

# HOME BUILDINGS & CONTENTS INSURANCE

# **ACCIDENTAL DAMAGE**

**Combined Financial Services Guide and Product Disclosure Statement** 

Effective Date 5 October 2021

# **TABLE OF CONTENTS**

Product Disclosure Statement (PDS)	
Introduction	
Important information	
When answering our questions	7
Complaints	
Benefits summary	
Who we cover	
Where we cover	
Buildings cover	
Contents cover	
What you are covered for	
Additional benefits	
Additional covers	
Optional covers	
Legal liability	51
General terms and conditions	
General exclusions	
Definitions	
Financial Services Guide (FSG)	70

## **PRODUCT DISCLOSURE STATEMENT (PDS)**

## **INTRODUCTION**

## About this Product Disclosure Statement

This Product Disclosure Statement (PDS) is an important document. **You** should read it carefully before making a decision to purchase this product.

This PDS will help you to:

- decide whether this product will meet your needs; and
- compare this product with other products you may be considering.

The information contained in this PDS is general information only. It is important **you** read **your** policy to ensure **you** have the cover **you** need.

Any terms in this PDS that are in **bold** are words that have a particular defined meaning. **You** should refer to the 'Definitions' section of this document beginning on page 65 to obtain the full meaning of such terms.

Headings have been included for ease of reference, but do not form part of the policy.

This PDS is made up of two parts:

- important information (beginning on page 4); and
- policy wording (beginning with the section 'Who we cover' on page 24) terms and conditions of the cover provided.

This combined FSG and PDS was prepared on 12 August 2021.

## **Updating this PDS**

Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a paper copy of the updated information will be available free of charge upon request, by contacting **your** intermediary or by contacting **us** using **our** contact details on the back page of this PDS.

Please note that **we** may also choose to provide **you** with a new or supplementary PDS in other circumstances.

## **IMPORTANT INFORMATION**

## About Blue Zebra

Blue Zebra Insurance Pty Ltd (**BZI**, **we**, **us** or **our**) ABN 12 622 465 838, Australian Financial Services (AFS) Licence Number 504130, is an insurance underwriting agency and holds an AFS Licence to issue and provide general advice on general insurance products.

BZI arranges and administers the policy. BZI acts under a binding authority for the insurer and not you.

## **About Youi**

The insurer is Youi Pty Ltd (Youi), ABN 79 123 074 733, AFS Licence Number 316 511.

Youi Pty Ltd is an Australian registered company and is a wholly owned subsidiary of Youi Holdings Pty Ltd, a subsidiary of OUTsurance International Holdings Pty Ltd part of the Rand Merchant Investment Holdings (RMIH) Group.

Youi is a registered general insurance company and is regulated by the Australian Prudential Regulation Authority (APRA) and Australian Securities and Investment Commission (ASIC), a member of the Insurance Council of Australia (ICA) and a signatory to the General Insurance Code of Practice.

Youi's contact details are:

Phone: 13 YOUI (9684) +61 7 3719 4800 Email: info@youi.com.au Mail: PO Box 849, Buddina QLD 4575

## About this insurance

**Our** Home Building and Contents Insurance Accidental Damage policy covers **your buildings** or **your contents** for accidental loss or damage. **You** can choose to take out cover for **your buildings**, cover for **your contents**, or cover for both **buildings** and **contents**.

We also provide cover under specific conditions for a range of incidents and additional benefits and covers, including for **your** legal liability. **You** can also add 'optional covers' to **your** policy to either ensure valuable items are properly covered ('Specified valuable items') or to include the 'Home business extension'.

For a summary of benefits available under this policy, please see the 'Benefits summary' section beginning on page 22.

To find out what this policy covers please read this PDS to ensure you have the cover you need.

## How to apply for this policy

Throughout this document when **we** are referring to **your** insurance broker or adviser, **we** simply refer to them as **your** intermediary.

If **you** are interested in buying this product or have any inquiries about it, **you** should contact **your** intermediary who should be able to provide **you** with all the information and assistance **you** require.

If **you** are not satisfied with the information provided by **your** intermediary, **you** can contact **us** at the address or telephone number shown on the back cover of this document. However, **we** are only able to provide factual information or general advice about the product. **We** do not give advice on whether the product is appropriate for **your** personal objectives, needs or financial situation. Therefore, **you** should carefully read this document before deciding whether to purchase this product or not.

## **Cooling-off period**

After **you** apply for (or renew) a **BZI** product and **you** have received the PDS, **you** have **30 days** to check that the policy meets **your** needs. Within this time **you** may cancel the policy and receive a full refund of any **premiums** paid (less any non-refundable government charges, taxes and levies that **we** have paid and are not recoverable), unless:

- you have made a claim or become entitled to make a claim under your policy; or
- you have exercised any right or power you have in respect of your policy or the policy has ended.

Your request will need to be forwarded to us via your intermediary.

**You** can cancel **your** policy at any time after the cooling-off period. Please refer to 'Cancellation' under the 'General terms and conditions' section beginning on page 60.

#### Our contract with you

You must pay us or your intermediary the agreed **premium** by the date due, to ensure there is cover under this policy. If we accept a claim under this policy, you will always need to pay us the **premium** due. Your policy is a contract of insurance between you and the **insurer**.

Your policy is made up of:

- This PDS which incorporates the policy wording beginning with the 'Who we cover' section on page 24. This is common to all customers who buy **our** Blue Zebra Insurance Home Buildings & Contents Accidental Damage product. It tells **you** what is covered, sets out the claims procedures, exclusions and other terms and conditions of cover;
- Your policy schedule provided by us for the relevant period of insurance. The policy schedule is
  a separate document unique to you, which shows the insurance details relevant to you. It
  includes any agreed changes, exclusions, terms and conditions made to suit your individual
  circumstances; and
- Any other written change otherwise advised by **us** in writing (such as an endorsement or a supplementary PDS). These written changes vary or modify the above documents.

This document is also the PDS for any offer of renewal **we** may make, unless **we** tell **you** otherwise. Please keep **your** policy documents in a safe place.

Unless stated otherwise in the policy, if there is more than one insured on the policy, then anything which any of the insureds says, does or omits to advise to **us**, applies to and affects the rights of all of the insureds under this policy or any claim made under it. **We** only need a request from one insured to change or cancel **your** policy, or to tell **us** where an approved claim payment should be paid.

## Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sublimits that **you** should be aware of when deciding to purchase **our** product. These things may affect the amount of the payment that **we** will make under a claim on this policy.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of **your** sum insured shown in **your policy schedule** or some other amount, factor or item specified in the relevant clause or this document.

You should be aware of the following matters in considering whether this product is suitable for **your** needs.

#### **Exclusion for new business policies**

There is no cover under this policy for bushfire, grassfire, **storm**, **flood** or tsunami in the first 72 hours from the start date shown on **your policy schedule**. Very limited exceptions apply. For full details see the 'General exclusions' section beginning on page 62.

#### **Excesses can apply**

For each of the available covers, an **excess** may apply. Please refer to the 'Excesses' section on page 12 for more details.

#### **Exclusions**

In some circumstances, this policy contains a number of exclusions, some of which are common in insurance policies. Before making a decision about whether to purchase this policy, **you** should read the full details of all relevant exclusions, which are contained in this PDS. Some may not be relevant to **you**, however **you** should make yourself aware of all the exclusions that apply in all sections of this PDS.

Please refer to the 'General exclusions' section beginning on page 62 for the specific details.

#### General terms and conditions

General terms and conditions applicable to all cover provided under this policy set out **your** obligations with which **you** need to comply. Please refer to the 'General terms and conditions' section beginning on page 60.

In addition, **you** should make yourself aware of all the terms and conditions that apply to the various covers detailed within this policy. If **you** or someone else (to the extent they would normally be covered under this policy) claim on this policy and do not meet them, **we** may be able to decline or reduce the claim payment or cancel **your** policy.

#### Make sure you have the cover you need

You should discuss with your intermediary the appropriate amounts and risks for which you need to be insured. If you do not adequately insure for the relevant risks you may have to bear any uninsured losses yourself.

You should also advise your intermediary to notify us as soon as possible when your circumstances change which are relevant to your policy. For instance, you may need to consider increasing your sum insured if you purchase expensive items of contents like jewellery or make renovations or alterations to your buildings. If you do not tell your intermediary of these changes, in the event of you suffering a loss or damage, your sum insured may not be adequate to cover your loss, or you may not even have any cover under your policy.

## This policy is not a substitute for home maintenance

If purchased, this Blue Zebra Insurance Home Buildings & Contents Accidental Damage product provides insurance cover for accidental damage to **your buildings** and/or **contents** and certain legal liability cover.

Home insurance policies are designed to protect their purchasers against the potential risk of covered events, for covered property. Property insurance is not intended or designed to serve as a substitute for good maintenance of **your buildings** or **contents**.

If purchased, **we** insure **your buildings** and/or **contents** on the condition that they are in good condition, and **we** may cancel **your** policy or tell **you** that **we** will not offer to renew it if that is not the case. Subject to Australian insurance law, this policy does not cover certain types of damage or loss, for example wear and tear, gradual deterioration or property which develops an inherent defect or fault due to its design.

**You** should read this PDS in full to understand what it does and does not cover, and the obligations **you** or anyone claiming under this policy have. If **you** have any questions about the cover this policy provides, please ask **your** intermediary to ask **us**, and **we** will answer them.

#### When answering our questions

Under Australian insurance law **you** have a duty to take reasonable care not to make a misrepresentation when answering **our** questions. This means that when getting a quote, buying or amending a policy, **you** need to answer **our** questions accurately and completely.

This duty applies in the same way to someone answering **our** questions on **your** behalf, as well as anyone else who answers **our** questions and is to be covered by this policy.

If **we** send **you** a renewal invitation **you** also need to check if all of the information on it is accurate and complete.

If **our** questions are not answered accurately and completely, **we** may reduce or not pay a claim, cancel **your** policy or treat it as if it never existed.

#### Renewal

At least 14 days before the policy expires **we** will provide **you** a notice, offering **our** renewal terms, or explaining the reason for not renewing **your** policy. If **we** offer to renew **your** policy, **you** are not obliged to renew the policy with **us**. **We** encourage **you** to check the new amounts to make sure they continue to cover **your** needs.

**You** must check all the information recorded in **our** offer of renewal and tell **us** immediately if any of it is inaccurate or incomplete. This includes any changes that have occurred during the term of **your** policy; for example, changes to the insured property, the address where the insured property is kept, and the people covered by **your** policy.

Any changes to the information in **our** offer of renewal may cause **us** to change **our** decision to offer renewal of **your** policy or the terms on which **we** offer such renewal. If **you** do not tell **us**, **we** may reduce or not pay a claim, cancel **your** policy or treat it as if it never existed.

If **your** nominated method of paying **your premium** is by direct debit, and **you** decide to renew this policy, then **we** will continue to debit **your** nominated bank account or credit card for the remainder of the **period of insurance**. If **you** pay **your premium** annually, **you** must pay the full amount by the due date shown on **your** renewal invitation in order for cover to continue into the renewed **period of insurance**.

This PDS (together with any amendments, updates or endorsements that **we** give **you** in writing) also applies for any offer of renewal **we** make, unless **we** tell **you** otherwise or provide **you** with a new updated PDS.

Your cooling-off period applies on each renewal. See page 5 for details.

Each renewal is a separate contract and not an extension of the prior contract.

#### How we determine your premium

The amount of your premium is determined by taking a number of different matters into account.

It is important for **you** to know in particular that the **premium** varies depending on the information **we** received from **you** about the risk to be covered by **us**. The higher the risk is, the higher the **premium** will be. Based on **our** experience and expertise **we** decide what factors increase **our** risk and how they should impact on the **premium**. Each insurer can do this differently.

In this product the following are some of the factors that are taken into consideration when determining the appropriate **premium**:

- your nominated sum insured;
- where you live (i.e. the location of the insured address);
- the materials used in the construction of your buildings;
- what your buildings are used for (e.g. private residence, holiday home, rental property);
- security measures used for your buildings and/or contents;
- whether you have chosen any optional covers or not;

 the excess you have chosen for your buildings and/or contents. If you elect to take a higher excess in the event of a claim, this will reduce the cost of your premium. Your intermediary can supply you with quotes based on differing amounts of excesses.

Your intermediary can arrange for **you** to be provided with a quote for a **premium**. You will need to give relevant personal details to **your** intermediary at this time to enable **us** to calculate **your premium**.

Another important thing to know is that **your premium** also includes amounts that take into account **our** obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Insurance Duty, Goods and Services Tax (GST) and Emergency Services Levy) in relation to **your** policy. These amounts will be set out separately on **your policy schedule** as part of the total **premium** payable.

Also, minimum **premiums** may apply. Any discounts or entitlements may be subject to rounding and only apply to the extent any minimum **premium** is not reached.

**BZI** may also add an agency fee to the **premium** that is charged, and this will be shown on **your policy schedule**. The agency fee will only be refunded when the policy is cancelled within the cooling-off period (see page 5) or where the cancellation is effective from the start of the **period of insurance**.

## How to pay your premium

There are three ways that you can pay your premium:

- an annual payment to your intermediary;
- if provided, an annual payment directly to BZI from your credit card or from your bank account which can be arranged by you or your intermediary; or
- if provided, in monthly instalments by automatic deduction from your credit card or from your bank account which can be arranged by you or your intermediary.

You must pay your premium in the manner set out on your policy schedule.

#### How to pay your premium via your intermediary

If **you** are paying **your** annual **premium** via **your** intermediary, **you** must pay them by the due date shown on **your policy schedule**. If **your premium** is unpaid after the due date **we** may be entitled to reduce or refuse to pay a claim or cancel this policy.

#### How to pay your annual premium directly to BZI

If **you** are paying **your** annual **premium** directly to **BZI**, **we** will deduct **your** annual **premium** from **your** nominated bank account or credit card within three business days after the day the details of the credit card or bank account have been provided to **us**.

If an attempt to deduct **your** annual **premium** is dishonoured for any reason, **we** will notify **you** and/or **your** intermediary and provide details on:

- any actions required by **you**; and
- when we will next attempt to deduct the annual premium.

After three unsuccessful attempts to deduct the annual **premium**, **we** may cancel this policy. **We** will send a notice to **you** and/or **your** intermediary with details of the action **we** intend to take and when the cancellation will become effective.

#### How to pay your instalment premium

We will deduct your instalment premium each month from your nominated bank account or credit card on the day of the month shown on your policy schedule as your payment date (or the next business day if your payment date falls on a weekend or public holiday in any given month).

When **you** renew **your** policy, **we** will continue to deduct **your** instalment **premiums** for **your** renewed policy on the same day of the month, unless **you** tell **us** otherwise.

Further details of your instalments are shown on your policy schedule.

If any instalment **premium** is dishonoured for any reason, **we** will notify **you** and/or **your** intermediary and provide details on:

- any actions required by you; and
- when we will next attempt to deduct that instalment premium.

After three unsuccessful attempts to deduct a given instalment **premium**, **we** may cancel this policy. **We** will send a notice to **you** and/or **your** intermediary with details of the action **we** intend to take and the date of cancellation.

In the event that **you** fail to make any of **your** instalment **premium** payments when they are due, **you** may be responsible for any administration or dishonour fees which may be charged by **your** financial institution.

We are entitled to deduct any unpaid **premium** instalments from any amount we pay under a total loss claim.

We may not pay a claim under this policy if, at the time the claim occurred, any instalment of **premium** has remained unpaid for 14 days or more.

You must tell us if your nominated bank account or credit card details change. To ensure your cover is not affected, you must do this no later than 7 days before your next instalment is due.

If **your** policy has been included as part of a 'package' of **BZI** policies then the instalment **premiums** for all policies on that package will be combined and one instalment will be collected on each instalment date. The details of the combined instalment schedule for the package will be shown on **your** package schedule which **your** intermediary should provide to **you**.

If an instalment for a package is dishonoured for any reason then the approach detailed above will apply to all policies in that package. In particular, after three unsuccessful attempts to deduct a given instalment **premium** for a package, **we** may cancel all policies in the package. **We** will send a notice to **you** and/or **your** intermediary with details of the action **we** intend to take and the date of cancellation.

#### About your sum insured

Your buildings sum insured and/or contents sum insured are shown on your policy schedule. For contents cover the general contents sum insured on your policy schedule represents the nominated sum insured for contents excluding any specified valuable items added under the optional cover 'Specified valuable items' (see page 46) which if purchased will be shown separately.

Please check that **your** sum insureds are adequate to cover **you** for the replacement value of **your buildings** and/or **contents**, and review them whenever **your** circumstances change (for example, after renovations to **your buildings** or purchasing new **contents** items). If **you** have any questions regarding the adequacy of **your** sum insureds, please contact **your** intermediary.

The sum insured values that you choose should exclude GST.

During each **period of insurance** the sum insured for **buildings** and/or general **contents** will be automatically increased by 0.5% per month (6% per annum) until the end of the **period of insurance**. The sum insureds after this adjustment represent the most **you** can claim for any one incident unless stated otherwise in this PDS. This is prior to the application of any 'additional benefits' or 'additional covers' which may be applicable to the claim.

Your buildings sum insured and/or general contents sum insured will be automatically adjusted at renewal, if renewal is offered, to take into account various factors including inflationary trends. If you need to change the value associated with any specified valuable items (see page 46), please inform your intermediary.

## About making a claim

#### How to make a claim

If **you** need to make a claim under this policy, please contact **your** intermediary to assist **you** in lodging the claim with **us**.

Alternatively, if it is an emergency outside business hours or **you** would like to lodge the claim with **us** directly, please use one of the following methods to do so:

- phone us on 1300 253 692 or +61 2 9301 8018 (if dialling from overseas); or
- register your claim online at www.bzi.com.au/newclaim and our claims staff will contact you.

#### What you must do

As soon as **you** are aware of any circumstances that are likely to result in a claim under this policy, **you** must:

- take any reasonable steps to reduce the damage and avoid any further loss;
- inform the police promptly if property is lost, stolen or subject to malicious damage or vandalism; and/or
- keep any damaged property for which you intend to make a claim (so that we may inspect it). If your claim is for a total loss, we will give fair consideration to any extenuating circumstances.

#### What you must not do

If you believe that you are likely to make a claim under this policy, you must not:

- carry out any repairs without our authority, except in the case of an emergency where you are
  required to prevent further loss or damage to your buildings and/or contents as a result of that
  emergency, in which case we give you the authority to arrange reasonable emergency repairs on
  our behalf;
- admit responsibility for any loss, damage or destruction, if another person's property is involved;
- make any false statements in connection with your policy or any claim you make;
- negotiate a reduced settlement with another person for damage they have caused.

If **you** do not follow these steps, **we** can reduce any claim by an amount that fairly represents the extent to which **our** interests have been prejudiced.

#### Excesses

For each of the available covers, an **excess** may apply. An **excess** is not an additional fee charged by **us** at the time of making a claim. Rather, it is the uninsured first portion of a loss for which **you** are otherwise covered for under the policy's terms.

Details of the **excess** amounts and circumstances in which they will be applied are set out in the definition of **excess** (see 'Definitions' section beginning on page 65) and the relevant section of this PDS that explains the cover **we** provide.

If a single event results in claims to both **buildings** and **contents**, **you** will only be required to pay one amount of basic **excess** – that which is the greater of the applicable **excesses**.

The amount of any excess you will be required to pay will appear on your policy schedule.

If an **excess** applies to **your** claim, **you** will need to pay it to **us** when **we** request it, and no later than when **we** are finalising the processing of **your** claim.

Page 12

#### How we settle your claim - buildings

When **your buildings** are destroyed or damaged during the **period of insurance we** will ordinarily pay for the cost of repair or replacement with new material.

We may not always be able to repair or replace your buildings, for example:

- if the materials needed for the repair or rebuild are not readily available;
- if the repair or rebuilding cannot commence for a significant amount of time; for example, due to availability of service providers;
- if the pre-incident condition of the buildings prevents us from repairing or rebuilding them; or
- if the event insured under this policy makes the land unsafe to build on; for example, after an earthquake.

In such situations, we will pay the **cash settlement value** in respect of **your** claim or part of it. See page 65 for what **cash settlement value** means.

If **you** request a cash settlement instead of the repair or replacement of **your buildings**, **we** will have regard to the circumstances of **your** claim and consider any preference **you** may have. If **we** agree, **we** will pay the **cash settlement value**. For example, when **you** confirm to **us** that **you** will not rebuild **your** home.

If the damage to **your buildings** requires them to be rebuilt, and **you** tell **us you** would prefer to rebuild at a different site and **we** agree to manage **your** claim on that basis, then **our** agreement will be on the following conditions:

- we will not pay more than the cost that we would have incurred if reinstatement of your buildings that are damaged had taken place at the location where the damage happened; or
- if the actual cost of rebuilding is less than the cost of reinstatement at the location where the damage happened, then **our** payment is limited to the actual cost of rebuilding.

Any rebuilding or repairing of **your buildings** must commence within 6 months of the date that the destruction or damage occurred. If it does not commence within 6 months (or any other period which **we** agree with **you** in writing) **you** may have to pay any increase in cost caused by the delay. In the case of building works **you** may need to enter a separate domestic building contract with the repairer.

**We** will pay for the damaged portion of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the damage occurred. **We** will not pay any costs for replacing undamaged property.

We will take reasonable steps to attempt to match any material used to repair **your buildings** with the original materials, however if **we** are unable to do so **we** will use the nearest equivalent available to the original materials. However, in situations where:

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

then we will replace both the damaged and undamaged material.

#### How we settle your claim - contents

When **your contents** are destroyed, lost or damaged during the **period of insurance we** will decide which of the following **we** will do to settle **your** claim:

- repair the contents item(s) to the condition it was in immediately before it was destroyed, lost or damaged;
- replace the contents item(s) with the nearest equivalent new item; or
- pay you the cash settlement value of the replacement or repair. See page 65 for what cash settlement value means.

The situations when **we** may choose to pay **you** the **cash settlement value**, instead of repairing or replacing **your contents**, include:

- if parts needed for the repair are not readily available in Australia;
- if an item that is being replaced is not readily available in Australia; or
- if the repair or replacement will take a significant amount of time; for example, due to unavailability of service providers.

In such situations, we will pay the cash settlement value in respect of your claim or part of it.

If **you** request a cash settlement instead of the repair or replacement of **your contents**, **we** will have regard to the circumstances of **your** claim and consider any preference **you** may have. If **we** agree, **we** will pay the **cash settlement value**.

As noted in the additional benefit 'Environmental improvements' on page 38, if **we** have agreed to replace any refrigerators, washing machines, clothes dryers or dishwashers that have been lost or damaged, **we** will replace them with items that have at least a 3-star energy rating regardless of whether the original item had such a rating.

We will pay for the cost of replacing any damaged:

- carpets;
- wall, floor and ceiling coverings; and
- internal blinds and curtains;

but only in the room, passage or hall where your contents were destroyed, lost or damaged.

When a destroyed, lost or damaged item of **your contents** is part of a pair, **set** or **collection**, **we** will only pay for the value of the destroyed, lost or damaged item itself, unless you have chosen to specify that pair, **set** or **collection** as a 'valuable item' (see optional cover 'Specified valuable items' beginning on page 46). If the item is not specified like this, then the most **we** will pay is the value that the item has as a proportion of the combined pair, **set** or **collection**. **We** will only pay the cost of replacing the item even though the pair, **set** or **collection** to which it belongs is less valuable because it is incomplete.

#### Assisting us with your claim

You or the claimant under this policy must reasonably assist us with managing the claim. This includes providing us with the information, co-operation and assistance that we reasonably require. That may include attending one or more interviews at our reasonable direction.

If **you** or the claimant under this policy fail to reasonably assist **us** with the claim, **we** may reduce or refuse to pay it.

Page 14

#### After your claim is accepted

After **we** have paid a claim under **your** policy, either in total or in part, **we** have the right to take over any legal right of recovery which **you** or a claimant under this policy have. If **we** do this, it will be for **our** benefit and at **our** expense (if **you** have been fully reimbursed). **You** or they must provide **us** with reasonable co-operation. For example, **you** or they must not limit or restrict **your** rights of recovery against any third party without **our** prior written consent.

We have the right to keep any damaged property we have paid for under your policy, including any proceeds if the items are sold.

If **we** recover more than the amount **we** paid **you** or the claimant under this policy, **we** will pay **you** or them the balance after deducting any expenses incurred by **us** in undertaking the recovery.

If any person compensates **you** or them for the insured damage of any property for which **we** have paid a claim, **you** or they must reimburse **us** for that payment. **You** or they must do this promptly after the compensation payment is made.

#### Reinstatement of cover following a claim

If **you** have a **buildings** or **contents** claim that does not result in **us** paying **you** the full amount of the **buildings** sum insured or general **contents** sum insured respectively, **your** cover for the insured property will continue up to the sum insured shown on **your policy schedule** (including the adjustments in the 'About your sum insured' section beginning on page 11).

If **you** have a claim for **your contents** that results in **us** paying **you** the general **contents** sum insured, the cover for **your contents** will end. However, **we** will provide temporary cover for **contents** for a sum insured of **\$5,000** for 3 months from the date of the destruction, loss or damage that resulted in that claim.

If **you** have a claim for **your buildings** that results in **us** paying **you** the sum insured, the cover for **your buildings** will end but liability cover will remain in force until the expiry date of the policy. However, liability cover in relation to **your buildings** formerly occupied by **you** will continue until the earliest of the expiry of **your** policy and:

- any construction commencing at the insured address;
- the sale of the insured address or any part of it;
- another policy that includes equivalent liability cover being taken out by you in relation to the insured address;
- the commencement of construction of a building to replace the insured **buildings** at another site; or
- 6 months from the date of the destruction, loss or damage that resulted in that claim.

#### Lifetime guarantee on building repairs

If **you** have a **buildings** claim then **we** guarantee that if a defect arises in **your buildings** as a result of poor quality workmanship or poor quality materials when **we** replace, repair or rebuild **your buildings**, provided that **we**:

- have directly authorised and managed the replacement, repairs or rebuilding; and
- have paid, or have a legal liability to pay, the supplier, repairer or builder directly for this work;

then **we** will rectify the problem by authorising, managing and paying for further replacement, repair or rebuilding. **We** will, at **our** discretion, decide what needs to be done to rectify the problem.

This guarantee does not apply to:

- replacement, repairs or rebuilding that you arrange, authorise or make yourself (this applies even if we give you or your supplier, repairer or builder a payment for all or part of the repair cost);
- loss, damage or failure of any electrical or mechanical appliances or machines that form part of your buildings; or
- wear and tear consistent with normal gradual deterioration of your buildings (e.g. paint peeling
  off as part of its normal life cycle, wood rotting from moisture in the air or ground, roofs
  weathering or a hot water system leaking as a result of normal gradual deterioration).

#### **Claims examples**

Below are some examples of claim scenarios that are included here to show how a claim payment might typically be calculated. These examples are a guide only and do not cover all of the potential scenarios or all benefits that may be paid under this policy. They do not form part of the terms and conditions of **your** policy.

All dollar figures shown in these claim examples, except for **excesses**, include GST and are in Australian dollars. Each example also assumes the claimant has not claimed any input tax credits for the GST collected on their **premium**. That is, the claimant holds a 0% input tax credit entitlement under GST law.

**BZI** will determine actual claims payments on an individual basis taking into consideration the facts applicable to the claim and **our** assessment of any loss, damage or liability, as well as the coverage, exclusions and **excesses** set out in this policy and on **your policy schedule**.

#### Example 1 - partial loss to buildings and contents

You have **your buildings** and **contents** insured under a **BZI** Home Buildings and Contents Accidental Damage policy, with the following details:

•	Buildings sum insured:	\$600,000
•	General contents sum insured:	\$120,000
•	Buildings excess:	\$1,000
•	Contents excess:	\$500

A few months into the **period of insurance**, there is a major bushfire event that results in damage to some of **your buildings** and some of **your contents** at the **insured address**.

We assess the claim and determine that it will cost the following amounts which include GST:

- the cost to rebuild the **buildings** will be \$350,000;
- it will cost \$50,000 to remove the debris;
- architect's fees will be \$30,000;
- temporary accommodation whilst rebuilding takes place will be \$35,000;
- the general contents damaged or destroyed are valued at \$60,000.

How much we pay		Explanation
Cost to rebuild your buildings	\$350,000	The <b>buildings</b> sum insured is sufficient to cover the cost of rebuilding without the need to rely on the 30% sum insured safety net.
Removal of debris	\$50,000	Paid in addition to the <b>buildings</b> sum insured.
Architect's fees	\$30,000	Paid in addition to the <b>buildings</b> sum insured.
Temporary accommodation	\$35,000	Paid in addition to the <b>buildings</b> sum insured.
Replacement cost for <b>contents</b>	\$60,000	Based on the assessment of the value of the <b>contents</b> damaged or destroyed.
Less <b>excess</b> payable	-\$1,000	Only one <b>excess</b> is payable, the higher of the <b>buildings</b> and <b>contents excesses</b> .
Total of claim payments	\$524,000	

#### Example 2 - theft of valuable item

**Your contents** are insured under a **BZI** Home Buildings and Contents Accidental Damage policy. **You** have a watch with a retail valuation of \$15,000 and because there is a 'flexible limit' of \$10,000 per item for jewellery and watches **you** have chosen to list it is a 'specified valuable item' on **your** policy with \$15,000 as the specified value (as detailed on **your policy schedule**).

During a burglary at **your** property the watch is stolen.

How much we pay		Explanation
Cost to replace <b>your</b> watch	\$13,000	We organise for the replacement of <b>your</b> watch through a reputable jeweller and pay them \$13,000 (including GST) for the replacement. As an insurance provider, we are able to obtain a wholesale discount of \$2,000 on this occasion.
Less <b>excess</b> payable	-\$200	This is the <b>excess</b> payable under the 'specified valuable items' optional cover.
Total of claim payments	\$12,800	

#### Example 3 – legal liability

Your buildings are insured under a BZI Home Buildings and Contents Accidental Damage policy with a standard excess of \$1,000.

At a social gathering at **your** property one of **your** guests trips over an uneven tile in **your** backyard and unfortunately breaks their leg. They make a claim for loss of wages for an 8-week period and some out of pocket expenses. After **we** assess the circumstances behind the claim **we** determine that **you** are legally liable for this claim and that the amount **you** are liable for is \$12,000.

How much we pay		Explanation
Total amount of claim	\$12,000	Paid to the injured party.
Less <b>excess</b> payable	-\$0	No <b>excess</b> is payable because the claim is only under the 'Legal liability' cover.
Total of claim payments	\$12,000	

#### **Goods and Services Tax**

You must advise us of your correct input tax credit percentage (your entitlement to GST credits on the insurance **premium**), where you are GST registered as a business and have an Australian Business Number.

We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium.

The sum insured values that **you** choose should exclude GST and all dollar amounts in this PDS are exclusive of GST unless stated otherwise.

In the event of a claim, if **you** are not registered for GST, **we** will reimburse **you** the GST component, in addition to the amount **we** pay **you**. If **you** are registered for GST the amount that **we** are liable to pay under this policy will be reduced by the amount of any input tax credit that **you** are or may be entitled to claim for the supply of goods or services covered by that payment.

If **you** are unsure about the taxation implications of this policy, **you** should seek advice from **your** accountant or tax professional.

## **Privacy**

#### How BZI manages your personal information

BZI complies with Australian privacy law, including the Privacy Act 1988 (Cth).

#### How we collect your details

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

Before giving **us** personal information about another person, please make them aware of this privacy notice or refer that person to **our** Privacy Policy which is referred to below.

#### Why we collect, use and disclose your details

We collect, disclose and handle information, and in some cases personal or sensitive information, about **you** ('your details') to assess applications, administer policies, contact you, enhance our products and services and manage claims ('purposes'). If you do not provide your information, we may not be able to provide you with our services or do those things listed above. By providing us, our representatives or your intermediary with your details, you consent to us using, disclosing to third parties and collecting from third parties your details for the purposes.

Laws authorising or requiring **us** to collect information include the Insurance Contracts Act 1984, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 and other financial services, crime prevention, trade sanctions and tax laws.

#### Who we may disclose your details to (including overseas disclosure)

We may disclose **your details** for the **purposes** noted above to relevant third parties including **your** intermediary, affiliates of **BZI**, Youi, other insurers and reinsurers, **our** service providers, **our** business partners, health practitioners, **your** employer, parties affected by claims, people investigating or assisting **us** in claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

**BZI**'s Privacy Policy, available at www.bzi.com.au, provides further information and lists service providers, business partners and countries in which recipients of **your** details are likely to be located. It also sets out how **we** handle complaints and how **you** can access or correct **your** details or make a complaint.

#### How Youi manages your personal information

**Your** privacy and the security of **your** personal information is extremely important to Youi. Youi is committed to protecting the privacy of **your** personal information and handling it in a responsible manner in accordance with Australian privacy law, including the Privacy Act 1988 (Cth).

Youi collects personal information when **you** deal with them, their agents and other companies in their business group, as well as suppliers that act on Youi's behalf. Youi uses **your** personal information so that it can do business with **you**. That includes issuing and administering Youi's products and services and claims.

Youi may send **your** personal information overseas. The locations they send it to can vary but include New Zealand and South Africa. For more detail about how Youi handles **your** personal information, read Youi's Privacy Policy at youi.com.au or call Youi on 13 YOUI (9684) for a free copy.

It's up to **you** whether **you** provide **your** personal information to Youi, but if **you** don't Youi might not be able to do business with **you**, and that could include paying a claim.

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

The **insurer** is a signatory to the General Insurance Code of Practice (**'Code'**) and **BZI** also proudly supports the **Code**.

The **Code**, which is written in plain English, sets out the standards that general insurers must meet when providing services to their customers, such as being open, fair and honest.

It also sets out timeframes for insurers to respond to claims, complaints and requests for information from customers.

The **Code** covers many aspects of a customer's relationship with their insurer, from buying insurance to making a claim, to providing options to those experiencing financial hardship or vulnerability, to the process for those who wish to make a complaint. **We** encourage **you** to tell **us** if **you** are experiencing vulnerability, so that **we** can best assist **you**.

A copy of the General Insurance Code of Practice can be found at www.codeofpractice.com.au.

## Complaints

If **you** have a complaint about this product or about a service **you** have received from **us**, please contact **your** intermediary to initiate the complaint with **us**. If **you** are unable to contact **your** intermediary, **you** can contact **us** directly on 1300 171 531 or via compliance.manager@bzi.com.au.

We will respond to **your** complaint within 15 working days. If **you** are not satisfied with **our** response, **you** may have the matter reviewed through **our** internal dispute resolution process, which is free of charge. We will provide **you** with the outcome of the dispute resolution process within 30 calendar days after receiving the complaint.

If **you** are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, **you** may refer the matter to the Australian Financial Complaints Authority (**AFCA**). **AFCA** provides fair and independent financial services complaint resolution that is free to **you** for matters falling within **AFCA's** Rules.

Their contact details are:

Website:	www.afca.org.au
Email:	info@afca.org.au
Free call:	1800 931 678
In writing to:	The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001

#### **Financial claims schemes**

The **insurer** of this policy, Youi, is an insurance company authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. As such, they are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (**APRA**).

This policy may be a protected policy under the Federal Government's Financial Claims Scheme (FCS) which is administered by **APRA**.

The **FCS** may apply in the event that a general insurance company becomes insolvent. If the **FCS** applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the **FCS**. Access to the **FCS** is subject to eligibility criteria.

Further information about the FCS can be obtained at www.fcs.gov.au.

## **Confirmation of transactions**

If **you** need to clarify any of the information contained in this PDS, wish to confirm a transaction or **you** have any other queries regarding **your** policy, **your** first point of contact is **your** intermediary. However, if **you** would also like to contact **us** directly, please use the contact details on the back cover.

## **BENEFITS SUMMARY**

Below is a summary of the coverage and benefits available under this policy, as well as optional covers that **we** may provide **you** the ability to add to **your** policy.

Please refer to the whole of this PDS, **your policy schedule**, and any other documents that make up **your** policy for full details and applicable terms and conditions, limits and exclusions.

Cover		Buildings	Contents
Accidental destruction, loss,		🗹 Up to <b>buildings</b> sum	✓ Up to general contents
or damage	Page 32	insured (SI) if selected	SI if selected
Additional benefits		Buildings	Contents
Sum insured	<b>D</b>	🗹 Up to 30%	×
safety net	Page 34	of <b>buildings</b> SI	
Removal of debris	Page 34	Reasonable costs	Reasonable costs
Rebuilding fees	Page 35	🗹 Reasonable costs	×
Meeting building regulations		🗹 Up to 20%	×
	Page 35	of <b>buildings</b> SI	
Temporary accommodation	_	🗹 Up to 20%	×
for home owners	Page 35	of <b>buildings</b> SI	
Temporary accommodation for	D 00	×	🗹 Up to 20% of
tenants/strata title owners	Page 36		general <b>contents</b> SI
Plants, trees & shrubs	Page 36	Reasonable costs, up to	×
	Fage 50	\$5,000 for storm/flood	
Prevention of further loss or damage	Page 36	Reasonable and	Reasonable and
Locating the source of	rage 50	necessary costs	necessary costs
escaped liquid	Page 37	Reasonable costs	Reasonable costs
Mortgagee discharge costs	Page 37	✓ Reasonable costs	×
Replacing important documents	Page 37	Reasonable costs	Reasonable costs
Storage of		×	<b>V</b> p to 20% of
undamaged <b>contents</b>	Page 38		general <b>contents</b> SI
Building materials	Page 38	<b>V</b> p to \$2,000	X
Environmental improvements	Page 38	☑ Up to \$5,000	☑ 3 star+ appliances
Claim preparation fees	Page 38	☑ Up to \$5,000	☑ Up to \$5,000
Excess waiver for total loss	Page 39		
Counselling	Page 39	<b>V</b> p to \$2,000	<b>V</b> p to \$2,000
Funeral benefit	Page 39	☑ Up to \$15,000	🗹 Up to \$15,000

Additional benefits (continued)		Buildings	Contents
Modifications to the home	Page 39	<b>V</b> p to \$25,000	<b>V</b> p to \$25,000
Paraplegia, quadriplegia, permane		✓ \$15,000 benefit	✓ \$15,000 benefit
total disablement benefit	Page 39		
Additional covers		Buildings	Contents
Mechanical/electrical breakdown			
Pet cover	Page 41	🗹 Up to \$2,000	🗹 Up to \$2,000
Keys and locks	Page 41	🗹 Reasonable costs	Reasonable costs
Food & medication spoilage	Page 41	×	Measonable costs
Selling <b>your</b> home	Page 41		X
Fire brigade attendance fees	Page 41	🗹 Up to \$2,000	🗹 Up to \$2,000
Security attendance fees	Page 42	×	<b>V</b> p to \$2,500
Denial of access	Page 42	🗹 Up to 90 days	🗹 Up to 90 days
Permanently moving your		X	🗹 Up to
contents to a new address	Page 42		general <b>contents</b> SI
Purchasing a new home	Page 42	🗹 Up to 30 days	×
Contents at your new address	Page 43	×	🗹 Up to 180 days
Identity theft	Page 43	X	🗹 Up to \$5,000
Theft of financial cards	Page 44	X	🗹 Up to \$5,000
Contents of invited guests	Page 44	X	🗹 Up to \$5,000
Tax audit	Page 45	🗹 Up to \$5,000	🗹 Up to \$5,000
Optional covers		Buildings	Contents
Specified valuable items	Page 46	×	Optional Up to specified value
Home business extension	Page 47	×	Optional
Legal Liability		Buildings	Contents
Cover for legal liability	Page 51	☑ Up to \$30 million	🗹 Up to \$30 million
Defence costs	Page 53		
Expenses incurred		🗹 Up to \$250 per day,	🗹 Up to \$250 per day,
in attending court	Page 54	\$5,000 in total	\$5,000 in total
Motor vehicle liability	Page 54	☑ Up to \$30 million	☑ Up to \$30 million
Committee members of		<b>V</b> Up to \$10,000	<b>V</b> p to \$10,000
sporting or social clubs	D		
or community organisations Home business extension	Page 55	<b>u</b>	Ontional
	Page 55	×	Optional

## WHO WE COVER

In this policy you/your means:

- you all the people named as the insured on your policy schedule; and
- members of your family that normally live with you at the insured address.

Family means:

- your spouse, partner or de facto;
- your parents, parents-in-law, and grandparents;
- **your** children, grandchildren, brothers and sisters, including their respective spouse, partner or de facto; and
- the children, parents, parents-in-law, grandparents, grandchildren, brothers and sisters of your spouse, partner or de facto.

If **you** live with people that are not part of **your family** (for example, **your** friends) **we** only cover them, to the extent their property is insured under this policy, if they are named as an insured on **your policy schedule**.

If the insured on **your policy schedule** is a company, trustee of a trust or body corporate, then **you/your** means:

- that company, trustee or body corporate;
- the following if they normally live at the insured address:
  - that company's director, that company's owner or that trust's beneficiary; and
  - their respective **family** members.

## WHERE WE COVER

#### Cover at the insured address

Your buildings and/or contents are covered at the insured address, as shown on your policy schedule. If you have contents cover, your contents items are covered while they are inside a building that is fully enclosed at the insured address.

They may be covered in the open air at the **insured address** or away from the **insured address** subject to the limitations and exclusions in the 'Contents in the open air', 'Contents in storage' and 'Contents away from your insured address' sections below.

#### Contents in the open air

If you have contents cover, your contents items are covered while they are in the open air at the insured address.

The most **we** will pay for **contents** in the open air in any one claim is the general **contents** sum insured shown on **your policy schedule**.

#### **Contents in storage**

If **you** have **contents** cover, **your contents** items will be covered whilst stored in a secure commercial storage facility in Australia, provided the commercial storage facility is:

- fully enclosed; and
- lockable; and
- only accessible by you or someone authorised by you.

#### Contents away from your insured address

If you have contents cover, your contents items are covered while they are away from your insured address, anywhere in Australia or New Zealand whilst temporarily removed, or anywhere in the rest of the world for up to 180 consecutive days.

The following **contents** items are not covered while they are temporarily away from the **insured address**:

- goods that you use for earning your income; or
- office and surgery equipment that you use for earning your income;

unless the 'Home business extension' optional cover has been added to the policy in which case **tools of trade and equipment** may be covered while temporarily away from the **insured address** (see page 47). **Your contents** are not covered if they:

- are in transit during a permanent removal, unless we have agreed to cover them under the additional cover 'Permanently moving your contents to a new address' (see page 42); or
- have been removed permanently from your insured address other than:
  - sporting equipment that is stored within a club room;
  - contents stored in a bank safe deposit box; or
  - personal belongings of a student including sporting equipment whilst you are away from home attending school, college or university.

## **BUILDINGS COVER**

## What are buildings

Only the following items at the insured address are included in the definition of buildings:

- residential buildings you live in including any professional offices or surgeries in those buildings;
- domestic outbuildings, including garages, carports and sheds;
- fixed coverings to walls, floors (including installed floating floorboards) and ceilings. These do not
  include fixed carpets, curtains or internal blinds, unless you are the contracting seller or
  purchaser of the buildings, in which case these items will be deemed buildings until settlement;
- infrastructure for services, including infrastructure for the supply of electricity, gas, water, the internet and telephone;
- items built in, or fixed to, or on, the buildings such as built-in wardrobes, kitchen cupboards and permanently connected appliances;
- blinds or awnings on the outside of the buildings;
- landscaping, paved terraces, paved pathways and paved driveways (excluding gravel driveways), retaining walls, fences and gates entirely or partly at the **insured address**;
- jetties, wharfs, pontoons and moorings, used for domestic purposes only, where:
  - they are located within the boundaries of the insured address; or
  - part of their structure begins or terminates on the insured address; or
  - you are legally responsible for them and they are within 200m of the insured address; and
- anything permanently built, permanently constructed or permanently installed on your property for domestic purposes, including in ground swimming pools and spas (and their fixed accessories), tennis courts, decks, pergolas, clothes lines, play equipment, and fixed rainwater tanks, solar panels or hot water systems.

## What are not buildings

The following items at the insured address are not included in the definition of buildings:

- property that a tenant is liable for under the terms of a rental agreement;
- plants, shrubs or trees, except as provided for under the additional benefit 'Plants, trees & shrubs' (see page 36);
- anything defined as contents;
- any temporary or mobile structures, including caravans, houseboats, watercraft or motorised vehicles or craft of any type;
- inflatable or portable swimming pools or spas, or their accessories;
- loose or compacted soil, lawn, grass, artificial grass, gravel, pebbles, rocks or granular rubber;
- a hotel, motel, boarding or guest house; or
- any items which are not expressly set out in the list of 'What are buildings' above.

## **CONTENTS COVER**

#### What are contents

Only the following items are included in the definition of **contents**:

- household goods, including fridges, washing machines and dryers, that are not used for earning income;
- clothes, shoes, manchester and personal effects;
- carpets, rugs, curtains and internal blinds;
- furniture and furnishings, that are not built in;
- artworks such as paintings, prints, pictures, tapestries, antiques, sculptures, ornaments and art objects;
- home theatre equipment such as televisions, projectors and screens;
- office and surgery equipment that you use for earning your income while it is at your insured address;
- portable domestic appliances that are not built in;
- handyman tools and gardening equipment;
- musical instruments, other than those used for earning an income unless the 'Home business extension' optional cover has been added to the policy (see page 47);
- pedal cycles, including whilst in use and when being used for racing or pacemaking;
- sporting equipment (other than pedal cycles) whilst it is not being used;
- swimming pools, saunas and spas, that are not permanently installed;
- unattached accessories for any swimming pools, saunas or spas;
- jewellery and watches. <u>These items are subject to the limits shown below in the 'Contents with</u> <u>flexible limits' section (see page 31)</u>;
- items that contain or are thinly covered with gold or silver that are not jewellery or watches;
- collections, sets and memorabilia, such as medals, stamps, and currency. <u>These items are</u> subject to the limits shown below in the 'Contents with flexible limits' section (see page 31);
- equipment for taking photographs or videos (including accessories and unprocessed film), developing and enlarging photographs, other than those used for earning an income unless the 'Home business extension' optional cover has been added to the policy (see page 47);
- records, CDs, DVDs, cartridges and discs, including computer software and computer games;
- data stored on any computer or related storage device, used for personal use (including the cost
  of restoring the data). <u>These items are subject to the limits shown below in the 'Contents with
  fixed limits' section (see page 30);</u>
- money, bullion and negotiable instruments, such as cash, smart cards, and vouchers. <u>These items</u> are subject to the limits shown below in the 'Contents with fixed limits' section (see page 30);
- tools of trade and equipment used for a business activity but only while they are at your insured address, unless the 'Home business extension' optional cover has been added to the policy (see page 47). This does not include office/surgery equipment. <u>These items are subject to the limits</u> shown below in the 'Contents with fixed limits' section (see page 30);
- unattached accessories and spare parts for the following: motor vehicles, motorcycles, caravans, trailers, watercraft, golf buggies, ride-on mowers, mobility scooters, wheelchairs, surfboards,

sailboards, surf skis and ocean skis, kayaks and canoes, kite surfing equipment and stand up paddleboards. <u>These items are subject to the limits shown below in the 'Contents with fixed limits' section (see page 30):</u>

- landlords' fixtures and fittings that you are liable for under the terms of a rental agreement. We will not cover these fixtures and fittings if the body corporate has insured them;
- fixtures and fittings that you have installed for your own use if you are a tenant, or your fixtures and fittings if you are the owner of a strata title unit. We will not cover these fixtures and fittings if the body corporate has insured them;
- motorised golf buggies, ride-on mowers, mobility scooters, wheelchairs and motorcycles (including quad bikes, mini bikes and trail bikes) up to 250cc capacity and which do not require registration, remote controlled model or toy motor vehicles;
- surfboards, sailboards, surf skis and ocean skis, kayaks and canoes, kite surfing equipment, stand up paddleboards;
- watercraft no more than four metres long and which do not require registration under state or territory law; and
- remote controlled model or toy aircraft with a wingspan up to 1.5 metres, including drones that weigh less than 50kg and are not used for commercial purposes.

#### What are not contents

The following items are not included in the definition of **contents**:

- unset precious or semi-precious stones;
- plants or trees growing outdoors. This does not include plants or trees growing in pots or tubs;
- animals, including birds or fish;
- equipment for taking photographs or videos, including accessories and unprocessed film, while they are being used to earn an income, unless the 'Home business extension' optional cover has been added to the policy (see page 47), in which case they are included within the definition of 'What are contents';
- musical instruments used for earning an income, unless the 'Home business extension' optional cover has been added to the policy (see page 47), in which case they are included within the definition of 'What are contents';
- sporting equipment (other than pedal cycles) while it is being used;
- motorcycles requiring registration;
- motor vehicles, motorcycles exceeding 250cc capacity, motorised go-karts, caravans, trailers or aircraft other than model or toy aircraft or drones that weigh less than 50kg and are not used for commercial purposes;
- motorcycles while they are used for competitive racing or pace-making;
- watercraft more than four meters long;
- watercraft less than four meters long that require registration under state or territory law;
- personal watercraft (for example, jet skis);
- the key or entry device for any motor vehicle or motorcycle;
- unfixed building materials, such as bricks, tiles or timber, except to the extent covered under the additional benefit titled 'Building materials' on page 38;

- electrical or electronic items that are no longer able to be used for the purpose they were intended;
- anything defined as **buildings**;
- any item which is legally part of a unit building according to the relevant state or territory strata law; or
- any items which are not expressly set out in the list of 'What are contents' above.

## The most we will pay for contents claims

#### **Contents with fixed limits**

**Contents** items shown in the following table have fixed limits which determine the most **we** will pay for those items.

These limits cannot be increased.

Contents item	Fixed limit	
Tools of trade and equipment used for earning an income	\$10,000 or \$50,000 with the 'Home business extension' optional cover (see page 47)	
Money, bullion and negotiable instruments (such as cash, smart cards or vouchers)	<b>\$2,000</b> or <b>\$5,000</b> at the <b>insured address</b> with the 'Home business extension' optional cover (see page 47)	
Data stored on any computer or related storage device, used for personal use	<b>\$2,000</b> in total	
Unattached accessories or spare parts for: motor vehicles or motorcycles caravans or trailers watercraft golf buggies ride-on mowers mobility scooters wheelchairs surfboards sailboards surf skis or ocean skis kayaks or canoes kite surfing equipment stand up paddleboards	\$2,000 per item \$4,000 in total	

#### **Contents with flexible limits**

**Contents** items shown in the following table have flexible limits which determine the most **we** will pay for those items unless **you** have asked **us** to increase the limit, and **we** have agreed and provided **you** with an updated **policy schedule**. Please refer to the optional cover 'Specified valuable items' on page 46 for more details on increasing limits.

When you ask us to increase the limit for any of these items:

- we may ask for, and you will need to pay us, an additional premium;
- they will be shown on your policy schedule as 'Specified valuable items'; and
- your policy schedule will show the specified value each item is insured for this value is the most we will pay for that item.

If **you** do not ask **us** to increase the limit for any of these items then the limits in the table below will apply.

Contents item	Flexible limit
Jewellery and watches	\$10,000 per item, pair, <b>set</b> \$50,000 in total
<b>Collections</b> , <b>sets</b> and memorabilia (such as medals, stamps and currency)	\$10,000 per item, collection, set \$50,000 in total

## WHAT YOU ARE COVERED FOR

## What you are covered for - buildings or contents

If you select cover:

- only for your buildings, the cover provided under this policy for destruction, loss or damage does not apply to any contents; or
- only for your contents, the cover provided under this policy for destruction, loss or damage does not apply to any buildings.

Your policy schedule will show if you have buildings and/or contents cover.

Subject to the terms, conditions, limits and exclusions of the policy, **your buildings** or **contents**, as shown on **your policy schedule**, will be covered if they are accidentally destroyed, accidentally lost or accidentally damaged during the **period of insurance**.

However, in certain circumstances the cover will only apply when specific conditions are met:

Landslide or subsidence

The cover for landslide or subsidence only applies if the loss or damage occurs within **72 hours** of, and as a direct result of, one of the following:

- storm including rainwater, hail, snow or wind;
- flood;
- earthquake or tsunami;
- explosion; or
- escape of liquid from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or drain.
- Unoccupied buildings

You are not covered for destruction, loss or damage if the **buildings** at the **insured address** have not been **occupied** for a continuous period of **100 days** or more, unless the destruction, loss or damage is a direct result of:

- earthquake or tsunami;
- lightning or thunderbolt;
- riot or civil commotion; or

 impact by a vehicle, aircraft, watercraft, space debris, rocket, satellite or a tree branch; however we will not cover any subsequent resultant damage (for example, water entering the buildings following earthquake damage) unless reasonable steps have been taken to prevent subsequent and resultant damage.

If the **buildings** at the **insured address** are not going to be **occupied** for more than **100 days** then **you** can ask **us** to provide cover and if **we** agree to do so **we** will advise **you** in writing.

The cover that is provided under this policy should also be considered in conjunction with the 'What you are not covered for – buildings or contents' section (page 33) and the 'General exclusions' section (beginning on page 62).

#### What you are not covered for - buildings or contents

In addition to the 'General exclusions' section (beginning on page 62) **we** will not provide cover for **your buildings** or **contents**, when they are destroyed, lost or damaged by any of the following events:

- landslide or subsidence, except as described in the 'What you are covered for' section above;
- erosion;
- settling, shrinkage or any movement of the earth;
- water entering the building through any opening made for the purposes of building repairs or renovation;
- rust, corrosion, gradual deterioration, depreciation, wear or tear;
- insects, vermin or rodents, however we will cover any resulting damage from a fire or escape of liquid that is caused by them;
- roots from trees, plants, shrubs or grass. However, this exclusion only applies to damage caused directly by the roots. For example, if tree roots damage and block a pipe, we will pay for the resultant damage to the **buildings** caused by the water overflowing into the **buildings**. We will not pay for the damage to the pipe;
- gradual or repeated exposure to smoke or fire;
- any process of cleaning involving the use of chemicals other than domestic household chemicals;
- a defect in an item, structural fault, poor or faulty design specification, materials, planning or workmanship. We will not apply this exclusion to resultant damage that is otherwise covered under this policy, where you were not and could not have been reasonably aware of the problem leading up to the incident. We will not pay the cost of the rectification of the defect, structural fault, design fault, material or planning itself. Once you are aware of the problem, you need to fix it within a reasonable time period; failing which, we may not accept any future claims caused by the same or related problem. A reasonable time period depends on a number of factors, including the scope of the required repairs and the availability of repairers in your area;
- malicious damage or vandalism by your tenant;
- theft by your tenant;
- deliberate or intentional acts by your tenant;
- mechanical or electrical breakdown unless covered under the additional cover 'Mechanical or electrical breakdown' on page 40. However, this exclusion does not apply to the resultant loss or damage to **your buildings**.

## **ADDITIONAL BENEFITS**

If we accept your claim for your buildings or contents being accidentally destroyed, accidentally lost or accidentally damaged during the **period of insurance**, we will also provide the following additional benefits. These additional benefits will be paid in addition to the **buildings** or general **contents** sum insureds shown on **your policy schedule**, up to the limits shown below for each of the additional benefits.

There are some things which are excluded under these additional benefits and these are shown below. In addition, the terms in the 'General exclusions' section beginning on page 62 should also be referred to when determining whether any additional benefit will be paid.

## Sum insured safety net

If you have cover for your buildings and:

- they are accidentally destroyed or accidentally damaged; and
- we determine that the cost of repairing or replacing your buildings exceeds the buildings sum insured shown on your policy schedule;

then we will pay up to 30% more than the buildings sum insured to either:

- repair or replace your buildings; or
- pay the cash settlement value if we agree to pay it.

This additional benefit does not change the **buildings** sum insured that is used in determining any other additional benefit or additional cover – they will be calculated based on the **buildings** sum insured shown on **your policy schedule**.

You must ensure that if you make any changes to your buildings such as renovations to increase their size or quality, then the **buildings** sum insured on your policy is updated to reflect these changes.

## **Removal of debris**

If **you** have cover for **your buildings** and they are accidentally destroyed or accidentally damaged then **we** will pay the reasonable costs to:

- make the insured address safe (such as temporary fencing to restrict access); and/or
- demolish, remove and dispose of any building debris that was caused by it being accidentally destroyed or accidentally damaged.

If **you** have cover for **your contents** and they are accidentally destroyed, accidentally lost or accidentally damaged, **we** will pay the reasonable costs to:

remove and dispose of any damaged contents items.

## **Rebuilding fees**

If **you** have cover for **your buildings** and they are accidentally destroyed or accidentally damaged then **we** will pay the reasonable costs of:

- fees charged by architects, surveyors or engineers; and
- legal fees or fees charged by statutory authorities, that arise in respect of the reinstatement of your buildings.

## Meeting building regulations

If **you** have cover for **your buildings** and they are accidentally destroyed or accidentally damaged then **we** will pay the reasonable costs to meet current building regulations or laws that are required when they are being rebuilt or repaired.

The most we will pay is 20% of the buildings sum insured shown on your policy schedule.

We will not pay any costs associated with:

- building regulations or laws that were already in place when the **buildings** were originally built, or subsequently altered or renovated; or
- upgrading undamaged parts of **your buildings** to comply with current building regulations or laws.

#### Temporary accommodation for home owners

If you have cover for your buildings and:

- they are accidentally destroyed or accidentally damaged; and
- you are unable to live in the buildings as a result of the destruction or damage;

then we will pay reasonable costs for:

- temporary accommodation for you, your family and any domestic pets that normally resided at the insured address;
- any additional living expenses that we agree are necessary and appropriate (such as mail redirection costs, utility connection costs); and
- any necessary costs to remove and store your contents and then return them to your buildings;

for the period it takes to repair or rebuild your buildings so they can be lived in again.

The most **we** will pay under this additional benefit for any one claim is **20%** of **your buildings** sum insured as shown on **your policy schedule**.

We will not pay temporary accommodation costs if:

- you were not permanently living in the buildings at the time they were accidentally destroyed or accidentally damaged;
- you do not intend to repair or rebuild your buildings; or
- there are unreasonable delays in repairing or rebuilding your buildings that you contributed to.

#### Temporary accommodation for tenants or strata title owners

If you have cover for your contents and:

- the buildings at the insured address are accidentally destroyed or accidentally damaged; and
- you are unable to live in the buildings as a result of the damage;

then we will pay reasonable costs for:

- temporary accommodation (if you own and live in a unit) or extra rent costs (if you are a tenant) for you, your family and any domestic pets that normally resided at the insured address; and
- any additional living expenses that we agree are necessary and appropriate (such as mail redirection costs, utility connection costs); and

 any necessary costs to remove and store your contents and then return them to the buildings; for the period it takes to repair or rebuild the buildings at the insured address so they can be lived in again.

The most **we** will pay under this additional benefit for any one claim is **20%** of **your** general **contents** sum insured as shown on **your policy schedule**.

The amount **we** pay under this additional benefit may be reduced by any amounts that can be recovered for temporary accommodation costs under another insurance policy held by a body corporate or similar common property management entity.

We will not pay temporary accommodation costs if:

- you were not permanently living in the buildings at the insured address at the time they were accidentally destroyed or accidentally damaged;
- the buildings at the insured address are not intended to be to repaired or rebuilt; or
- there are unreasonable delays in repairing or rebuilding the **buildings** at the **insured address** that **you** contributed to.

## Plants, trees & shrubs

If **you** have cover for **your buildings** and they have been accidentally destroyed or accidentally damaged then **we** will pay the cost of replacing any plants, trees or shrubs that were damaged at the same time.

We will not pay any costs related to:

- lawns or grass;
- pot plants; or
- any plants that were being grown for commercial use.

The most **we** will pay under this additional benefit for any destruction or damage as a result of **storm** or **flood** is **\$5,000** per claim.

## Prevention of further loss or damage

If **your buildings** or **contents** are lost or damaged and **we** have agreed that the loss or damage will be covered under this policy then **we** will pay the reasonable and necessary costs to protect **your buildings** or **contents** from further loss or damage until **your** claim is settled or this policy states otherwise. Page 36

## Locating the source of escaped liquid

If **you** have cover for **your buildings** or **contents** and **we** accept a claim for damage caused by liquid escaping, leaking, overflowing or bursting from any of the following:

- house gutters, drainpipes or pipes;
- sanitary fixtures (such as toilets, sinks or baths);
- appliances (such as washing machines, refrigerators or dishwashers);
- waterbeds;
- swimming pools or spas;
- fixed heating systems;
- fixed water tanks; or
- aquariums;

then **we** will also pay for the reasonable costs associated with locating the cause of the damage, and any damage to **your buildings** or **contents** caused while looking for the cause.

We will not pay under this additional cover:

- any costs associated with repairing or replacing the item from which the liquid escaped; or
- if you do not own the buildings for which this claim is made (e.g. if you are a tenant); or
- if you own the buildings under a strata plan, body corporate, stratum, company title arrangement or similar, and you do not own all of the buildings at the entire site. In that situation, we will only provide cover under the terms of this additional benefit if the body corporate's or similar common property management entity's insurance provider does not provide the type and level of cover described in this additional benefit.

### Mortgagee discharge costs

If **you** have cover for **your buildings** and **you** have a claim where **we** pay the full amount of the **buildings** sum insured shown on **your policy schedule** then **we** will pay the reasonable administration costs for **you** to discharge any mortgage over the **buildings**.

### **Replacement of important documents**

If **you** have **buildings** cover and **your** Certificate of Title is destroyed or damaged then **we** will pay the reasonable cost to replace it.

If **you** have **contents** cover and **your** important documents (such as passports, wills, birth or marriage certificates) are destroyed or damaged then **we** will pay to reinstate, reproduce or restore them.

## Storage of undamaged contents

If **you** have cover for **your contents** and **you** are unable to live at the **buildings** at the **insured address** because they have been accidentally destroyed or accidentally damaged then **we** will pay the reasonable costs to remove and store **your** undamaged **contents** until they can be kept at the **insured address**.

The most we will pay is 20% of the general contents sum insured shown on your policy schedule.

We will not pay storage costs if the undamaged **contents** are being stored at the same place as the temporary accommodation **you** will be living at until the **buildings** at the **insured address** are able to be lived in again.

The **contents** items will continue to be insured while in storage subject to the conditions and limitations outlined in the 'Where we cover' section beginning on page 25.

## **Building materials**

If **you** have cover for **your buildings** and the following items are accidentally destroyed, accidentally lost or accidentally damaged then **we** will pay the cost of replacing them:

- unfixed building materials such as bricks, tiles or timber; or
- gas or electrical appliances that were due to be fitted to your buildings, such as a dishwasher or oven, provided they were in a locked and fully enclosed building.

The most we will pay is \$2,000 per period of insurance.

We will not pay any costs related to sand, gravel, bark, soil or similar materials.

### **Environmental improvements**

If **you** have **buildings** cover and **your buildings** are totally destroyed then **we** will pay up to **\$5,000** of **your** net costs in purchasing and installing environmental improvements such as rainwater tanks, solar power systems or grey water recycling systems.

Net costs are the costs after any rebates **you** were eligible for at the date of the loss under any government or council schemes.

If **you** have **contents** cover and **we** have agreed to replace any refrigerators, washing machines, clothes dryers or dishwashers that have been lost or damaged then **we** will replace them with items that have at least a 3-star energy rating regardless of whether the original item had such a rating.

## **Claim preparation fees**

We will pay professional fees which you incur, with our consent, in the preparation of your claim. The most we will pay in a **period of insurance** is **\$5,000**.

## **Excess waiver for total loss**

If you have cover for your buildings or contents and you have a claim where we pay the full amount of the buildings sum insured or the general contents sum insured shown on your policy schedule then you are not required to pay an excess on that claim.

### Counselling

If **you** or a member of **your family** normally living at the **insured address** requires counselling as a direct result of a fire or theft at the **insured address** then **we** will pay reasonable costs up to **\$2,000** for the costs associated with the counselling.

However, **we** will not provide any cover that would contravene any law, including but not limited to, the Health Insurance Act 1973 (Cth) or the Private Health Insurance Act 2007 (Cth).

### **Funeral benefit**

If **you** or a member of **your family** normally living at the **insured address** dies as a direct result of a physical injury caused by an accident at the **insured address** then **we** will pay up to \$15,000 to the estate of the deceased person in reimbursement of funeral, burial or cremation expenses (up to a maximum of \$15,000 in any one **period of insurance**).

## Modifications to the home

If **you** or a member of **your family** normally living at the **insured address** is permanently disabled as a direct result of a physical injury caused by an accident at the **insured address** then **we** will pay up to **\$25,000** for modifications required to allow **you** or **your family** member to continue to live there, or in relocating **you** to a suitable home if **you** are a tenant.

# Paraplegia, quadriplegia or permanent total disablement benefit

If you or a member of your family normally living at the insured address suffers:

- permanent paraplegia;
- permanent quadriplegia; or
- permanent total disablement;

as a direct result of a physical injury caused by an accident at the **insured address** then **we** will pay **\$15,000** to the person who suffered the permanent paraplegia, permanent quadriplegia or permanent total disablement, up to a maximum of **\$15,000** in any one **period of insurance**.

## **ADDITIONAL COVERS**

This policy also provides the following additional covers. These additional covers can be claimed for without there being any loss or damage to **your buildings** or **contents** as defined in the previous sections.

This section shows what is covered under each of these additional covers, and what limitations or exclusions there are. In addition, the terms in the 'General exclusions' section beginning on page 62 should also be referred to when determining whether any additional cover will be paid.

## Mechanical or electrical breakdown

If you have cover for your buildings, we will pay for loss or damage caused by mechanical or electrical breakdown to built in:

- air conditioners, coolers and fans;
- dishwashers, spas and pool filter motors; and
- vacuum cleaners, security gates or garage doors.

We will also pay the reasonable cost to repair or replace an electrical machine or appliance, that forms part of **your buildings** if it has a **mechanical or electrical breakdown**.

If you have cover for your contents, we will pay for loss or damage caused by mechanical or electrical breakdown to:

- refrigerators, freezers, washing machines, clothes dryers;
- portable air conditioners and coolers, portable fans;
- portable vacuum cleaners;
- spa and pool filter motors, if the spa or pool motor is not built-in;
- portable dishwashers; and
- water pumps used for domestic purposes.

We will also pay the reasonable cost to repair or replace an electrical machine or appliance, that forms part of **your contents** if it has a **mechanical or electrical breakdown**.

Unless the **mechanical or electrical breakdown** is caused by fusion of an electric motor, **we** will not pay for the **mechanical or electrical breakdown** of:

- radios, DVD or CD players, audio or amplifying equipment, televisions or video players;
- sound or video recorders or cameras;
- microwave ovens;
- equipment or motors under manufacturer's guarantee or warranty; or
- any item which is more than 20 years old.

The relevant buildings excess or contents excess will apply to any claims under this additional cover.

### Pet cover

If **your** pet dog or cat is injured or killed as a result of an accident that occurs during the **period of insurance** then **we** will pay reasonable and necessary veterinary expenses of up to \$2,000.

We will not pay for veterinary expenses associated with:

- any illness or disease; or
- any cats or dogs that are used for commercial activities.

No excess applies when you claim under this additional cover only.

## **Keys and locks**

If a key to an external door lock or external window lock is lost or stolen anywhere in Australia or New Zealand during the **period of insurance** then **we** will pay the reasonable and necessary costs to replace the external lock, key or cylinder with a similar item.

No excess applies when you claim under this additional cover only.

## Food and medication spoilage

If **you** have **contents** cover then **we** will pay the reasonable costs to replace any refrigerated/frozen food or refrigerated prescription medicines that are spoiled as a result of:

- accidental destruction, loss or damage to the refrigerator or freezer;
- your freezer or refrigerator breaking down; or
- a failure of the electricity supply;

during the period of insurance.

No excess applies when you claim under this additional cover only.

## Selling your home

If **you** have **buildings** cover and **you** have entered into a contract to sell **your buildings** then the cover under this policy will extend to the purchaser of the property from when they are liable for damages to the **buildings** until the earlier of the following:

- the contract is settled or terminated; or
- the purchaser insures the **buildings** themselves; or
- this policy is cancelled by you or us.

## Fire brigade attendance fees

We will pay reasonable costs up to \$2,000 for a fire brigade or similar authorised organisation to attend and protect **your buildings** or **contents** against an actual fire or other emergency.

No excess applies when you claim under this additional cover only.

## Security attendance fees

If **you** have **contents** cover then **we** will pay reasonable costs up to **\$2,500** for a security firm to attend the **insured address** in response to **your** monitored burglar alarm system being activated due to a burglary or attempted burglary.

We will not pay these costs if there is a false alarm or if there is no evidence of a burglary or attempted burglary.

No excess applies when you claim under this additional cover only.

## **Denial of access**

If **you** cannot live at the **insured address** because a government authority denies **you** access then **we** will pay any increase in **your** living expenses that is necessary and reasonable to maintain **your** normal standard of living for up to **90** days.

The denial must be as a direct result of destruction, loss or damage to neighbouring premises that would be covered under this policy if it had occurred at **your insured address**.

## Permanently moving your contents to a new address

If **you** have **contents** cover and **you** are moving them to a new permanent residence or a commercial storage facility in Australia then they are covered while they are being moved for loss or damage due to:

- fire;
- flood; or
- collision or theft of the vehicle that is transporting them.

The most **we** will pay under this additional cover is the general **contents** sum insured shown on **your policy schedule**.

## Purchasing a new home

If **you** have **buildings** cover and **you** have entered into a contract to purchase a new residential **building** that **you** will move into when **you** vacate the **buildings** listed on **your policy schedule**, **we** will insure **your** new residential **buildings** for a period of up to **30 days** from the date **you** sign the contract of purchase.

The most **we** will pay for a claim at the replacement residential **buildings** is the **buildings** sum insured shown on **your policy schedule**.

Cover for the replacement residential buildings will only be provided beyond the 30 day period if:

- you give us the details about the replacement buildings prior to the end of the 30 day period; and
- we agree to provide cover for the replacement buildings and you agree to any changes that we require to the cover provided (for example a higher excess); and
- you pay any extra **premium** that is required.

## Contents at your new address

If **you** have **contents** cover and **you** are moving into a new permanent residence then **your contents** will be covered at both the **insured address** on **your policy schedule** and the new address for a period:

- from the day you start moving your contents to the new address;
- for up to 180 days.

The cover provided under this additional cover is on the same terms as those provided at the original **insured address**.

As soon as practicable and prior to the end of the **180 day** period **you** must inform **us** of the details of **your** new address so **we** can determine whether **your contents** items can continue to be covered there.

## **Identity theft**

If **you** have **contents** cover and **your** identity is stolen by someone knowingly using **your** personal details without lawful authority, for fraudulent use or financial gain then **we** will pay up to \$5,000 in any **period of insurance** for **your** costs and expenses incurred to restore **your** identity from its unauthorised use.

The costs and expenses we will pay for under this additional cover are limited to:

- legal expenses for your defence against a business or its collection agency from which goods or services have been purchased fraudulently;
- legal expenses for removal of any wrongfully recorded civil or criminal prosecutions or to challenge consequent incorrect information available on your consumer credit report;
- loss of wages, up to a maximum of \$2,000 per week, that would have been earned but were not, solely because it was necessary for you to rectify records in relation to your true name or identity;
- loan application fees incurred by you as a result of re-applying for a loan because you have been allotted incorrect credit information due to the identity fraud;
- costs for notarising affidavits, telephone calls and certified mail expenses to law enforcement or financial institutions; or
- other reasonable legal fees and court costs, but only if incurred with our approval.

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

- you or your collusion;
- your family or their collusion; or
- your ex-partner; or
- someone who normally lives with you.

We will not pay any claim where the identity theft arises out of:

- you or your family committing an illegal or dishonest act;
- you breaching any security requirements or conditions imposed by any financial institution, such as in relation to your password or personal identification number or personal access number; or
- business interruption in relation to any business.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), the exclusions in the preceding two paragraphs do not apply where **we** have reviewed the claim and are reasonably satisfied that a

particular person covered by this policy, who has a financial interest under this additional cover, in respect of the claimed incident:

- was a victim of domestic violence, coercion or a vulnerable person; and
- did not contribute to, assist, facilitate or cause it.

If so, and the incident otherwise meets the terms of this policy, **we** will settle the claim for that particular person, but only to the extent of their insured loss.

Claims are only payable under this additional cover if **you** normally reside in Australia, the identity fraud occurs in Australia, and all losses and expenses are incurred within Australia.

We will not:

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

No excess applies when you claim under this additional cover only.

## Theft of financial cards

If **you** have **contents** cover and **your** credit card, debit card or stored value card is stolen and used fraudulently during the **period of insurance**, **we** will cover **your** loss up to **\$5,000** for any one incident.

To be eligible to claim under this additional cover **you** must comply with the terms and conditions of the card's use.

The card cannot be stolen by you or anyone who lives at the insured address.

The amount **we** pay under this additional cover will be reduced by any amount covered by the card's issuer.

No excess applies when you claim under this additional cover only.

## **Contents of invited guests**

If **you** have **contents** cover then **we** will also cover the **contents** items owned by invited guests if they are accidentally destroyed, accidentally lost or accidentally damaged during the **period of insurance** at the **insured address**.

**Contents** items are covered as per the definition in the 'What are contents' section in this policy (see page 27).

The most we will pay for money, bullion or negotiable instruments is \$2,000.

The most we will pay is \$5,000 for any one claim.

We will not pay if these **contents** items are insured under another insurance policy arranged by someone other than **you**.

The **contents excess** shown on **your policy schedule** will apply to any claims under this additional cover.

## Tax audit

We will pay for the fees **you** must pay to an accountant when **your** personal affairs are audited by the Australian Tax Office.

You must advise us of any such audit prior to the fees being incurred.

We will not pay claims for:

- any audit that relates to a criminal prosecution;
- fees where the final assessment of your taxable income for the period being audited is 20%, or more, higher than your original declaration;
- fees for work performed outside the time limits allowed by the Australian Taxation Office; or
- any fines, penalties or adjustments of taxation.

The most we will pay under this additional cover is \$5,000 during any period of insurance.

No excess applies when you claim under this additional cover only.

## **OPTIONAL COVERS**

You can ask us to add one or more of the following optional covers to your policy. If you do and we agree to add the optional cover then we will require an additional **premium** and the details of the optional cover added will be shown on your policy schedule. If these optional covers are not shown on your policy schedule then they have not been added to your policy and the coverage described in this section does not apply.

This section shows what is covered under each of these optional covers if they have been added to **your** policy, and what limitations or exclusions there are. In addition, the terms in the 'General exclusions' section beginning on page 62 should also be referred to when determining whether any purchased optional cover will be paid.

## Specified valuable items

If **you** have **contents** cover and **you** have items that would be subject to the limits in the section 'Contents with flexible limits' (see page 31), **you** can choose to insure these items ('valuable items') for more than these limits.

The contents with flexible limits are as follows:

Contents item	Flexible limit
Jewellery and watches	\$10,000 per item, pair, set \$50,000 in total
<b>Collections</b> , <b>sets</b> and memorabilia (such as medals, stamps, and currency)	\$10,000 per item, collection, set \$50,000 in total

If **you** choose to specify any valuable item, and **we** agree, then it will be covered if it is accidentally destroyed, accidentally lost or accidentally damaged. It will be shown on **your policy schedule** alongside the specified value **you** have chosen, and this is the most **we** will pay for that item.

The locations that each specified valuable item will be covered will be as defined in the 'Where we cover' section of this policy (see page 25).

In the event of a total loss of any item or article which is part of a pair, **set** or **collection**, **we** agree to pay **you** – at **your** option, exercisable after the loss – the full amount of the value of such pair, **set** or **collection**, and **you** agree to surrender the remaining article or articles of the pair, **set** or **collection** to **us**.

The **excess** that applies to any claim under this optional cover only will be shown on **your policy schedule**.

Page 46

## Home business extension

If **you** have **contents** cover and **you** have added the optional cover for the 'Home business extension' and paid **us** the additional premium **we** require, **you** will be covered for the extensions detailed in the remainder of this section.

Cover under this optional cover is subject to all other terms and conditions, limits and exclusions of the policy, unless otherwise stated within this section.

#### Tools of trade and equipment

If you have added the optional cover for the 'Home business extension', the fixed limit for tools of trade and equipment used for a business activity (see page 30) is increased to \$50,000. The limit cannot be increased any further beyond this.

#### Photographic equipment and accessories

With the 'Home business extension' optional cover, the definition of **contents** is amended to include photographic equipment and accessories while they are being used to earn an income. Please see page 27 for more details.

#### Stock

Under the 'Home business extension' optional cover, the definition of 'What are contents' on page 27 is extended to include:

- stock on premises (at the insured address);
- stock temporarily away from the insured address.

**Stock** is only covered for the following events:

- fire;
- theft;
- storm and flood, but only while it is inside a lockable building at the insured address;
- earthquake and tsunami;
- liquid escaping, leaking, overflowing or bursting from any of the following at the insured address:
  - house gutters, drain pipes or pipes;
  - sanitary fixtures (such as toilets, sinks or baths)
  - appliances (such as washing machines, refrigerators or dishwashers);
  - fixed heating systems; and
  - fixed water tanks;
- impact by tree or vehicle, but only at the insured address;
- collision or theft of the vehicle that is transporting the stock to a trade show, fair, market stall or exhibition; and
- explosion.

The maximum amount we will pay for any one claim for loss or damage to **stock** at the **insured address** is **\$25,000**.

The maximum amount **we** will pay for any one claim for loss or damage to **stock** temporarily away from the **insured address** is **\$2,000**.

There is no cover under this extension for any items of **stock** that are listed on the 'What are not contents' on page 28.

#### **Money on premises**

If **you** have added the optional cover for the 'Home business extension', the fixed limit for money, bullion and negotiable instruments (see page 30) is increased to **\$5,000** at the **insured address**. The limit cannot be increased any further beyond this.

The existing fixed limit of \$2,000 still applies for cover away from the insured address.

#### Motor burnout - business equipment

Under the 'Home business extension' optional cover, electric motors that form part of equipment used in conjunction with **your** business, trade or profession will be covered under the 'Mechanical or electrical breakdown' additional cover (see page 40).

The most **we** will pay for a claim under that additional cover associated with a business use electric motor is **\$10,000**.

All other conditions and exclusions in the 'Mechanical or electrical breakdown' additional cover apply.

#### Tax audit – business affairs

If **you** have added the optional cover for the 'Home business extension', **we** will pay for the fees **you** must pay to an accountant when **your** business affairs are audited by the Australian Tax Office.

All other conditions, limits and exclusions in the 'Tax audit' additional cover on page 45 apply, including the maximum amount of **\$5,000** payable for this cover during any **period of insurance**.

#### **Rewriting of records**

Under the 'Home business extension' optional cover the definition of 'What are contents' on page 27 is extended to include:

 the business' records, including customer records and documents held or created by you as part of your home business.

We will pay the reasonable and necessary costs incurred in rewriting, restoring or recreating the business' records covered under the 'Home business extension' optional cover when they are accidentally lost, accidentally destroyed or accidentally damaged at the **insured address**.

The most **we** will pay for a claim under this additional cover is **\$25,000**.

#### Legal liability - home business extension

If **you** have added the optional cover for 'Home business extension' **you** will also be covered for legal liability as detailed in the section 'Legal liability home business extension' beginning on page 55.

#### Home business revenue protection

If you have added the 'Home business extension' optional cover and:

- the buildings or contents at the insured address are accidentally destroyed, accidentally lost or accidentally damaged; or
- you are unable to access your home business at the insured address as a direct result of
  accidental destruction, loss or damage to neighbouring premises that would be covered under
  this policy if it had occurred at your insured address;

and

 there is a shortage in trended revenue for your home business that occurs during the indemnity period of up to 6 months as a direct result of the destruction, loss or damage;

then we will cover:

- the shortage in trended revenue during the indemnity period; and
- any additional expenses necessarily incurred during the indemnity period for the purpose of reducing or avoiding the shortage in trended revenue (but for not more than the shortage in trended revenue thereby reduced or avoided).

The most **we** will pay for any one claim under the 'Home business revenue protection' benefit is the limit specified on **your policy schedule**.

We will also provide cover if there is a loss of accounts receivable you cannot recover from your debtors resulting from covered loss or damage to business records or **electronic data** up to \$5,000.

Below is an example of a claim scenario under the 'Home business revenue protection' benefit which is included here to show how a claim payment might typically be calculated. This example is a guide only and does not cover all of the potential scenarios or all benefits that may be paid under this policy. It does not form part of the terms and conditions of this policy.

All dollar figures shown in this claim example, except for **excesses**, are GST exclusive unless stated otherwise and in Australian dollars. This example also assumes the claimant has a 100% input tax credit entitlement under GST law for the GST collected on the premium collected for this 'Home business extension'.

Claims example – Home business revenue protection	
<b>You</b> operate a social media consultancy business from <b>your</b> home and have purchased the 'Home business extension' under this policy.	
During the <b>period of insurance</b> there is a fire at the <b>insured address</b> which destroys <b>your</b> home office and forces <b>you</b> to find a new location to operate <b>your home business</b> . <b>Your</b> home is uninhabitable for 8 months while the repairs are undertaken and alternative premises are required to run <b>your home business</b> .	
<b>Your</b> actual <b>trended revenue</b> in the 12 months leading up to the date (excluding GST).	e of damage was \$250,000
The claim payment would be calculated as follows:	
While the <b>home business</b> is interrupted for 8 months, the maximum <b>indemnity period</b> is 6 months.	
Actual <b>trended revenue</b> \$250,000 x <u>6 months</u> 12 months	\$125,000
You incur some increased costs as a result of the interruption to your home business and these costs are incurred to resume business services and avoid further shortage in trended revenue.	\$30,000
There are expense savings as a consequence of not operating <b>your</b> business for 1 month whilst <b>you</b> re-locate <b>your</b> premises.	-\$2,000
Less the actual revenue generated whilst operating from alternative premises during the <b>indemnity period</b> .	-\$80,000
Total claim payment	\$73,000

## LEGAL LIABILITY

## What you are covered for - legal liability

The following covers are subject to the terms, conditions, limits and exclusions of the policy.

If **you** have **buildings** cover under this policy, **we** will cover **you** against any claim for compensation or expenses which **you** become legally liable to pay for:

- the death of, or personal injury to, a person; or
- the damage to property;

resulting from an **occurrence** during the **period of insurance** arising out of the ownership or occupancy of **your buildings** or the land, trees, shrubs and other plant life at **your insured address**.

If **you** have **contents** cover under this policy and **you** live in a rented building, **we** will cover **you** against any claim for compensation or expenses which **you** become legally liable to pay for:

- the death of, or **personal injury** to, a person; or
- the damage to property;

resulting from an **occurrence** during the **period of insurance** arising out of the ownership of **your contents** or occupancy of the building. This does not include any amount **you** have to pay because **you** are the owner of **your buildings**.

If **you** have **contents** cover under this policy and **you** own part of a building that is a strata titled residence, **we** will cover **you** against any claim for compensation or expenses which **you** become legally liable to pay for:

- the death of, or personal injury to, a person; or
- the damage to property;

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

If **you** have **contents** cover under this policy, **we** will cover **you** against any claim for compensation or expenses which **you** become legally liable to pay for:

- the death of, or **personal injury** to, a person; or
- the damage to property;

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

## What you are not covered for - legal liability

In addition to the 'General exclusions' section (beginning on page 62) these exclusions apply to **your** liability cover and additional benefits below in the 'Additional benefits – legal liability' section beginning on page 53.

## See page 62 to read more about section 54 of the Insurance Contracts Act 1984 (Cth) and how it applies to this policy.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), we will not cover any liability arising from:

- use of a motor vehicle, motorcycle, mini-bike, aircraft, drone or watercraft, however we will cover liability that:
  - arises from the ownership, custody or use of any:
    - (a) model or toy aircraft (not including a drone of any size);
    - (b) surfboard, sailboard, surf ski, ocean ski, kayak, canoe, kite surfing equipment or stand up paddleboard; or
    - (c) watercraft no more than four metres long and that does not require registration under state or territory law, however we will not cover any liability arising from personal watercraft (for example, jet skis);
    - we cover under the additional benefit 'Motor vehicle liability' (see page 54);
- use of a caravan or trailer when the caravan or trailer is attached to a motor vehicle or motorcycle;
- any agreement or contract you enter into, however we will cover your liability if you would have been liable without the agreement or contract;
- directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos;
- gaining a personal profit or advantage that is illegal;
- a conflict of duty or interest;
- any act or omission that is dishonest, fraudulent, criminal, wilful or malicious damage. This
  exclusion does not apply where we have reviewed the claim and are reasonably satisfied that a
  particular person covered under this policy section, in respect of the claimed incident:
  - was a victim of domestic violence, coercion or a vulnerable person; and
  - did not contribute to, assist, facilitate or cause it.

If so, and the incident otherwise meets the terms of this policy, **we** will settle the claim for that particular person, but only to the extent of their legal liability;

- any loss that can be reimbursed by your sporting or social club or community organisation;
- any disease that is transmitted by you, or any member of your family who normally lives with you;

 any business, profession, trade or occupation carried on by you, except if you have added the 'Home business extension' optional cover to your policy (see page 47), in which case the cover for liability detailed in the section 'Legal liability home business extension' on page 55 is included.

This business, profession, trade or occupation exclusion does not include being a committee member of a sporting or social club or community organisation where **you** do not receive more than \$1,000 per year for holding this position.

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

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

We will not cover any:

- penalties, fines or awards of aggravated, exemplary or punitive damages made against you;
- personal injury to you, or any member of your family who normally lives with you, or any other person who normally lives with you;
- personal injury to any person you employ and that personal injury arises from their employment with you;
- damage to property that belongs to you, any member of your family who normally lives with you, or any other person who normally lives with you;
- damage to property that belongs to any person you employ and that damage to property arises from their employment with you.

## The most we will cover - legal liability

The most **we** will cover for any liability claim is **\$30,000,000** inclusive of GST, for any one **occurrence**. No **excess** applies when **you** claim under this legal liability cover only.

## Additional benefits - legal liability

The following covers are subject to the terms and conditions, limits and exclusions of the policy.

#### **Defence costs**

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

#### Expenses incurred in attending court

In addition to the limit of **your** legal liability cover, **we** will reimburse **you** for reasonable expenses and proven income loss, incurred in attending court in relation to a liability claim covered by this policy at **our** request up to \$250 per day but excluding the first day, and up to a total of \$5,000 in any one **period of insurance**. We will only reimburse income loss for days on which **you** are not able to conduct any income-earning activity.

If you are:

- self-employed or a working director, then 'income' means the gross daily income from such personal exertion after allowing for the costs and expenses incurred in deriving that income;
- an employee, then 'income' means the gross daily income from personal exertion, excluding overtime payments, bonuses, commissions or allowances.

In each case the amount of **your** income will be averaged over the 12 months immediately preceding **our** request (reasonably determined) or such shorter period during which **you** have been so engaged. **You** must provide **us** with reasonably requested documentation, correspondence, records, or other information in support of any claim for lost income.

#### Motor vehicle liability

We will cover you against a claim for compensation or expenses which you become legally liable to pay resulting from an occurrence that occurs during your period of insurance for:

- the death of, or personal injury to, a person; or
- the damage to property;

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

- motorcycles (including quad bikes, mini bikes and trail bikes) up to 250cc capacity;
- mobility scooters;
- golf buggies;
- ride on mowers;
- any motorised wheelchair; or
- any domestic trailer not attached to any vehicle.

We will also insure you against a claim for compensation or expenses you become legally liable to pay for:

- the death of, or personal injury to, a person caused by you solely as a result of you being a
  passenger in a registered vehicle if the occurrence causing the death or personal injury occurs
  during your period of insurance; or
- the death of, or personal injury to, a person arising from the ownership, custody or use of any
  registered vehicle if the occurrence causing the death or personal injury takes place at the
  insured address and occurs during your period of insurance.

The most **we** will pay for all claims arising out of any one **occurrence** under this additional benefit is **\$30,000,000** inclusive of GST.

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

We will not cover you:

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

#### Committee members of sporting or social clubs or community organisations

We will cover you against a claim for compensation or expenses which you become legally liable in Australia to pay following an alleged or actual act or omission in connection with your position as a committee member of a sporting or social club or community organisation.

We will not cover **you** if **you** receive more than \$1,000 per year for holding the committee member position.

The claim for compensation must be made against **you** within the **period of insurance** stated in **your policy schedule**.

The most **we** will pay under this additional benefit, including legal costs, is **\$10,000** during any one **period of insurance**.

## Legal liability home business extension

If **you** have added the optional cover for 'Home business extension' **you** will also be covered for liability as detailed in this section. **Your policy schedule** will show the 'Home business extension' limit of liability and this will be the most **we** will cover for any liability claim for any one **occurrence** under this extension, apart from a **products** liability claim where the cover is limited to the 'Home business extension' limit of liability for any one **occurrence** and in aggregate for any one **period of insurance**.

No excess applies when you claim under this legal liability cover only.

#### What you are covered for - legal liability (home business extension)

If **you** have added the 'Home business extension' optional cover to **your** policy, **we** will cover **you** against any claim for compensation or expenses which **you** become legally liable to pay for:

- the death of, or **personal injury** to, any person;
- the damage to property; or
- loss or damage to another party resulting from advertising liability;

happening during the **period of insurance** anywhere in Australia as a result of an **occurrence** in connection with **your home business** or **products**.

#### What you are not covered for - legal liability (home business extension)

In addition to the 'General exclusions' section (beginning on page 62) and the 'What you are not covered for – legal liability' section on page 52, the exclusions in this section apply to **your** liability cover under the 'Home business extension' for legal liability.

## See page 62 to read more about section 54 of the Insurance Contracts Act 1984 (Cth) and how it applies to this policy.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), we will not cover any liability arising from:

Category	Exclusion
Advertising liability	<ul> <li>any advertising liability relating to:         <ul> <li>an act, error, or omission that occurs outside of any period during which the 'Home business extension' has been added to your policy;</li> <li>statements made by you or at your direction in the knowledge that such statements are false;</li> <li>the publication or communication of a defamatory statement;</li> <li>any mistake in advertised price of products or services;</li> <li>failure of products or services to conform with advertised performance, quality or durability; or</li> <li>the exports of products to the United States or Canada (or any country or territory subject to the laws of the United States of America or Canada).</li> </ul> </li> </ul>
Contractual liability	<ul> <li>liability assumed by you under any agreement, except to the extent such liability:         <ul> <li>would have attached to you in the absence of such agreement;</li> <li>is assumed by you under a warranty of fitness or quality, or is implied by law, in respect of your products; or</li> </ul> </li> <li>liability in respect of which you are or would have been entitled to recover damages or seek contribution from another party but for your agreement to release or waive recovery rights against such party for the whole or part of such liability.</li> </ul>

Category	Exclusion
Electronic data	<ul> <li>liability arising out of or in connection with:         <ul> <li>communication, display, distribution or publication of electronic data provided that this exclusion does not apply to resultant personal injury or advertising injury;</li> <li>total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data;</li> <li>any error in creating, amending, entering, deleting or using electronic data; or</li> <li>total or partial inability or failure to receive, send, access or use electronic data.</li> </ul> </li> </ul>
Employer's liability	<ul> <li>liability imposed by workers' compensation legislation, an industrial agreement or employment contract for injury to a worker or employee, whether actual or deemed by law.</li> </ul>
Exports to the USA or Canada	<ul> <li>liability arising out of or in connection with your products knowingly being exported by you to the United States of America or Canada (or any country or territory subject to the laws of the United States of America or Canada).</li> </ul>
Faulty workmanship	<ul> <li>liability in respect of the cost of performing, completing, correcting or improving any service or work done or promised to be done by or on behalf of <b>you</b>.</li> </ul>
Jurisdiction limits	<ul> <li>any action brought or instituted against you or any judgment obtained against you in any country other than Australia (whether or not such judgement is enforced against you in Australia).</li> </ul>
Loss of use ( <b>products</b> )	<ul> <li>liability arising out of or in connection with loss of use of tangible property which has not been physically damaged or destroyed resulting from:         <ul> <li>a delay in or lack of performance by or on behalf of <b>you</b> of any contract or agreement; or</li> </ul> </li> </ul>
	<ul> <li>the failure of <b>your products</b> to meet the level of performance, quality, fitness or durability warranted or represented by <b>you</b>.</li> </ul>
	This exclusion does not apply to the loss of use of other tangible property resulting from the sudden, unexpected and unintended physical damage to or destruction of <b>your products</b> after such <b>products</b> have been put to use by any person or organisation other than <b>you</b> .
Molestation	<ul> <li>the molestation of, the interference with, the mental abuse or the physical abuse of any person happening during the <b>period of insurance</b> in connection with <b>your home business</b> or <b>products</b>.</li> </ul>

Category	Exclusion
Product and known defects	<ul> <li>liability in respect of property damage to your products if:         <ul> <li>the damage is attributable to any defect in them or to their harmful nature or if they are unfit for purpose; or</li> <li>any defect or deficiency in products of which you have knowledge or reason to suspect at the time when products pass from your actual physical control.</li> </ul> </li> </ul>
Product recall	<ul> <li>liability arising out of or in connection with any withdrawal, recall, inspection, repair, replacement, removal or disposal of any property containing or incorporating <b>your products</b> because of any known or suspected defect or deficiency in them; or</li> <li>loss, cost or expense incurred by <b>you</b> in relation to any withdrawal, recall, inspection, repair, replacement, removal or disposal of <b>your products</b>.</li> </ul>
Professional duty	<ul> <li>liability arising out of or in connection with the rendering of or failure to render professional advice or service by or on behalf of <b>you</b> or any related error or omission, provided that this exclusion does not apply to:         <ul> <li>the rendering of or failure to render professional medical advice by medical persons employed by <b>you</b> to provide first aid and other medical services to employees on <b>your</b> premises other than where <b>your</b> primary occupation involves the provision of health care; or</li> <li><b>personal injury</b> or <b>damage to property</b>, but only if such professional advice or service is not given for a fee.</li> </ul> </li> </ul>
Property in <b>your</b> physical or legal control	<ul> <li>liability in respect of damage to property in your care, custody or control other than damage to:         <ul> <li>employees' property;</li> <li>vehicles (including any property in or on such vehicles) not belonging to or used by you; or</li> <li>other property which is temporarily in the care, custody control or possession of you, except:                 <ul> <li>that part of any property upon which you are or have been working or applying any process or treatment where damage to property arises solely out of such work, process or treatment;</li> <ul> <li>any property in respect of which you are contractually or legally obligated to effect insurance cover for such property; or</li> <ul> <li>any property or animals whilst being transported or carted (excluding domestic pets);</li></ul></ul></ul></li></ul></li></ul>

Category	Exclusion
Treatment risk	<ul> <li>liability in respect of <b>personal injury</b> arising directly or indirectly out of or caused by treatment prescribed or administered by <b>you</b> or on <b>your</b> behalf, other than the following treatments when administered by a trained therapist and performed in accordance with relevant product and occupational health and safety laws:         <ul> <li>ear piercing;</li> <li>face or scalp massaging;</li> <li>facials (excluding any form of dermabrasion or glycolic or acid peels);</li> <li>hair cutting or colouring or dressing;</li> <li>shampooing; or</li> <li>tinting or shaving or waxing of hair.</li> </ul> </li> </ul>
Vehicles	<ul> <li>liability arising out of or in connection with the ownership, possession, operation, use or legal control by <b>you</b> of any vehicle:         <ul> <li>which is required under any law to be registered; or</li> <li>for which compulsory liability insurance or cover under an insurance or accident compensation scheme is required.</li> </ul> </li> <li>This exclusion does not apply to:         <ul> <li>liability in respect of <b>personal injury</b>, for which indemnity is not available under such compulsory liability insurance or insurance or accident compensation scheme and the reason indemnity is not available does not involve a breach of any law relating to vehicles; or</li> <li>liability in respect of <b>damage to property</b> caused by or arising from:                 <ul> <li>the loading or unloading of goods to or from any stationary vehicle;</li> <li>the operation or use of any vehicle which is designed primarily for lifting, lowering, loading or unloading, while being operated or used by or on behalf of <b>you</b> within the confines of the <b>insured address</b>; or</li> </ul> </li> </ul></li></ul>

## **GENERAL TERMS AND CONDITIONS**

The following general terms and conditions apply to **your** policy:

Term/condition	
Precautions	You must take reasonable care to prevent or minimise loss, damage, injury, illness or liability, including <b>your</b> compliance with any law, by-law, ordinance or regulation that concerns the safety of persons or property.
Keeping proof of value of property insured	Please retain evidence of purchase of proof of the value of all property insured by this policy. Evidence includes receipts and professional valuations and manufacturers' instructions and warranties. <b>You</b> should keep any of these or other evidence so that <b>you</b> can reasonably prove ownership and the value of any loss if <b>you</b> have to claim. If <b>your</b> claim is for a total loss, <b>we</b> will give fair consideration to any extenuating circumstances.
Alteration of risk	<ul> <li>You must tell us promptly if:</li> <li>you start to operate or intend to operate a business activity of any kind at the insured address;</li> <li>there are changes to any business activity you do operate at the insured address, such as:</li> </ul>
	<ul> <li>you change the type of business activity;</li> <li>people start to come to the insured address;</li> <li>you install business signage; or</li> <li>you need to store chemicals for the business activity;</li> </ul>
	<ul> <li>any detail on your policy schedule is no longer accurate, such as the insured address;</li> <li>you purchase a new home and sell the property at the insured address;</li> <li>you intend to demolish your buildings at the insured address, have lodged an application to do this, or a government authority has issued a demolition order;</li> </ul>
	<ul> <li>you move out and let your property at the insured address to tenants;</li> <li>trespassers (squatters) occupy your property at the insured address;</li> <li>you commence building or renovations at the insured address if the value of the work exceeds \$150,000;</li> <li>anything else happens that a reasonable person in the circumstances would consider to increase the chance that loss, damage or injury will occur, or liability will be incurred at the insured address.</li> </ul>

Term/condition	
Fraudulent claim	If <b>you</b> or any party covered by <b>your</b> policy makes a claim or arranges for some other party to make a claim that is in any way false, dishonest or fraudulent, then payment of the claim may be refused.
	This above term does not apply where <b>we</b> have reviewed the claim and are reasonably satisfied that a particular person covered by this policy, who has a financial interest in the insured property, in respect of the claimed incident:
	<ul> <li>was a victim of domestic violence, coercion or a vulnerable person; and</li> <li>did not contribute to, assist, facilitate or cause it.</li> </ul>
	If so, and the incident otherwise meets the terms of this policy, <b>we</b> will settle the claim for that particular person, but only to the extent of their financial interest in the insured property or legal liability.
Cancellation	You may cancel your policy at any time. We will refund to you a proportion of the premium for the unexpired period of insurance (less any non-refundable government charges, taxes and levies that we have paid and are not recoverable), provided that the cancellation does not fall during the period of time referred to in the 'Cooling-off period' section.
	Any agency fee that has been added to the <b>premium</b> will only be refunded if the policy is cancelled within the cooling-off period or where the cancellation is effective from the start of the <b>period of insurance</b> .
	We may cancel this policy by notice in writing for any reason available to us at law. Unless we cancel your policy for the reason of fraud, we will refund to you a proportion of the premium for the unexpired period of insurance (less any non-refundable government charges, taxes and levies that we have paid and are not recoverable).
Other insurance and contribution	When <b>you</b> claim on <b>your</b> policy <b>you</b> must also supply <b>us</b> with written details of all other policies that <b>you</b> are reasonably aware of that may also pay or partially pay that claim.
Notifications	All notices and communications must be made or confirmed in writing by <b>you</b> or <b>your</b> intermediary. Other forms of communication will not be acted upon by <b>us</b> until confirmed in writing by <b>you</b> or <b>your</b> intermediary.
Jurisdiction	Any disputes arising from this policy will be determined by the Courts, and in accordance with the laws, of the state or territory where this policy is issued.

## **GENERAL EXCLUSIONS**

#### Section 54 of the Insurance Contracts Act 1984

We will take into account section 54 of the Insurance Contracts Act 1984 (Cth) when we assess any claim made under this **policy**.

Section 54 of the Insurance Contracts Act prevents **us** from refusing a claim because of something **you** or some other person has done, or not done, after the **policy** was entered into, unless that thing caused or contributed to the claimed loss. But **we** can reduce a claim by an amount that fairly represents **our** prejudice because of the thing that was done or not done.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), there is no cover under any section of this policy for damage, loss, cost or legal liability that is caused by, arises from or involves any of the following:

- action of the sea, tidal wave or high tide;
- storm surge, except when the loss or damage occurs at the same time as storm damage;
- a bushfire, grassfire, **storm**, **flood** or tsunami in the first 72 hours of cover, unless this policy began on the same day:
  - you purchased the property at the insured address; or
  - that another policy covering **your buildings** or **contents** expired (but not when **you** cancelled the policy prior to its expiry date). Cover will only be provided up to the sums insured covered under the expired policy (any increase in sums insured will not be covered for these events for the first 72 hours specified);
- erosion, subsidence, settling, shrinkage or expansion of earth, vibration or earth movement, other than landslide or subsidence if the loss or damage occurs within 72 hours of, and as a direct result of, one of the following:
  - storm including rainwater, hail, snow or wind;
  - flood;
  - earthquake or tsunami;
  - explosion;
  - escape of liquid from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or drain;
- malicious damage or vandalism by your tenant;
- theft by your tenant;
- deliberate or intentional acts by your tenant;
- any order or any Government, Public or Local Authority involving the confiscation, nationalisation, requisition, damage or destruction of any property, unless such destruction was undertaken to reduce the spread of fire;

- a defect, structural fault, poor or faulty design specification, materials, planning or workmanship.
   We will not apply this exclusion to resultant damage that is otherwise covered under this policy, where you were not and could not have been reasonably aware of the problem leading up to the incident. We will not pay the cost of the rectification of the defect, structural fault, design fault, material or planning itself. Once you are aware of the problem, you need to fix it within a reasonable time period; failing which, we may not accept any future claims caused by the same or related problem. A reasonable time period depends on a number of factors, including the scope of the required repairs and the availability of repairers in your area;
- water entering your buildings at the insured address through an opening made for any renovations, extensions, alterations or repair work;
- cracking, collapse or subsidence, caused fully or partially by renovations, extensions or alterations to the **buildings** at the **insured address**;
- any alterations, repairs, renovations or additions to your buildings that cost more than \$150,000, unless agreed to in writing by BZI;
- a vacant block of land, unless agreed to in writing by BZI;
- theft or damage by someone who enters or leaves through an unlockable or unsecured part of the buildings at the insured address while they are being renovated, extended or altered;
- electrical, mechanical or electronic breakdown other than the cover provided under the additional cover 'Mechanical or electrical breakdown' (see page 40) or the additional cover 'Food and medication spoilage' (see page 41);
- electronic data, except where the destruction, loss or damage to the electronic data is caused by:
  - fire, lightning, explosion or implosion;
  - earthquake, subterranean fire of volcanic eruption;
  - impact by aircraft or other aerial device or something dropped from them;
  - sonic boom;
  - power surge;
  - theft which is a consequence of theft of any computer or computer hardware or firmware or microchip or integrated circuit or similar device containing such electronic data;
  - breakage of glass;
  - the acts of persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labour disturbances, which do not assume the proportions of or amount to an uprising;
  - storm or storm surge or tempest or rainwater or wind or hail;
  - water or other liquids or substances discharged or overflowing or leaking from any apparatus or appliance or pipes;
- a computer virus or hacking;
- radioactivity or any radioactive substances;
- nuclear fission or nuclear fusion;
- war, hostilities whether war is declared or not, acts of foreign enemies, rebellion, revolution, civil war, invasion, insurrection or the use of military or usurped power;

- any act of terrorism that is directly or indirectly caused by, contributed to by, or in any way
  involves or is connected with biological, chemical, radioactive, or nuclear pollution or
  contamination or explosion;
- roots of trees, shrubs or plants, however we will cover any resultant damage to the buildings caused by the roots (but not the damage caused directly by the roots);
- wear, tear, gradual deterioration (including scratching or denting over time), fading;
- any process of cleaning involving the use of chemicals other than domestic household chemicals;
- rust, corrosion, oxidisation, mould or mildew;
- atmospheric or climatic conditions, other than storms;
- contamination or pollution of any kind, unless it is caused by a sudden and unexpected accident that is covered by this policy;
- anything stated under the heading of 'What is not covered' or following the words 'We will not pay' whenever used in this policy;
- any additional, indirect or consequential costs or losses, that are incurred unless covered under the 'Additional benefits' or 'Additional covers' sections of this policy;
- compensation for non-financial loss, distress, inconvenience, except if covered under the section 'What you are covered for – legal liability';
- any event that does not occur within the period of insurance.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), there is no cover under any section of this policy for damage, loss, cost or legal liability that is caused by, arises from or involves any of the following:

- theft or attempted theft by you, your tenant or someone who lives at the insured address or is at the insured address with your consent or the consent of someone who lives at the insured address;
- malicious or intentional acts by you, your tenant or someone that lives at the insured address or is at the insured address with your consent or the consent of someone who lives at the insured address;
- any illegal activity you or your family are involved in;

however these exclusions do not apply where **we** have reviewed the claim and are reasonably satisfied that a particular person covered by this policy, who has a financial interest in the insured property, in respect of the claimed incident:

- was a victim of domestic violence, coercion or a vulnerable person; and
- did not contribute to, assist, facilitate or cause it.

If so, and the incident otherwise meets the terms of this policy, **we** will settle the claim for that particular person, but only to the extent of their financial interest in the insured property or legal liability.

## **DEFINITIONS**

Term	Definition
Act of terrorism	An <b>act of terrorism</b> is any act, or preparation in respect of action, or threat of action designed to influence the government of the day or de facto government of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) of the day or de facto government, and which: <ul> <li>involves violence or threat of violence against one or more persons; or</li> <li>involves <b>damage to property</b>; or</li> <li>endangers life other than that of the public or a section of the public; or</li> <li>is designed to interfere with or disrupt an electronic system.</li> </ul>
Advertising liability	<ul> <li>Advertising liability means:</li> <li>defamation; or</li> <li>any breach of the misleading or deceptive conduct provisions of the Australian Consumer Law or any fair trading or similar law of any state or territory of Australia; or</li> <li>any infringement of copyright or passing off of intellectual property; or</li> <li>unfair competition, piracy or idea misappropriation contrary to an implied contract; or</li> <li>invasion of privacy;</li> <li>committed or alleged to have been committed during the period of insurance in any advertisement, publicity article, broadcast or telecast and caused by or</li> </ul>
Bodily injury	arising out of <b>your</b> advertising activities. <b>Bodily injury</b> means physical bodily harm including resultant sickness or disease that requires care or loss of functional ability or results in death.
Buildings	<b>Buildings</b> means the items defined in the section 'What are buildings' on page 26.
BZI	Blue Zebra Insurance Pty Ltd, ABN 12 622 465 838, AFS Licence Number 504130. <b>BZI</b> acts as an agent of the <b>insurer</b> under a binder agreement.
Cash settlement value	<b>Cash settlement value</b> , in the circumstances explained in this policy in which <b>we</b> agree to cash settle the claim, means the fair and reasonable value for which <b>you</b> or the funds recipient would be able to reinstate, replace or repair the insured property following the claim against this policy.
Collection	A <b>collection</b> is a group of objects, typically kept together, which collectively have a value above that of the sum of the value of the individual items if separated.
Contents	<b>Contents</b> means the items defined in the section 'What are contents' on page 27.

Term	Definition
Damage to property	<b>Damage to property</b> means physical injury to or destruction of tangible property, including the loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits and similar instruments, but does not include the value represented by such instruments.
Electronic data	<b>Electronic data</b> means any facts, concepts or information converted to a form useable for communications or displays or distribution or processing by electronic or electromechanical data processing or electronically controlled equipment which includes but is not limited to programs or software or other coded instructions for such equipment.
Excess	<b>Excess</b> means the first amount of each claim that <b>you</b> or the person making the claim must pay. The amount of the relevant <b>excess</b> is shown in <b>your policy schedule</b> or in this PDS. See page 12 for more information about <b>excesses</b> .
Family	<ul> <li>Family means:</li> <li>your spouse, partner or de facto;</li> <li>your parents, parents-in law, and grandparents;</li> <li>your children, grandchildren, brothers and sisters, including their respective spouse, partner or de facto; or</li> <li>the children, parents, parents-in law, grandparents, grandchildren, brothers and sisters of your spouse, partner or de facto.</li> </ul>
Flood	<ul> <li>Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:</li> <li>a lake (whether or not it has been altered or modified);</li> <li>a river (whether or not it has been altered or modified);</li> <li>a creek (whether or not it has been altered or modified);</li> <li>another natural watercourse (whether or not it has been altered or modified);</li> <li>a reservoir;</li> <li>a canal;</li> <li>a dam.</li> </ul>
Gross revenue	<b>Gross revenue</b> means the amount (less discounts allowed) paid or payable to <b>you</b> for goods sold and delivered and services rendered in the course of <b>your home business</b> at the <b>insured address</b> .
Home business	Home business means the business, profession, trade or occupation carried on by you at the insured address.
Indemnity period	<b>Indemnity period</b> means the period beginning with the occurrence of the destruction, loss or damage during which the revenue of <b>your home business</b> is affected and ending at the expiration of the maximum period specified in this PDS.

Term	Definition
Insured address	<b>Insured address</b> means the place where the <b>buildings</b> or <b>contents</b> are located, as shown on <b>your policy schedule</b> .
Insurer	Youi Pty Ltd (Youi), ABN 79 123 074 733, AFS Licence Number 316 511.
Malicious damage	<b>Malicious damage</b> means a wrongful act by a person with the intention of damaging property.
Mechanical or electrical breakdown	<ul> <li>Mechanical or electrical breakdown means any sudden and unforeseen physical loss or damage which may include (but is not limited to) the actual:</li> <li>fusion of an electric motor. Fusion is the process of fusing or melting together of the windings of an electric motor in an insured item following damage to their insulating material as a result of overheating caused by an electrical current; or</li> <li>breakdown, seizing, deformation or explosion of any part of the insured item of machinery;</li> </ul>
	which is sufficient to prevent the machinery undertaking its normal operation.
Occupied	<ul> <li>Occupied means that:</li> <li>the buildings at the insured address are furnished such that they are comfortably habitable, including:         <ul> <li>being connected to electricity and hot and cold running water; and</li> <li>containing at least one usable bed and mattress and a functioning refrigerator; and</li> </ul> </li> <li>you, a member of your family, or someone with your consent has resided in the buildings at the insured address overnight.</li> </ul>
Occurrence	An <b>occurrence</b> includes continuous or repeated exposure to substantially the same general conditions. <b>We</b> regard all death, <b>personal injury</b> or <b>damage to property</b> , arising from one original source or cause, as one <b>occurrence</b> .
Period of insurance	<b>Period of insurance</b> means the dates and times over which <b>your</b> insurance cover is valid, ending on the expiry date as shown in <b>your policy schedule</b> unless the policy is terminated earlier in accordance with the policy terms and conditions.
Personal injury	<ul> <li>Personal injury means bodily injury, shock, mental anguish or mental injury, defamation or death.</li> <li>Personal injury does not include the publication or utterance of a defamatory statement: <ul> <li>made prior to the commencement of the period of insurance; or</li> <li>made by or at the direction of you with knowledge of its falsity; or</li> <li>relating to advertising, broadcasting or telecasting activities by or on behalf of you.</li> </ul> </li> </ul>

Term	Definition
Policy schedule	<b>Policy schedule</b> means the relevant <b>policy schedule</b> issued by <b>us</b> . This is a separate document unique to <b>you</b> , which shows the insurance details personal to <b>you</b> . It includes any changes, conditions and exclusions made to suit <b>your</b> individual circumstances and that may amend the cover provided.
Premium	<b>Premium</b> means the amount(s) shown in <b>your policy schedule</b> that <b>you</b> have to pay for the cover <b>we</b> provide which is inclusive of Insurance Duty, Goods and Services Tax (GST), Emergency Services Levy (where applicable) and any additional government charges.
Products	<b>Products</b> means anything (after it has ceased to be in <b>your</b> possession or control) which is or is deemed to have been manufactured, grown, extracted, produced, processed, imported, exported, assembled, constructed, erected, installed, repaired, serviced, renovated, treated, sold, supplied, resupplied or distributed by <b>you</b> in the course of <b>your home business</b> . It includes anything (including any component, packaging or container of or for such thing) which by operation of the law of Australia <b>you</b> are deemed to have manufactured.
Set	A <b>set</b> is a number of <b>contents</b> items which are typically used or kept together and have some matching characteristics.
Shortage in trended revenue	<b>Shortage in trended revenue</b> means the amount by which the <b>gross revenue</b> during a period will, in consequence of the loss or damage, fall short of the part of <b>trended revenue</b> which related to that period.
Stock	<ul> <li>Stock means all stock, including work in progress, raw material and property of others held on consignment.</li> <li>Stock does not mean any items listed in the 'What are not contents' section on page 28.</li> </ul>
Storm	<ul> <li>Storm means:</li> <li>a thunderstorm (including lightning);</li> <li>rain, snow or hail;</li> <li>a cyclone, tornado, or other violent wind; or</li> <li>run-off of storm water following a localised storm in your area.</li> </ul>
Storm surge	<b>Storm surge</b> means an increase in the sea level resulting from strong onshore winds or reduced atmospheric pressure associated with a low-pressure system or tropical cyclone.

Term	Definition
Tools of trade and equipment	<ul> <li>Tools of trade and equipment means equipment, instruments and tools you use in your trade or profession, that either belong to you or you are responsible for.</li> <li>Tools of trade and equipment excludes: <ul> <li>trailers;</li> <li>any motorised vehicles; or</li> <li>stock.</li> </ul> </li> <li>Tools of trade and equipment may include, but are not limited to: <ul> <li>computers;</li> <li>drills, saws and other power tools;</li> <li>scientific equipment such as surveying equipment;</li> <li>equipment for taking photographs or videos;</li> </ul> </li> </ul>
Trended revenue	<ul> <li>musical instruments.</li> <li>Trended revenue means the gross revenue during that period in the twelve months immediately before the date of the claimed destruction, loss or damage, which corresponds with the start of the indemnity period.</li> </ul>
We, us, our	Blue Zebra Insurance Pty Ltd ( <b>BZI</b> ) ABN 12 622 465 838, AFS Licence Number 504130 to the extent it is acting as an agent of the <b>insurer</b> under a binder agreement, or otherwise the <b>insurer</b> .
You/your	<ul> <li>In this policy you/your means:</li> <li>you – all the people named as the insured on your policy schedule; and</li> <li>members of your family that normally live with you at the insured address.</li> <li>If you live with people that are not part of your family (for example, your friends) we only cover them if they are named as an insured on your policy schedule.</li> </ul>
	<ul> <li>If the insured on your policy schedule is a company, trustee of a trust or body corporate, then you/your means:</li> <li>that company, trustee or body corporate;</li> <li>the following if they normally live at the insured address: <ul> <li>any company director, company owner or trust beneficiary; and</li> <li>their respective family members.</li> </ul> </li> <li>Notwithstanding the above, a reference in this policy to you or your, that relates to who can cancel, amend or otherwise administer the policy, outside of making a claim, is limited to the people named as the insured on your policy schedule, or in the case of a company, trustee of a trust or body corporate, then the company director, company owner or the trustee, or their legal representative, only.</li> </ul>

## FINANCIAL SERVICES GUIDE (FSG)

This Financial Services Guide (FSG) is an important document designed to help **you** decide whether to use the financial services offered.

It contains information about how Blue Zebra Insurance Pty Ltd, ABN 12 622 465 838, AFSL 504130 (**BZI**) administers the policy and arranges the policy.

## What financial services are provided?

**BZI** holds an Australian Financial Services Licence (AFSL) that allows **BZI** to provide **you** with general financial product advice about this Home Building and Contents Insurance Accidental Damage product and to arrange this product. **BZI** is responsible for the provision of these services under its own AFSL.

**BZI** acts under a binder authority from Youi Pty Ltd (the **insurer**), who is the issuer of this product. This means that **BZI** can bind the **insurer** with this policy and can handle or settle claims on behalf of the **insurer**. **BZI** acts for the **insurer** when providing these services and not on **your** behalf. **You** can find full details of **BZI** and the **insurer** on page 4 of the PDS.

Any advice given to **you** by **BZI** about Home Building and Contents insurance will be of a general nature only and will not take into account **your** personal objectives, financial situation or needs. **You** need to determine whether this product meets **your** needs.

## How are we paid?

**BZI** is paid a commission by the **insurer** when **you** buy this Home Building and Contents Accidental Damage insurance policy. This commission is included in the **premium** that **you** pay and may be up to 7% of the **premium** paid excluding any government taxes and levies. **BZI** receives this commission from the **insurer** after **you** have paid the **premium**.

**BZI** may add an agency fee to the **premium** that is charged. Any agency fee will be noted on **your policy schedule**.

**BZI** may also receive a share of the profit earned by the **insurer** if the **insurer** makes an underwriting profit in accordance with the underwriting targets it has set. This amount is calculated and paid retrospectively only when the **insurer** exceeds its underwriting targets in a given year.

BZI employees are paid an annual salary and may be paid a bonus based on business performance.

## **Further information**

For more information about remuneration or other benefits received for the financial services provided, please ask **your** intermediary or contact **us** using the details noted in this document within a reasonable time of receiving this FSG and before **you** choose to buy this product.

## Complaints

If **you** have a complaint about the financial services provided by **BZI** in relation to this product please refer to the PDS for details of the complaint resolution process.

# What professional indemnity insurance arrangements do we have in place?

**BZI** holds professional indemnity insurance covering errors and mistakes relating to the provision of financial services provided by **BZI** and **our** employees (even after they cease to be employed). **BZI**'s policy meets the requirements of the Corporations Act 2001 (Cth).

## Who is responsible for this document?

The **insurer** is responsible for the PDS. **BZI** has authorised the distribution of this FSG. This combined FSG and PDS was prepared on 12 August 2021.

## **CONTACT DETAILS**

Blue Zebra Insurance Pty Ltd ABN 12 622 465 838 AFS Licence 504130 PO Box R804 Royal Exchange NSW 1225 Phone: 1300 171 535 Email: info@bzi.com.au www.bzi.com.au

## FOR CLAIMS

Phone: 1300 253 692 +61 2 9301 8018 (from overseas) Online: www.bzi.com.au/newclaim



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