cover, excluding Defence Cover, are part of, and not in addition to the Sum Insured for Personal Liability shown in the Policy Schedule.

We do not cover:

- a. an Occurrence not on the Land or elsewhere in the world;
- b. any Damages to the extent arising out of an Occurrence wholly or partly caused by or contributed to by any other person than You;
- c. RMS for any other covers under this Section or other Sections of Your Policy; or
- d. any other obligations whatsoever of You to RMS under the Lease.

**Land** means the land leased to You under the Lease.

**Lease** means a current Lease between You and RMS for the Land.

**RMS** means Roads and Maritime Services (New South Wales) or its legal successor.

## 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 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 IV – Family 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 that occurs in a Covered Country during the Policy Period, unless stated otherwise in Your Policy or any exclusion applies.

In this Section Traumatic Loss means any of the following: Act of Terrorism, Aggravated Burglary, Air Rage, Assault, Car Jacking, Child Abduction, Detention, Disappearance, Extortion, Hijacking, Kidnapping, Road Rage, Stalking Event or Threat. Each of these losses is defined in the table below.

When We say	What We mean is
<b>Act of Terrorism</b>	<p>an activity that is committed for political, religious, ideological or similar purposes and involves a violent act, the unlawful use of force or unlawful act dangerous to human life or tangible property; and is carried out by any person or group, whether acting alone or on behalf of or in connection with any organization that is intended to:</p> <ol style="list-style-type: none"> <li>intimidate or coerce a civilian population;</li> <li>disrupt any segment of the economy of a government state or country;</li> <li>overthrow, influence, or affect the conduct of, any government by intimidation or coercion; or</li> <li>affect the conduct of a government by mass destruction, assassination, Kidnapping or hostage taking; and</li> </ol> <p>causes actual damage to Property or bodily injury or Accidental Death to You or a Family Member or prevents You or a Family Member from having access to or from being able to exit the Residence.</p>
<b>Aggravated Burglary</b>	a person unlawfully entering Your Residence or any Temporary Accommodation in which You or a Family Member are staying, and committing or threatening violence against or to an Insured Person.
<b>Air Rage</b>	angry and violent or drunken behaviour on a commercial Aircraft which is against an Insured Person on that Aircraft or which puts You or a Family Member on that Aircraft in fear of danger to safety of the flight.
<b>Assault</b>	<p>the robbery of or violent attack on You or a Family Member which directly causes death or serious bodily injury to Your or the Family Member and which:</p> <ol style="list-style-type: none"> <li>is not as part of an affray entered into by You or that Family Member;</li> <li>does not take place while You or that Family Member is under the undue influence of alcohol or drugs; and</li> <li>is not provoked by aggressive physical conduct of You or that Family Member.</li> </ol>
<b>Car Jacking</b>	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.
<b>Child Abduction</b>	the wrongful and illegal seizure or, 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 Ransom made within the Policy Period.
<b>Detention</b>	<p>the holding under duress (other than a Kidnapping or Hijacking), for a period in excess of three hours, of You or a Family Member irrespective of whether such holding is by legal governmental authorities in the place of custody or by other parties. We will not cover any Detention which is due to:</p> <ol style="list-style-type: none"> <li>any alleged act or alleged violation of the laws of the host country by You or a Family Member which would be a criminal offence if committed by You or that Family Member in the country of which they are a national or (unless We determine that the allegations of such act or violation were intentionally false, fraudulent and malicious and made solely and directly to achieve a political, propaganda or coercive effect on You or that Family Member); and/or</li> <li>to the failure of You or a Family Member to properly procure or maintain immigration, work, residence or similar visas, permits or other documentation.</li> </ol>
<b>Disappearance</b>	You or a Family Member going missing for a period exceeding forty-eight (48) hours from the last confirmed contact with that person. For the purposes of this Policy, commencement of a Disappearance is the time of that last confirmed contact.

When We say	What We mean is
<b>Extortion</b>	the making of illegal threats (other than threats of a Cyber Attack), directly or indirectly to You or a Family Member: a. to kill, injure, detain, abduct or take or hold captive You or that Family Member; b. to cause physical loss or damage to Property; or c. to disclose, disseminate or utilise proprietary, personal, private or confidential information of or about You or that Family Member (other than to do so by means of a Cyber Attack), by a person or group who demands a Ransom specifically from You or that Family Member's assets as a condition of not carrying out such threats.
<b>Hijacking</b>	the illegal holding under duress, for a period in excess of three hours, of You and/or Family Member(s), while travelling by any form of transportation or when forcibly removed from that mode of transportation.
<b>Kidnapping</b>	the actual, attempted or alleged illegal taking and holding captive of You and/or Family Member(s), or a claim to be illegally holding captive You and/or Family Member(s), by a person or group who demands payment of a Ransom from You or that Family Members assets in order to release such captive(s).
<b>Road Rage</b>	angry and violent behaviour against You or a Family Member while You/they are travelling in or on a motor vehicle by a person in or on another motor vehicle or conveyance. For the purposes only of this Policy's cover relating to Road Rage, cover includes a person employed as a chauffeur of You or Your Family Member.
<b>Stalking Event</b>	a. harassment, stalking or the act of physically following; b. unwanted contact with; c. actual or attempted bodily injury to; or d. actual or attempted harm to property of, You or a Family Member (but not by e-mail, social media, social networking, interactive communication, online community or any other use of the internet) by a person against whom there is a court order to protect You or that Family Member from that person, and which is reported to the police or other law enforcement authorities within seventy-two (72) hours of taking place.
<b>Threat</b>	threat means the making of illegal threats (other than threats of a Cyber Attack) by a person or group, without demanding a Ransom, directly or indirectly to You or a Family Member: a. to kill, injure, detain, abduct or take or hold captive You or that Family Member; b. to cause physical loss or damage to Property; or to disclose, disseminate or utilise proprietary, personal, private or confidential information of or about You or that Family Member (other than to do so by means of a Cyber Attack).

If it is evident from one or more demands, or the making of such, that any Traumatic Loss is or was carried out in furtherance of another Traumatic Loss, those Traumatic Losses shall be deemed to be connected to each other. A series of Traumatic Losses which are connected to each other (whether by being furthered together or otherwise) shall be deemed to constitute a single Traumatic Loss commencing at the time the first of them commences.

## 2. Payment of a Loss

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 in the table below for each covered benefit. We will only pay a benefit for a Traumatic Loss that commences during the Policy Period (unless stated otherwise below) and within a Covered Country. 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.

Coverage	Limit of liability (in total for one Loss Event)
<b>Crisis Consultants</b>	<b>No Limit</b>
We will pay the Consultant Costs arising from a Traumatic Loss (other than a Threat or Disappearance) which commences during the Policy Period and occurs within a Covered Country.	
<b>Disappearance Investigation Expenses</b>	<b>\$100,000</b>
We will pay or reimburse Disappearance Investigation Expenses incurred by You or a Family Member in connection with a Disappearance which commences during the Policy Period and occurs within a Covered Country.	
<b>Loss of Income</b>	<b>\$50,000 for each person, up to a maximum of \$75,000 in total</b>
We provide cover for loss of Income during the sixty (60) days following a 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.	
<b>Medical fees</b>	<b>\$50,000</b>
We will cover the fees for independent psychiatric, medical and dental care for You or a Family Member incurred within thirty-six (36) months following a Loss Event for conditions resulting from that Loss Event. This includes 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. This also 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/or c. a Covered Relative in the event of a Car Jacking, Child Abduction or Kidnapping.	
<b>Professional services</b>	<b>\$100,000</b>
We will cover 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; and/or c. a qualified interpreter;	
<b>Ransom</b>	<b>\$100,000</b>
We will reimburse any Ransom paid by You or a Family Member as a result of Kidnapping, Hijacking or Extortion.	
<b>Reward</b>	<b>\$25,000</b>
We will cover the amount paid by You or Us as a reward to an Informant for information which: a. contributes to the resolution of a Traumatic Loss; b. leads to the recovery of You, a Family Member or a Covered Child; and/or c. leads to an arrest and conviction of the parties responsible for a loss covered under this Section.	
<b>Security Costs</b>	<b>\$25,000</b>
We will cover the increased costs of security 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. In addition, with Our prior approval, We will pay up to \$5,000 to improve security at Your Residence, Your Motorised Land Vehicle or Your Watercraft to prevent future Traumatic Loss.	
<b>Threat Expenses</b>	<b>\$100,000</b>
We will pay or reimburse Threat Expenses incurred by You or a Family Member in connection with a Threat which commences during the Policy Period and within a Covered Country.	
<b>Travel, accommodation &amp; meal expenses</b>	<b>\$100,000</b>
We will cover travel, accommodation and meal expenses arising out of or in connection with a Traumatic Loss.	

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. 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.

Description of injury	Limit of liability
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	\$25,000
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

#### 4. 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.

When We say	What We mean is
<b>Accidental Death</b>	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: <ol style="list-style-type: none"> <li>clinical death, as determined by a Physician or a local governing medical authority; or</li> <li>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.</li> </ol>
<b>Beneficiary</b>	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.
<b>Computer System</b>	as defined in <b>Section V Family CyberEdge</b> .
<b>Consultant Costs</b>	the necessary fees and expenses of the Crisis Consultants incurred during response to a Traumatic Loss, including but not limited to costs of travel, accommodation, qualified interpretation, communication, and payments to Informant(s).
<b>Covered Child</b>	Your, a Family Member's or a Covered Relative's child under the age of 13 and in the care of You or a Family Member.
<b>Covered Country</b>	anywhere in the world except: <ol style="list-style-type: none"> <li>Afghanistan, Egypt, Iraq, Libya, Mali, Nigeria, Pakistan, Somalia, Syria, Venezuela and Yemen;</li> <li>anywhere else in the world listed on the Australian Government's travel advisory and consular assistance service (currently at <a href="http://www.smartraveller.gov.au">www.smartraveller.gov.au</a>.) as places and destinations that You or a Family Member:               <ol style="list-style-type: none"> <li>should not travel to; or</li> <li>should reconsider travelling to; and</li> </ol> </li> <li>anywhere excluded by the Sanctions exclusion in Section VI General Term and Conditions.</li> </ol>
<b>Crisis Consultants</b>	means NYA or any other response consultants used with Our prior written consent.
<b>Cyber Attack</b>	as defined in <b>Section V Family CyberEdge</b> .
<b>Data</b>	as defined in <b>Section V Family CyberEdge</b> .
<b>Disappearance Investigation Costs</b>	the necessary fees and expenses of the <b>Crisis Consultants</b> assisting <b>You or a Family Member</b> with regard to a <b>Disappearance</b> for a period not exceeding ninety (90) days from the date the <b>Disappearance</b> was first reported to or discovered by <b>You</b> or an <b>Insured Person</b> .
<b>Guest</b>	<ol style="list-style-type: none"> <li>any regular domestic employee at Your Residence(s) listed in Your Policy Schedule; or</li> <li>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.</li> </ol> Guest does not include individuals: <ol style="list-style-type: none"> <li>who live with You or a Family Member irrespective of whether they are related to You or a Family Member or not;</li> <li>who shares the cost of lodging in a Temporary Residence; or</li> <li>who are unknown to You or a Family Member and had been coincidentally invited by someone else.</li> </ol>
<b>Income</b>	<ol style="list-style-type: none"> <li>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</li> <li>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</li> <li>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.</li> </ol>
<b>Informant</b>	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.

<b>When We say</b>	<b>What We mean is</b>
<b>Loss Event</b>	an incident involving one or more Traumatic Losses.
<b>Motorhome</b>	a caravan or a vehicle with purpose built sleeping quarters for at least three (3) people.
<b>Mutilation</b>	complete severance of an entire ear, finger, nose, toe or genital organ.
<b>Parent</b>	the natural and legal parents, step-parents, legal guardian or foster parent of Your child.
<b>Permanent Total Disability</b>	disablement as the direct result of a Traumatic Loss, which: <ul style="list-style-type: none"> <li>a. continues for a period of 12 consecutive months; and</li> <li>b. is confirmed as total, continuous and permanent by a Physician 12 consecutive months after the Traumatic Loss; and</li> <li>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.</li> </ul>
<b>Property</b>	Your House, Contents or any other tangible personal property (including buildings, fixtures, fittings, works of art and other Contents, plant and equipment (fixed or mobile), vehicles, vessels, Aircraft, livestock and bloodstock) owned, managed or leased by You or a Family Member or for which You or a Family Member is legally responsible. Property does not include Data or computer software.
<b>Ransom</b>	means cash, funds, monetary instruments, cryptocurrency, securities, Property or services surrendered or to be surrendered by or on behalf of You or a Family Member to meet a Kidnapping, Hijacking or Extortion demand.
<b>Temporary Residence</b>	the following that You, a Family Member, a Covered Relative or Guest are occupying or have been invited to visit: <ul style="list-style-type: none"> <li>a. a dwelling not owned by You;</li> <li>b. Your room(s) in a hotel, motel, inn, villa, spa, resort, hostel or dormitory; or</li> <li>c. Your room(s) in a commercial ocean liner or other Watercraft; or</li> <li>d. a Motorhome.</li> </ul>
<b>Threat Expenses</b>	<ul style="list-style-type: none"> <li>a. the necessary fees and expenses of the Crisis Consultants for conducting, during the sixty (60) days from when the Threat commences, an initial assessment of the Threat and recommending temporary security measures to protect against the Threat; and</li> <li>b. the costs of temporary security measures during the sixty (60) days from when the Threat commences which are taken on the specific recommendation of the Crisis Consultants solely and directly for protecting against the Threat.</li> </ul>
<b>Watercraft</b>	a watercraft with sleeping quarters for at least three (3) people.

## 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 Kidnapping if any Insured Person has had kidnap insurance, whether with Us or any other insurer, cancelled or declined in the past.
- c. We will not pay any benefit for Hijacking if the Hijacking is caused by any person accompanying You or a Family Member whilst travelling.
- d. 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. Cyber**

We will not provide any cover under this Section for any cyber or computer related losses, including but not limited to:

- a. unauthorised disclosure or transmission of any digitally or electronically held confidential information for which an Insured Person is responsible;
- b. intrusion of, unauthorised access to, or unauthorised use of (including by a person with authorised access) a Computer System;
- c. loss of Data arising from the physical theft, loss or damage of or to computer hardware controlled by an Insured Person;
- d. Accidental, negligent or unintentional act or failure to act by an employee of an Insured Person, or an employee of any third-party service provider whilst operating, maintaining or upgrading a Computer System;
- e. a Cyber Attack; or
- f. any other Loss of Expenses which is covered under Section V Family CyberEdge.

### **V. 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.

### **VI. 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.

### **VII. Legal Counsel**

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

### **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. Prior Events**

We will not pay for any benefit arising from a series of connected Traumatic Losses the first of which commenced before the Policy Period.

### **X. Property Damage**

We will not pay any benefit under this Section for physical loss or Property Damage.

### **XI. Robbery**

We will not reimburse any Ransom surrendered in the following situations:

- a. any face to face robbery where Ransom is surrendered by a person (other than an Insured Person as a victim of a Kidnapping, Hijacking or Extortion) who is in possession of such Ransom at the time for the sole purpose of conveying it to pay a previously communicated Ransom demand.
- b. any robbery where Ransom is surrendered either at the location where the Kidnapping or Hijacking of one or more Insured Persons occurs or where the Ransom demand is first made, unless the Ransom has been brought to such location after receipt of the Ransom Demand, and for the sole purpose of paying the Ransom demand.

### **XII. 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.

### **XIII. 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.

## 6. Conditions

### **Notification – what to do in a crisis**

As soon as a Traumatic Loss occurs or You think (or someone on Your behalf thinks) a Traumatic Loss is about to occur or may have occurred, You or someone on Your behalf must urgently and as soon as possible telephone the Crisis Consultants by calling the 24-hour-a-day Crisis Hotline number:

**+1 817 826 7000**

This is a dedicated crisis response hotline and should only be used for the purposes above. The number operates 24 hours a day, every day of the year, and can be called from anywhere in the world. It operates on a “connect call” basis, which means that it is free of charge to the caller and the call charge is met by Us.

The Crisis Consultants will advise whether law enforcement authorities should be informed.

An Assault must be reported to the police or applicable law enforcement authority within seven (7) days of the Assault occurring and the crime reference number must be provided to Us.

It is understood and agreed that:

- a. the Crisis Consultants have no authority on Our behalf to make any admissions which may prejudice Our rights or to deal with matters concerning Policy coverage; and
- b. the provision and the use of these services, are not intended to be and shall not be regarded as an admission of, or an acceptance by Us, of any liability to indemnify an Insured Person under the Policy and are without prejudice to any of Our rights.

### **Confidentiality**

You and Your Family Members will use all reasonable efforts not to disclose the existence of this Family SafeGuard insurance to any other person.

# Section V – Family CyberEdge

## 1. Basis of Cover

This Section of Your Policy covers You and Your Family Members for expenses arising out of or in connection with any of these Loss Events within the Policy Period::

- a. Cyberbullying;
- b. Cyber Extortion;
- c. Data restoration services following a Cyber Attack or Cyber Extortion;
- d. Identity Fraud; and/or
- e. reputation management services following a Cyber Attack or Cyber Extortion.

This Section also provides the following additional benefits:

- a. Identity theft & cyber resolution services; and
- b. proactive tools to manage Your cyber exposure and activity.

## 2. Payment of a Loss

The level of coverage available will depend on whether You have selected *Premium* or *Ultimate* coverage. Your Policy Schedule will show which level of coverage You have selected.

We will not pay more than the applicable limit shown in the Table below for each covered expense, regardless of how many policies, people or types of Cyber Events are involved in a Loss Event.

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

Coverage	Limit of liability <i>Premium</i> level	Limit of liability <i>Ultimate</i> level
<p><b>Cyberbullying Expenses</b></p> <p>We will cover the following reasonable and necessary expenses incurred by You or a Family Member and which arise out of or in connection with Cyberbullying:</p> <ul style="list-style-type: none"> <li>a. expenses incurred with Our prior written consent 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 Cyberbullying. This includes any related travel, accommodation and meal expenses.</li> <li>b. expenses incurred with Our prior written consent from a Cyber Service Provider for:               <ul style="list-style-type: none"> <li>i. professional digital forensic analysis to aid in prosecution; or</li> <li>ii. professional cyber security consultant services;</li> </ul> </li> <li>c. lost salary due to You or a Family Member’s wrongful termination during the first sixty (60) days after the wrongful termination of You or Your Family Member’s employment where such termination arose out of Cyberbullying. No coverage is provided if there is any other valid and collectible benefits including disability insurance, workers’ compensation insurance, unemployment compensation, salary and wage continuation, or other similar salary related plans;</li> <li>d. within sixty (60) days of Discovery of a Cyberbullying event and with Our prior written consent, We will cover reasonable expenses incurred during such 60 days for:               <ul style="list-style-type: none"> <li>i. temporary relocation for You or a Family Member; from Your or Your Family Member’s primary Residence; or</li> <li>ii. temporary private tutoring, or any increase in expense for school enrolment, for You or a Family Member to relocate to an alternative but similar school.</li> </ul> </li> </ul>	<b>\$20,000</b>	<b>\$50,000</b>
<p><b>Cyber Extortion Expenses</b></p> <p>We will cover the following reasonable and necessary expenses incurred by You or a Family Member and which arise out of or in connection with Cyber Extortion.</p> <ul style="list-style-type: none"> <li>a. We will reimburse You for ransom Money paid by You or a Family Member to terminate or end a Cyber Extortion threat to You or a Family Member. We will not cover this Cyber Extortion Expenses unless You have:               <ul style="list-style-type: none"> <li>i. obtained Our prior written consent before any ransom monies were paid; and</li> <li>ii. made reasonable efforts to determine that the Cyber Extortion threat was genuine prior to payment of the ransom monies; and</li> <li>iii. consulted CyberScout in advance to investigate the Cyber Extortion</li> </ul> </li> <li>b. Costs payable to CyberScout to conduct an investigation to determine the cause of a Cyber Extortion threat.</li> </ul>	<b>\$20,000</b>	<b>\$50,000</b>

Coverage	Limit of liability Premium level	Limit of liability Ultimate level
<p><b>Data Restoration Expenses</b></p> <p>We will cover the following reasonable and necessary expenses and costs incurred by You or a Family Member for Data restoration services performed for You or a Family Member, with Our prior written consent, by a Cyber Service Provider and in response to, and arising out of, Cyber Extortion or a Cyber Attack:</p> <ul style="list-style-type: none"> <li>a. the reasonable expenses to attempt to restore or replace Data programs that that have been lost, damaged, destroyed, altered, corrupted, copied, stolen or misused to the same standard and with the same contents before such damage, destruction, alteration, corruption, copying, theft or misuse;</li> <li>b. the reasonable expenses to prevent, minimise, or mitigate any further damage and preserve material evidence of criminal or malicious wrongdoings; and/or</li> <li>c. the reasonable costs to purchase replacement licenses for programs where necessary.</li> </ul> <p>Alternatively, at Our discretion and with Our prior written consent only, We will reimburse the reasonable costs incurred, by You or Your Family Member to purchase a replacement computer or such device where attempted Data restoration has caused irreparable damage to the hardware of the computer.</p> <p>Data restoration expenses do not include the value of the Data at the time of its loss or destruction.</p> <p>* An Excess of \$250 is applicable to Data Restoration Expenses.</p>	<b>\$20,000</b>	<b>\$50,000</b>
<p><b>Identity Fraud Expenses</b></p> <p>We will cover the following reasonable and necessary expenses and costs incurred by You or a Family Member and which arise out of or in connection with Identity Fraud:</p> <ul style="list-style-type: none"> <li>a. costs for notarising fraud affidavits or similar documents for financial institutions or similar credit grantors or credit agencies that require such affidavits or documents to be notarised;</li> <li>b. costs for registered mail to Police, credit agencies, financial institutions or similar credit grantors;</li> <li>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;</li> <li>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; and/or</li> <li>e. reasonable legal fees incurred, with Our prior written consent, for: <ul style="list-style-type: none"> <li>i. defence of lawsuits brought against You or a Family Member by merchants or their collection agencies;</li> <li>ii. the removal of any criminal or civil judgments wrongly entered against You or a Family Member;</li> <li>iii. challenging the accuracy or completeness of any information in a consumer credit report; and/or</li> <li>iv. 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.</li> </ul> </li> </ul> <p>We will not cover any Identity Theft expenses:</p> <ul style="list-style-type: none"> <li>a. arising out of Business pursuits of You or a Family Member; or</li> <li>b. incurred due to any fraudulent, dishonest or criminal act by: <ul style="list-style-type: none"> <li>i. You or a Family Member;</li> <li>ii. any person acting in collusion with You or a Family Member, and/or</li> <li>iii. any authorised representative of You or a Family Member whether acting alone or in collusion with others.</li> </ul> </li> </ul>	<b>\$50,000</b>	<b>\$50,000</b>
<p><b>Reputation Management Expenses</b></p> <p>We will cover the reasonable and necessary expenses incurred by You or a Family Member for reputation management services performed on behalf of You or a Family Member. We will only provide cover for these expenses to minimise reputation damage to Your or Your Family Members when they have been incurred:</p> <ul style="list-style-type: none"> <li>a. with Our prior written consent;</li> <li>b. by a Cyber Service Provider found on Our panel of pre-approved providers; and</li> <li>c. in response to Cyber Extortion or a Cyber Attack.</li> </ul> <p>We will not cover any reputation management expenses or fees:</p> <ul style="list-style-type: none"> <li>d. incurred by You or a Family Member for making use of a reputation management provider that is not listed on Our panel of pre-approved providers unless You have obtained Our prior written consent before such use;</li> <li>a. when You are not the owner of the Computer System through which the Cyber Attack or Cyber Extortion was initiated.</li> </ul>	<b>Not Included</b>	<b>\$50,000</b>

### 3. Additional Benefits for Family CyberEdge

The following proactive tools are offered in addition to the coverage for expenses listed in **2. Payment of a Loss**. The table below shows the benefits offered under each level of cover selected by You.

Additional Benefit	Premium level	Ultimate level
<b>Identity Theft &amp; Cyber Resolution Services</b> The following identity theft & cyber resolution services will be provided to You and Your Family Members by CyberScout, on Our behalf: <ol style="list-style-type: none"> <li>access to a 24/7 toll-free help-line telephone number for You and Your Family Members to ask questions and address issues or concerns regarding an identity theft or cyber related concern;</li> <li>the services of a personal fraud specialist who will assist You and Your Family Members if there is a suspected cyber related concern or cyber breach; and</li> <li>other identity theft remediation services when warranted and upon prior approval by Us.</li> </ol>	<b>Included</b>	<b>Included</b>
<b>Data Backup &amp; Recovery Software</b> We will provide You access to an online cloud data backup and recovery solution for the duration of the Policy Period. Such software allows you to backup your most important files and is complimented by military grade encryption to prevent unauthorised access and anti-virus to block malicious software. You have the option to activate this cloud backup software to help safeguard Your Data (including sensitive documents, photos and videos).	<b>Included</b>	<b>Included</b>
<b>Credit &amp; Dark Web Monitoring</b> If Your Policy Schedule shows <i>Ultimate</i> Family CyberEdge coverage, We will also provide You with access to an additional online subscription-based service that helps You and Your Family Members monitor Your credit and dark web presence, including by detecting and responding to fraudulent activity.	<b>Not Included</b>	<b>Included</b>

The proactive tools will be provided, solely on Our behalf, by CyberScout. We will provide You with URL access to these additional benefits. You will need to activate the tools should You wish to use them.

### 4. 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.

When We say	What We mean is
<b>Computer System</b>	<ol style="list-style-type: none"> <li>any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the Internet or internal network or that are connected through Data storage or other peripheral devices which are owned, operated, controlled or leased by an Insured Person; or</li> <li>any cloud service, or other hosted computer resources, used by an Insured Person.</li> </ol>
<b>Cyber Attack</b>	<ol style="list-style-type: none"> <li>the release, divulgence, dissemination, destruction or use of Data acquired through the unauthorised access to or use of a Computer System;</li> <li>the introduction of a malicious code into a Computer System or use of a Computer System as a vehicle to transmit malicious code; and/or</li> <li>the deliberate corruption, damage or destruction of a Computer System;</li> <li>a denial of service attack on a Computer System;</li> <li>the use of disruptive activities against a Computer System; and/or</li> <li>any unauthorised access to a Computer System.</li> </ol>

<b>When We say</b>	<b>What We mean is</b>
<b>Cyberbullying</b>	<p>two or more similar or related acts of harassment or intimidation, including defamation of character, invasion of privacy, or threats of violence that are:</p> <ol style="list-style-type: none"> <li>committed against You or a Family Member;</li> <li>received by a computer, telephone, portable device (such as a smartphone, electronic tablet or handheld computer), or any similar device or means that are Discovered during the Policy Period; and</li> <li>results in You or a Family Members: <ol style="list-style-type: none"> <li>wrongful termination, false arrest, or wrongful discipline by a governing official or body of a primary or secondary school, institution or higher education, or private school; or</li> <li>causes debilitating shock, mental anguish, or mental injury that has been diagnosed by a licensed Physician, psychologist, or other authorised mental health professional (other than You or a Family Member) leading to the inability of You or a Family Member to attend school or work full-time for more than one week.</li> </ol> </li> </ol> <p>Any series of such similar or related acts committed during the Policy Period by any person or group of persons acting in concert, or in which any person or group of persons is involved or implicated, are considered to be one Cyberbullying event occurring at the time of the first such act. A Cyberbullying event does not mean an act against You or a Family Member arising out of Business activities or the pursuit or holding of a public office by You or a Family Member.</p>
<b>Cyber Event</b>	<ol style="list-style-type: none"> <li>Cyberbullying;</li> <li>Cyber Extortion;</li> <li>Cyber Attack or Cyber Extortion requiring Data restoration services;</li> <li>Cyber Attack or Cyber Extortion requiring reputation management services and/or</li> <li>Identity Fraud,</li> </ol> <p>which commences during the Policy Period. If it is evident that any Cyber Event is or was carried out in furtherance of another Cyber Event, these Cyber Events shall be deemed to be connected to each other. A series of Cyber Events which are connected to each other (whether by being furthered together or otherwise) shall be deemed to constitute a single Cyber Event commencing at the time the first of them commences.</p>
<b>Cyber Extortion</b>	<p>a demand for Money, securities or other property in connection with a threat to commit a Cyber Attack or to end an ongoing Cyber Attack following a third party gaining unauthorised external electronic access to a Computer System owned by You or a Family Member. Any loss arising from continuous, repeated or related Cyber Attack or Cyber Extortion threats, regardless of the length of time from the onset until Discovery, even if occurring during more than one (1) Policy Period, will be treated as one (1) event.</p>
<b>Cyber Service Provider</b>	<p>any third-party professional retained by Us and CyberScout to investigate, address or resolve a Cyber Attack or Cyber Extortion threat.</p>
<b>CyberScout</b>	<p>a third-party specialist cyber solutions specialist engaged by AIG to manage cyber-related losses.</p>
<b>Data</b>	<p>a representation of information, knowledge, facts, concepts, or instructions which are being processed or have been processed in a Computer System owned by You or a Family Member.</p>
<b>Discover, Discovery or Discovered</b>	<p>the time when You first became aware of facts which would cause a reasonable person to assume that a Cyber Event has occurred, regardless of when the act or acts causing or contributing to such loss occurred.</p>
<b>Identity Fraud</b>	<p>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.</p>
<b>Loss Event</b>	<p>an incident involving one or more Cyber Events.</p>
<b>Money</b>	<p>officially issued legal currency, monetary amounts held in bank accounts, Bitcoin or other cryptocurrency.</p>
<b>Personal Information</b>	<p>information from which an individual may be uniquely and reliably identified or contacted.</p>

## **5. Specific Exclusions**

The following exclusions apply to this Section of Your Policy:

### **I. Acts of Certain Persons**

We will not provide cover under this Section for a Cyber Event caused by You or a Family Member, an estranged, former or current domestic spouse of You or a Family Member (whether de facto or otherwise) or any person acting on their behalf, whether alone or in collusion.

### **II. Business Pursuits**

We do not cover any Cyber Events in respect of or in connection with any Computer System that is primarily used for Business pursuits.

### **III. Computer error**

We do not cover any Cyber Events in respect of or in connection with an error in computer programming, or error in instructions to a computer.

### **IV. Computer System Maintenance Costs**

We do not cover any amounts You have paid, or agreed to pay, as part of any Computer System maintenance contract.

### **V. Computer System Upgrades**

We do not cover any costs to upgrade or increase the speed, capacity, or utility of Your Computer System to a level that existed prior to a Cyber Attack.

### **VI. 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.

### **VII. 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.

### **VIII. False Report**

We do not cover any loss or damage arising from or in connection with 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.

### **IX. Legal Costs**

Unless otherwise stated in this Section, We do not cover the costs associated with the provision of legal services.

### **X. Identity or Travel Document Replacement Service**

We do not cover the cost of replacing any identity or travel documents if they are lost, misplaced, stolen or destroyed, or any expenses related to these documents, that prevents You or a Family Member from traveling.

### **XI. Medical Treatment Costs**

We do not cover any loss or expenses resulting for medical treatment.

### **XII. Third Party Cyber Attack or Cyber Extortion**

We do not cover any Cyber Attack or Cyber Extortion arising out of or in connection with, or to any Computer System or device that is not owned by You or a Family Member.

### **XIII. Prior Discovery**

We do not cover any loss Discovered prior to the Policy Period.

#### **XIV. Terrorism**

We do not cover any loss for or in connection with any act(s) of terrorism.

For the purpose of this exclusion, act(s) of Terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which:

- a. involves violence against one (1) or more persons; or
- b. involves damage to property; or
- c. endangers life other than that of the person committing the action; or
- d. creates a risk to health or safety of the public or a section of the public; or
- e. is designed to interfere with or to disrupt an electronic or Computer System.

#### **XV. 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.

## **6. Conditions**

### **Your Duties**

You and Your Family Members have a duty to:

- a. maintain security systems, firewalls and anti-virus software;
- b. ensure proper disposal of used hard drives or other storage media including CDs, DVD's, modems, or other mobile drives or devices;
- c. maintain password protections; and
- d. update any hand-held device or any applicable operating system within 90 days of an update becoming available.

### **Notification – what to do in a crisis**

As soon as a Cyber Event occurs, or You think (or someone on Your behalf thinks) a Cyber Event is about to occur or may have occurred, You or someone on Your behalf must urgently and as soon as possible telephone CyberScout by calling the following 24-hour-a-day number:

**1800 517 117**

This is a dedicated ID theft and cyber incident resolution hotline. The number operates 24 hours a day, every day of the year, and can be called from anywhere in the world. It is a toll-free number.

CyberScout will advise whether law enforcement authorities should be informed.

It is understood and agreed that:

- a. CyberScout have no authority on Our behalf to make any admissions which may prejudice Our rights or to deal with matters concerning Policy coverage; and
- b. the provision and the use of these services, are not intended to be and shall not be regarded as an admission of, or an acceptance by Us, of any liability to indemnify an Insured Person under the Policy and are without prejudice to any of Our rights.

### **Confidentiality**

You and Your Family Members will use all reasonable efforts not to disclose the existence of this Family CyberEdge insurance to any other person.



# General Terms and Conditions

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

## 1. Alterations, Additions or Renovations

You must 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 must advise Us of these matters both at the beginning and completion of the alterations, additions or renovations.

## 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

You must advise Us 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, additions or renovations to Your House or Home and any newly acquired items purchased or otherwise received by You.

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, unenforceable, it will be where possible construed by limiting it to be valid, legal and enforceable to the extent compatible with applicable law, or otherwise will be deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this Policy.

Any provisions of this Policy which conflict with the statutes or regulations of the State or Commonwealth, will be 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 mortgagee 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 – the replacement cost as new; and
- c. for Fine Arts and other items under Private Collections – 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

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