

# Chubb Home

Product Disclosure Statement (PDS)  
and Policy Wording

CHUBB®

# Chubb Home

## Product Disclosure Statement (PDS)

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## Important information about this Product Disclosure Statement and Policy Wording

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This Product Disclosure Statement (PDS) provides general information only and should be read in conjunction with the Chubb Home Policy Wording (Policy Wording).

The PDS contains important information about Your rights and obligations including the cooling off period and the duty of disclosure. The terms and conditions of insurance cover are contained in the Policy Wording. The PDS and the Policy Wording contain important information that You should read carefully before deciding to take out the insurance cover. Other documents may form part of Our PDS and Policy Wording and, if they do, We will tell You in the relevant document.

This PDS and the Policy Wording are both important documents so please keep them in a safe place for future reference. Should You require any further information about this or any other product, please contact Your authorised financial services provider or Chubb.

### General Advice

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Any general advice that may be contained within this PDS or accompanying material does not take into account Your individual objectives, financial situation or needs. You need to decide if the limits, type and level of cover are appropriate for You. You should read this PDS carefully to understand what's covered, what's not covered, the eligibility criteria, terms, conditions, exclusions and limits of cover. Do not rely on assumptions of what should be covered under this insurance.

### PDS Code

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22PDSHOME01

### Preparation Date

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This PDS was prepared on 19 February 2022.

### General Insurance Code of Practice

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We are a signatory to the General Insurance Code of Practice (**Code**). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and Your rights under it is available at [codeofpractice.com.au](https://codeofpractice.com.au) and on request. As a signatory to the Code, We are bound to comply with its terms. As part of Our obligations under Parts 9 and 10 of the Code, Chubb has a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10). The Code is monitored and enforced by the Code Governance Committee.

## About Chubb

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Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687) (Chubb) is the insurer and issuer of this product. In this PDS and the Policy Wording, "We", "Us", "Our" means Chubb. Our contact details are:

**Head Office:** Grosvenor Place, Level 38, 225 George Street, Sydney NSW 2000

**Postal Address:** GPO Box 4907, Sydney NSW 2001

**Phone:** +61 2 9335 3200

**Email:** CustomerService.AUNZ@chubb.com

## Duty of Disclosure

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### Your Duty of Disclosure

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Before You enter into this contract of insurance, You have a duty of disclosure under the *Insurance Contracts Act 1984*.

The duty applies until We first agree to insure You, and where relevant, until We agree to any subsequent variation, extension, reinstatement or renewal (as applicable).

### A consumer insurance contract

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This policy is a 'consumer insurance contract' as it is, wholly or predominantly, for personal, domestic or household purposes.

### Answering our questions

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In all cases, if We ask You questions that are relevant to Our decision to insure You and on what terms, You have a duty to take reasonable care not to make a misrepresentation when answering the questions.

It is important that You understand You are answering Our questions in this way for Yourself and anyone else that You want to be covered by the contract.

### Variations, extensions and reinstatements

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For variations, extensions and reinstatements, You have a duty to take reasonable care not to make a misrepresentation when answering the questions.

### Renewal

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Where We offer renewal, We may, in addition to or instead of asking specific questions, give You a copy of anything You have previously told Us and ask You to tell Us if it has changed. If We do this, You must tell Us about any change or tell Us that there is no change.

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

### What You do not need to tell Us

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You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

## If You do not tell Us something

If You do not tell Us anything You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## The Meaning of Certain Words and Interpretation

Throughout the PDS and Policy Wording, certain words begin with capital letters. These words have special meanings and are included in the section "Definitions and Words with special meanings" on page 14. Please refer there for their meaning.

Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended and as may be in force from time to time.

## What makes up Your Chubb Home Insurance Contract

Your insurance requirements and cover will depend on Your circumstances and on what Chubb agrees to provide. Not all sections of the Policy Wording will apply to You. The precise coverage given will be subject to the terms, conditions and exclusions set out in the Policy Wording and the Coverage Summary and any changes agreed to by Us. The Coverage Summary will be issued to You if Chubb accepts Your application for insurance.

The types of cover Chubb agrees to provide to You will be shown on Your Coverage Summary.

When Chubb accepts Your application, or Your existing Chubb Home Policy is renewed, We enter into an insurance contract with You. Your insurance contract is made up of the following documents collectively known as Your Policy:

- This Product Disclosure Statement (PDS);
- The Policy Wording which commences on page 13 of this document;
- Your current and/or revised Coverage Summary; and
- Any Policy Wording endorsements or Supplementary Product Disclosure Statements (SPDS) that may be issued by Us from time to time.

## Key Benefits and Risks

The Policy Wording provides a number of benefits under the different sections of the Policy Wording. Each section also contains limits and exclusions. It is important that You read the Policy Wording carefully and that You understand the extent of the cover Chubb offers. Benefits are payable if You suffer a loss that is covered under the Policy Wording during the Policy Period, unless an exclusion or condition applies. Before Chubb will pay a claim, You must meet the requirements for making a claim which are explained on page 9 of this PDS and on pages 48-49 of the Policy Wording.

The Policy Wording outlines the extent of cover for the sections described below.

### Section 2: House and Contents Cover

Provides cover against physical loss or damage to Your House and Contents.

Benefits include:

- Physical damage cover to Your House.

- Physical damage and loss cover for Your Contents at the location shown in the Coverage Summary and for Contents that are temporarily removed.
- Catastrophe Buffer for Your House up to 30% above the Sum Insured.
- Necessary and reasonable additional living expenses for up to 24 months if Your principal residence is uninhabitable due to a loss which is covered by this Policy.

Risks include but are not limited to:

- Wear and tear is not covered.
- Limits apply to the Sum Insured for some items. For example, We will not pay more than \$2,000 for loss of money, cash or bullion.

### Section 3: Personal Liability Cover

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Provides personal liability cover for Personal Injury and Property Damage where You or a Family Member are legally liable.

Benefits include:

- Personal liability cover up to \$20,000,000.
- Identity Fraud Expenses up to \$10,000 per Occurrence.

Risks include but are not limited to:

- Business liabilities are excluded.

### Section 4: Valuable Articles Cover

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Provides cover against physical loss or damage to Your Valuable Articles anywhere in the world.

Benefits include:

- Itemised or blanket cover available.

Risks include but are not limited to:

- Wear and tear is excluded.
- Repairing, restoring, retouching, refinishing or renovating Valuable Articles is excluded.

### Section 5: Cyber Cover

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Provides You with certain cyber covers for You or a Family Member

Cover comprises 3 areas:

- Cyber Extortion Cover.
- Cyber Financial Loss Cover.
- Cyber Bullying and Breach of Personal Information Cover.

Risks include but are not limited to:

- Limits apply to the amounts payable under each cover as shown in the Coverage Summary.

### Section 6: Emergency Home Assistance Benefit

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Benefits include:

- We will arrange for a referral to a service provider following an Emergency Event.
- We will pay up to \$300 for Emergency Call Out Charges.

Risks include but are not limited to:

- No cover for charges relating to labour or spare parts.
- Number of call outs is limited to 2 per location per Policy Period.

#### Section 7: Premium Protect Benefit

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We provide a premium protection benefit if during the Policy Period You suffer from a Bodily Injury which results directly in:

- Accidental Death;
- Permanent Total Disablement;
- Paraplegia or Quadriplegia;
- Loss of Independent Existence.

Benefits include:

- We will pay Your annual Chubb Home Policy Premium for the next five (5) renewals.

Risks include but are not limited to:

- We will not pay more than the Premium You paid for the Policy Period in which the Bodily Injury occurred

## Policy Conditions and Costs

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### Terms, conditions and exclusions

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The Policy Wording contains conditions, limitations and exclusions which apply in various circumstances.

Please carefully read the Coverage Summary, the Policy Wording, this PDS, any applicable Supplementary Product Disclosure Statements and any Policy Wording endorsements which may be issued from time to time, for full details of making a claim, Your obligations and duties, Excesses and the Policy terms and conditions which apply to each section or which apply to the whole Policy as outlined in the terms and conditions of the Policy Wording on pages 45-47.

A number of exclusions apply to the different sections of the Policy Wording and all of them are important. It is important that You carefully read and are aware of all Policy Wording exclusions which apply to You.

### Policy Excess

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If You make a claim You will be required to pay an Excess. For example, if You have cover under Section 2C - Contents Cover - and there is a covered loss involving damage to Your Contents to the value of \$10,000 and You have an Excess of \$500, then We will pay You \$9,500.

Details of Your Excess are stated in Your Coverage Summary.

### Premium

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The cost of the Policy is the total premium due as detailed in Your Coverage Summary. It is made up of Your premium plus any applicable government taxes and charges. The amount of these taxes and charges will be shown separately on Your Coverage Summary. We may pay a commission to Your insurance intermediary for arranging the Policy. The premium payable will be determined by a number of factors including the construction of the home, the location of the home, the Sum Insured, Your claims history, security at the home and the age and condition of the home.

The premium payment may also be increased or decreased when changes are made to Your Policy or upon renewal.

We may cancel the Policy if You have failed to pay the total premium due.

## Privacy Statement

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In this Statement, **We**, **Our** and **Us** means Chubb Insurance Australia Limited (**Chubb**).

**You** and **Your** refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time-to-time and where this occurs, the updated Privacy Policy will be posted to Our [website](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**), as amended or replaced from time-to-time.

### Why We collect Your Personal Information

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The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You.

Sometimes, We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

### How We obtain Your Personal Information

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We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such as an insurance intermediary or Your employer (e.g., in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

### When do We disclose Your Personal Information?

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We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e. group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact Us, if You would like a full list of the countries in which these third parties are located.

In the circumstances where We disclose Your Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

### Your decision to provide Your Personal Information

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In dealing with Us, You agree to provide Us with Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.



## Access to and correction of Your Personal Information

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Please contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com) if You would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this [Personal Information request form](#) and return it to:

Email: [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com)  
Fax: + 61 2 9335 3467  
Address: GPO Box 4907  
Sydney NSW 2001

## Further information request

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If You would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer  
Chubb Insurance Australia Limited  
GPO Box 4907  
Sydney NSW 2001  
+61 2 9335 3200  
[Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com)

## How to make a complaint

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If You are not satisfied with Our organisation, services, Our response to Your enquiry, or You have any concerns about Our treatment of Your Personal Information or You believe there has been a breach of Our Privacy Policy, or You are not satisfied with any aspect of Your relationship with Chubb and wish to make a complaint, please contact Our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
P +61 2 9335 3200  
F +61 2 9335 3411  
E [complaints.AU@chubb.com](mailto:complaints.AU@chubb.com)

For more information, please read Our [Complaints and Customer Resolution](#) policy.

## How to Make a Claim

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Your financial services provider can make a claim on Your behalf or if You prefer please contact Chubb directly at Your closest office. For after hours emergencies where You are unable to contact Your financial services provider, call 1800 726 226. We can only accept responsibility for repairs or payment to third parties under a claim where You have told Us about them beforehand and We have accepted Your claim. Full details of what You must do for Us to consider Your claim are detailed on pages 48-49 of Your Policy Wording.

## Cooling Off Period

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You have 21 days to consider the information contained in Your Policy. This is Your cooling off period. If You would like, and provided You have not made a claim under Your Policy, You have the right to cancel Your insurance. We will refund in full any premium You have paid (less charges or taxes which We are unable to recover).

To exercise this right, You must notify Chubb in writing or electronically within 21 days from the date Your Policy first takes effect.

Even after the cooling off period ends You have cancellation rights, as outlined in the next section. These cooling off rights do not apply if You have made or You are entitled to make a claim during this period.

## Cancelling Your Policy

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This Policy may be cancelled by You at any time by giving Us notice in writing of the future date the cancellation is to take effect. There are circumstances in which We may cancel this Policy, including non-payment of Your Policy premium, non-disclosure of information reasonably requested by Us, and fraud. Any Policy cancellation will be in accordance with the *Insurance Contracts Act 1984* (Cth). If We do cancel Your Policy, We will provide You with specific details as to why Your Policy is being cancelled. Should We or You cancel Your Policy, We shall retain a Pro Rata proportion of the premium for the time the Policy has been in force.

### Refund

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In the event of cancellation by You or by Us, We will refund premium based on the effective date of cancellation or as soon as possible afterwards. Any returned premium will be calculated on a pro-rata basis relating to the time the Policy was in place and will depend upon any claims made by You. However, We will not refund any premium in the event We have paid a claim for:

- a lost or totally destroyed Valuable article;
- a loss for the maximum Sum Insured provided under any section(s) of this Policy.

## Complaints and Dispute Resolution Process

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We understand that You could be dissatisfied with Our organisation, Our products and services, or the complaints handling process itself. We take all Our customer's concerns seriously and have detailed below the complaints process that You can access.

### Complaints and Customer Resolution Service

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#### *Contact Details*

If You are dissatisfied with any aspect of Your relationship with Chubb including Our products or services and wish to make a complaint, please contact Our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
P +61 2 9335 3200  
F +61 2 9335 3411  
E [complaints.AU@chubb.com](mailto:complaints.AU@chubb.com)

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently.

## Process

Please provide Us with Your claim or policy number (if applicable) and as much information as You can about the reason for Your complaint.

## Our response

We will acknowledge receipt of Your complaint within one (1) business day of receiving it from You, or as soon as practicable. Following acknowledgement, within two (2) business days We will provide You with the name and relevant contact details of the CCR Service team member who will be assigned to liaise with You regarding Your complaint.

We will investigate Your complaint and keep You informed of the progress of Our investigation at least every ten (10) business days and will make a decision in relation to Your complaint in writing within thirty (30) calendar days. If We are unable to make this decision within this timeframe, We will provide You with a reason for the delay and advise of Your right to take Your complaint to the Australian Financial Complaints Authority (**AFCA**) as detailed below, subject to its Rules. If Your complaint falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

To the extent allowable at law, if You request copies of the information We relied on to make a decision about Your complaint, We must provide it within ten (10) business days of Your request. Please see the General Insurance Code of Practice 2020 ([codeofpractice.com.au](http://codeofpractice.com.au)) or contact Us for further details.

Please note that if We have resolved Your complaint to Your satisfaction by the end of the fifth (5<sup>th</sup>) business day after We have received it, and You have not requested that We provide You a response in writing, We are not required to provide a written response. However, this exemption does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

## External Dispute Resolution

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If You are dissatisfied with Our complaint determination, or We are unable to resolve Your complaint to Your satisfaction within thirty (30) days, You may refer Your complaint to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (**ASIC**). We are a member of this scheme and We agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001  
P 1800 931 678 (free call)  
F +61 3 9613 6399  
E [info@afca.org.au](mailto:info@afca.org.au)  
W [www.afca.org.au](http://www.afca.org.au)

Time limits may apply to complain to AFCA and so You should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to Your circumstances expires.

## Financial Claims Scheme

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We are an insurance company authorised under the *Insurance Act 1973* (Cth) (**Insurance Act**) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (**APRA**) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the *Corporations Act 2001* (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to [www.fcs.gov.au](http://www.fcs.gov.au) for more information.

## Updating Our PDS

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There are circumstances in which We may need to update this PDS. These could include correcting an error within the Policy, or amending the Policy to comply with updated legal and regulatory requirements. If We need to update this PDS, We will provide You with a new or supplementary PDS, together with a notice identifying the changes.

# Chubb Home

## Policy Wording

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## Section 1: Definitions and Words with Special Meanings

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In this Policy there are words that have a special meaning. These words begin with a capital letter. Those words that have a special meaning are defined below:

**Accident** means a sudden, external and identifiable event that happens by chance and could not have been expected by You. The word Accidental shall be construed accordingly.

**Accidental Death** means death occurring as a result of a Bodily Injury.

**Account Funds** means funds from any personal account or credit line that You, Your Family Member, and, only with Your authority, Your employee, may access, provided each user with access has complied with the terms and conditions of the personal account or credit line.

**Action of the Sea** means waves, tidal waters or spray from any of these even if it is driven by wind. This includes natural and man-made bodies of water including but not limited to oceans, seas, canals, harbours, bays and rivers.

**Act of Terrorism** means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or non-stated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not, and includes any act, which is verified or recognised by the (relevant) government as an act of terrorism.

**Australian Financial Services Licence** has the meaning given it in section 761A of the Corporations Act 2001 (Cth).

**Bodily Injury** means a bodily injury resulting solely and directly from an Accident and which occurs independently of any illness or any other cause, where the Bodily Injury and Accident both occur during the Policy Period. Bodily Injury includes further illness or disease which manifests as a direct result of the necessary medical or surgical treatment of the original Bodily Injury. The definition of Bodily Injury therefore does not include any Pre-Existing Medical Condition, sickness, illness or disease that did not manifest as a direct result of an Accident.

**Business** means any employment, trade, occupation, profession or farm operation including the raising or care of animals or any activity intended to realise a benefit or financial gain engaged in on a full-time, part-time or occasional basis.

**Business Property** means physical property (including furniture and equipment) used by You or a Family Member in connection with Your or a Family Member's Business and tools, equipment and stock used for earning income by You or Your Family Member. Business Property does not include musical instruments, cameras and their related equipment which is used for profit by a professional musician or photographer.

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

**Consumer Price Index (CPI)** means the economic indicator produced by the Australian Bureau of Statistics, providing a general measure of changes in the prices of consumer goods and services purchased by Australian households.

**Collectibles** means private collections of rare, unique or novel articles of personal interest (for example dolls or model trains) and including memorabilia.

**Contents** means personal property You or a Family Member own or possess which is not specifically excluded in section 8 - Exclusions. Contents include:

- carpets whether fixed or not;
- Business Property;
- spare parts for Your motor vehicle or watercraft, including a watercraft engine, but only while such spare parts are not in or on the motor vehicle or watercraft and only while located at the location shown in Your Coverage Summary;
- canoes, surfboards, surf skis or sailboards and any other watercraft up to four (4) meters in length;
- Unregistered Vehicles such as Ride-on mowers used solely on and to service the location listed in the Coverage Summary;
- Unregistered Vehicles used to assist the disabled;
- quad bikes and motor bikes up to and including 250cc which do not require registration and only while at the location shown in Your Coverage Summary;
- battery powered bicycles which comply with Australian legislation and which do not require registration for use on public roads;
- golf carts,

however, "Contents" does not include:

- any caravan or trailer;
- any tree, shrub or other plant life other than pot plants;
- motorised land vehicles other than those noted above as Contents;
- aircraft or their accessories (other than a drone, non-pilotable model aircraft or remote piloted aircraft (RPA) as defined by the Civil Aviation Safety Regulations (CASR) 1998 and associated legislation, as amended from time to time); or
- accessories or spare parts of motor vehicles, caravans, trailers, watercraft or aircraft other than as noted in the definition of Contents above.

**Coverage Summary** means the most recent Coverage Summary We issued to You, including any subsequent coverage updates.

**Cyber Aggregate Limit** means the aggregate limit for cyber cover expenses shown in the Coverage Summary. This is the most We will pay for the sum of all cyber covered expenses during the Policy Period, regardless of the number of covers, claims, people, Occurrences, or Cyber Attacks, including any combination of those things.

**Cyber Attack** means the following malicious or fraudulent acts:

- unauthorised access to or use of Electronic Data Processing Property;

- alteration, corruption, damage, manipulation, misappropriation, theft, or destruction of Electronic Data Processing Property;
- transmission or introduction of a computer virus or harmful code, including ransomware, into Electronic Data Processing Property; or
- restriction or inhibition of access targeted at or directed against Electronic Data Processing Property.

**Cyber Breach of Personal Information Occurrence** means theft, loss, or unauthorised use or access of Your or a Family Member's Personal Information first discovered during the Policy Period arising out of a Cyber Attack which results in the making public of Your or a Family Member's Personal Information that:

- compromises the security of Your residence, or puts You or a Family Member at physical risk; or
- causes an Identity Fraud Occurrence; or
- leads to:
  - wrongful termination of employment of You or a Family Member;
  - false arrest of You or a Family Member;
  - wrongful discipline of You or a Family Member by a governing official or body of a primary or secondary school or institution of higher education, or private school; or
  - debilitating shock, mental anguish, or mental injury, as diagnosed by a Registered Psychologist (as assigned by Us from Our approved list of providers or as otherwise approved by Us) or as otherwise accepted by Us.

**Cyber Bullying and Breach of Personal Information Expenses** means the reasonable and necessary costs incurred by You or a Family Member for:

- related salary lost during the first sixty (60) days after the date You discover or learn of a Cyber Breach of Personal Information Occurrence or Cyber Bullying Occurrence covered under this Policy for You or a Family Member, up to a maximum of \$2,500 per Policy Period, in excess of any other valid and collectible benefits including disability insurance, workers' compensation insurance, unemployment compensation, salary and wage continuation, or other similar salary replacement plans;
- Identity Fraud Expenses;
- for a Cyber Bullying Occurrence only, the related temporary private tutoring expenses or any additional expense for school fees if Your Family Member needs to relocate to an alternative but similarly priced school as a direct result of a Cyber Bullying Occurrence. We will pay up to twenty percent (20%) of the Cyber Aggregate Limit per Policy Period for Cyber Cover shown on Your Coverage Summary. The expense must be incurred within 60 days after the earliest date attributable to the start of the Cyber Bullying Occurrence.
- related temporary relocation expenses for You and Your Family Members following a Cyber Breach of Personal Information Occurrence or Cyber Bullying Occurrence, when incurred as a direct result of the Cyber Breach of Personal Information Occurrence or Cyber Bullying Occurrence within 60 days after the earliest date attributable to such Occurrence;
- legal fees to consult with legal counsel solely for legal guidance on how to respond to a Cyber Breach of Personal Information Occurrence or a Cyber Bullying Occurrence:
  - with prior notice and approval by Us; and
  - when incurred within one year after an act committed as part of such Occurrence,

but does not include any legal fees to retain legal counsel for legal action, or to act on the legal advice in any way, including but not limited to bringing or starting a legal action or lawsuit related to the Cyber Breach of Personal Information Occurrence or Cyber Bullying Occurrence.

**Cyber Bullying Occurrence** means two or more related acts of harassment or intimidation, including defamation of character, invasion of privacy, or threats of violence first discovered during the Policy Period committed against You or a Family Member by computer, telephone, portable device (such as a smartphone, electronic tablets or handheld computers), or any similar electronic device or means, first committed within the Policy Period and resulting in:

- wrongful termination of employment of You or a Family Member; or
- false arrest of You or a Family Member; or



- wrongful discipline of You or a Family Member by a governing official or body of a primary or secondary school, institution of higher education, or private school; or
- debilitating shock, mental anguish, or mental injury, as diagnosed by a Registered Psychologist or Your treating psychologist as approved by Us, Our approval not to be unreasonably withheld.

**Cyber Extortion Expenses** means the reasonable and necessary costs incurred by You or a Family Member to:

- retain a Third Party Vendor to respond to the Cyber Extortion Occurrence, including to negotiate the removal of the threat made and/or remove any malware or other malicious software which was caused to be installed on your electronic data processing equipment in order to facilitate the Cyber Extortion Occurrence;
- reimburse Your loss of legal tender that was used to stop or remove the Cyber Extortion Occurrence; and
- replace, repair, restore, or recover the Electronic Data Processing Property owned by You or a Family Member which is damaged or destroyed as a result of the Cyber Extortion Occurrence.

**Cyber Extortion Occurrence** means one or more similar or related acts first discovered during the Policy Period that have been verified by a Third Party Vendor, retained by You, as arising out of a Cyber Attack committed directly against You or a Family Member's Electronic Data Processing Property and threatens to perform or actually performs the following unless a payment is made:

- to release, divulge, disseminate, destroy, or use Your or a Family Member's Personal Information;
- to disable or make inoperable Electronic Data Processing Property owned by You or a Family Member; or
- to restrict or inhibit access to Your or a Family Member's Electronic Data Processing Property or Personal Information.

We will advise You of a qualified Third Party Vendor or You may use a Third Party Vendor of Your choice with Our approval, which will not be unreasonably withheld.

**Cyber Financial Loss Expenses** means the reimbursement of non-recoverable Account Funds and any of the following reasonable and necessary costs incurred by You or a Family Member related to a Cyber Financial Loss Occurrence:

- ensuing damages for which You or a Family Member becomes legally liable to a third party which arise directly out of the Cyber Financial Loss;
- salary lost due to time off from work for You or a Family Member to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel during the first 60 days after discovery of an act committed as part of the Cyber Financial Loss Occurrence, up to a maximum of \$5,000 for each Cyber Financial Loss Occurrence, in excess of any other valid and collectible benefits including disability insurance, workers' compensation insurance, unemployment compensation, salary and wage continuation, or other similar salary replacement plans; or
- with Our consent, which will not be unreasonably withheld or delayed, legal fees, up to a maximum of twenty percent (20%) of the maximum amount of cover per Policy Period for Cyber Financial Loss Cover shown in the Coverage Summary for:
  - the defence of You or a Family Member against a lawsuit(s) related to the Cyber Financial Loss Occurrence by a business or a collection agency;
  - the removal of criminal or civil judgements related to the Cyber Financial Loss Occurrence wrongly entered against You or a Family Member; or
  - any challenge to the information in a consumer credit report for You or a Family Member.

**Cyber Financial Loss Occurrence** means one or more similar or related acts first discovered during the Policy Period, which arise out of a Cyber Attack and result in theft of Your or a Family Member's personal Account Funds from a Financial Institution, without Your knowledge, Your Family Member's knowledge, or the knowledge of Your employee who is authorised to access the Account Funds from which the theft occurred. However, "Cyber Financial Loss Occurrence" does not include the following, regardless of whether it results from a Cyber Attack:

- a payment or transfer of Your personal Account Funds by You, Your Family Member, or Your authorised employee; or
- credit card charges or loans obtained in Your or a Family Member's name; or
- any Cyber Attack on the Financial Institution(s) where You or a Family Member maintain funds of any kind, where the Cyber Attack is directed at the Financial Institution as a whole and not directed at Your or Your Family Member's personal Account Funds, even if You or Your Family Member's personal Account Funds are compromised as a result.

**Dentist** means Your attending dentist who is registered or licensed to practice dentistry under the laws of the country in which they practice. "Dentist" shall not include You or a Family Member or Your relative or a Family Member's relative unless otherwise approved by Us, Our approval of which shall not be unreasonably withheld.

**Doctor** means Your attending doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice. "Doctor" shall not include You or a Family Member or Your relative or a Family Member's relative unless otherwise approved by Us, Our approval of which shall not be unreasonably withheld.

**Electronic Contents** means non-recoverable purchased eBooks, software, application software (apps), and photo, video, music, and movie files.

**Electronic Data** means information, concepts, knowledge, facts, personal information, data of any kind, or instructions which are stored digitally. Electronic Data does not include any tangible property.

**Electronic Data Processing Property** means:

- Electronic Data processing equipment, and their accessories;
- portable electronic devices such as smartphones, electronic reading devices, tablets, handheld or wearable computers, or similar devices;
- software;
- Electronic Contents; or
- Electronic Data, including the capacity of Electronic Data to be stored, processed, or transmitted over the internet.

**Emergency Call Out Charges** means the additional costs charged by a service provider to attend an Emergency Event at the location shown in the Coverage Summary. It does not include the normal costs of labour and parts once the service provider is on site.

**Emergency Event** means any of the following events occurring at the location shown in the Coverage Summary:

- Blackout or power failure disrupting power supply to the House (excluding area wide blackouts); or
- Blocked drain, pipe or toilet preventing water flow and resulting in an overflow or backup of the drain, pipe or toilet; or
- Broken, burst or damaged hot water system; or
- Broken external door or window that puts safety or security at risk (e.g. broken glass, damaged locks, doors or windows unable to open); or
- Broken or damaged heating or cooling system; or
- Physical breakage to a pipe or joint which results in uncontrollable water flow; or
- Burst showerhead or tap resulting in uncontrollable water flow; or
- Damaged roof or guttering causing an internal leak through ceilings or walls; or

- Gas leak as a result of damaged gas pipe lines or gas appliances; or
- You being locked out of the House and unable to gain entry.

**Excess** means the amount shown in Your Coverage Summary which You are required to pay towards the cost of Your claim. The Excess applies in respect of each Occurrence and each location shown on Your Coverage Summary. In certain circumstances outlined in section 2B - how We will pay a House claim - the Vacant House Excess will apply.

**Family Member** means any person who lives with You, and who is:

- Your relative; or
- under 25 and in the care of You or Your relative who lives with You; or
- a student under 25 who is in Your care who is temporarily away at school or an institute of higher learning.

**Financial Institution** means a bank, savings association, credit union, credit institution, company issuing credit, or any other entity that:

- is regulated and insured in Australia and holds an appropriate Australian Financial Services Licence; and
- directly or indirectly holds Account Funds belonging to You or a Family Member.

**Fine Art** means private collections of paintings, etchings, pictures, tapestries, rugs, art glass windows, other bona fide works of art (for example digital art, statues, rare books and manuscripts, porcelains, rare glass, crystal and other items of historical value or artistic merit).

**Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of any lake, river, creek or other natural watercourse (whether or not these have been altered or modified), reservoir, canal or dam.

**House** means the main dwelling and attached buildings including underground services supplying the main dwelling and attached buildings, at each location named in Your Coverage Summary. House also includes:

- outbuildings, fixtures, structural improvements and permanent additions including in-ground swimming pools, tennis courts, in-ground spas, saunas, pathways and driveways, retaining walls, fences, gates, pergolas and gazebos, and garden sheds;
- wharves, jetties and pontoons and their attachments and accessories;
- fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings (except carpet);

which are located at the location shown in the Coverage Summary.

**Identity Fraud** means the act, committed by a person who is not:

- You or a Family Member, or
- an authorised representative of You or a Family Member, or
- anyone acting on behalf of or in collusion with You or a Family Member;

of knowingly transferring or using, without lawful authority, Your or a Family Member's means of identity, which constitutes a violation of law or a crime under any government's law or local law.

**Identity Fraud Expenses** means:

- ensuing damages for which You or a Family Member becomes legally liable to a third party which arise directly out of the Identity Fraud Occurrence and subsequent theft or fraud;
- costs for notarising affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- costs of sending certified mail to law enforcement agencies, financial institutions or similar credit grantors and credit agencies;

- loan application fees for re-applying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
- telephone expenses for calls for businesses, law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- earnings lost by You or a Family Member as a result of time off work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants or legal counsel, up to \$250 a day, to a total of \$1,000;
- reasonable legal expenses incurred with prior approval from Us for the defence of You or a Family Member against any suit(s) by businesses or their collection agencies;
- costs for the removal of any criminal or civil judgements wrongly entered against You or a Family Member; and
- costs for any challenge to the information in Your or a Family Member's consumer credit report.

**Identity Fraud Occurrence** means any act or series of acts of Identity Fraud by a person or group commencing in the Policy Period.

**Jewellery** means articles of personal adornment containing gemstones, silver, gold, platinum or other precious metal or alloys. This also includes costume jewellery and watches.

**Loss of Independent Existence** means when as a result of a Bodily Injury, and as confirmed by a Doctor, You are unable to perform two (2) or more of the activities of daily living listed below:

- "Transferring" which means Your ability to move in and out of a chair or bed without the assistance of another person. You will be considered to be able to "transfer" Yourself even if equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorised devices are used.
- "Dressing" which means Your ability to put on and take off all garments and medical braces or artificial limbs usually worn and to fasten and unfasten them, without the assistance of another person. You will be considered to be able to "dress" Yourself even if the above tasks can be performed only by using modified clothing or adaptive devices such as tape fasteners or zipper pulls.
- "Toileting" which means Your ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene and to care for clothing without the assistance of another person. You will be considered able to "toilet" Yourself even if You have an ostomy and are able to empty it Yourself, or if You use a commode, bedpan or urinal, and are able to empty and clean it without the assistance of another person.
- "Bathing/Washing" which means Your ability to wash Yourself either in the bath or shower or by sponge bath without the assistance of another person. You will be considered to be able to bathe Yourself even if the above tasks can only be performed in the bath or shower by using equipment or adaptive devices.
- "Eating" which means Your ability to get nourishment into the body by any means once it been prepared and made available to You without the assistance of another person.

**Mould** means fungi, mould, mould spores, mycotoxins, and the scents and other by-products of any of these.

**Occurrence** means:

- a loss or accident or damage or a series of losses, accidents or damages arising out of any one event to which this insurance applies occurring within the Policy Period, irrespective of the number of claims. Continuous or repeated exposure to substantially the same general conditions unless excluded is considered to be one Occurrence; or
- with respect to Section 5- Cyber Cover (only): a Cyber Extortion Occurrence, a Cyber Financial Loss Occurrence, a Cyber Bullying Occurrence or a Cyber Breach of Personal Information Occurrence, that first occurs within the Policy Period. Continuous or repeated exposure to substantially the same general conditions unless excluded is considered to be one Occurrence. An Occurrence or series of related Occurrences is considered to be one Occurrence, even if an Occurrence or series of related Occurrences continues into a subsequent Policy Period. For all Occurrences covered under Cyber Cover, any acts committed as part of a Cyber Attack, and (i) committed by any person or group of persons acting in

concert; or (ii) in which any person or group of persons is involved or implicated, are considered to be one Occurrence, even if a series of similar or related acts occurs over multiple Policy Periods.

**Paraplegia** means the Permanent loss of use of both legs and the Permanent loss of use of the whole of or part of the lower half of the body.

**Permanent** means having lasted twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period, being deemed to have reached maximum medical improvement, with little to no chance of further recovery, as affirmed to by a Doctor.

**Permanent Total Disablement** means where in the opinion of a Doctor:

- You are entirely and continuously unable to engage in, perform or attend to any occupation or business for which You are reasonably qualified by reason of education, training or experience; and
- the disability has lasted twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period, being deemed to have reached maximum medical improvement, with little to no chance of further recovery, as affirmed to by a Doctor.

**Personal Information** means the following non-public or private information:

- a natural person's name, mailing address, email address, telephone number, tax file number, medical or healthcare data, biometric records, other protected health information, driver's license number, or passport;
- personal bankcard, credit card, debit card or account numbers in combination with associated security codes, access codes, passwords or pins, or account histories; or
- emails, text messages, voice or other electronic or digital messaging, internet browsing history, or personal photos or videos that can reasonably be assumed to remain private.

**Personal Injury** means bodily injury (being physical bodily harm including illness, disease or death that results from physical bodily harm but does not mean a sickness or any Pre-Existing Medical Condition), shock, mental anguish or mental injury and resulting death.

**Policy** means Your entire Chubb Home Policy, including the Policy Wording, Your Coverage Summary, any endorsements to the Policy Wording, Product Disclosure Statement and any Supplementary Product Disclosure Statements that may be issued by Us from time to time.

**Pollutant** is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste.

**Policy Period** means the period in which this Policy is in effect. The effective dates of Your Policy are shown in the Coverage Summary. Those dates begin at 4.00 p.m. standard time at the mailing address shown in the Coverage Summary. All cover under this Policy applies only to Occurrences that take place during the Policy Period.

**Policy Wording** means this policy wording being the definitions, coverage sections, exclusions, general conditions, and claims conditions.

**Pre-Existing Medical Condition** means:

- any physical defect, condition, illness or disease for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a Doctor or Dentist in the three (3) years immediately prior to the commencement of the Policy Period; or
- a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware of in the three (3) months immediately prior to the commencement of the Policy Period.

**Property Damage** means physical injury to or destruction of or loss of tangible property, including its loss of use. Property Damage does not include any damage to, loss of, destruction of, loss of use or access to: Electronic Contents, Personal Information or Electronic Data.

**Quadriplegia** means the Permanent loss of use of both arms and both legs.

**Reconstruction Cost** means the amount required at the time of loss to repair or rebuild the House, whichever is less, at the same location with the same design, quality of materials and workmanship which existed before the loss. This includes fees and associated costs. Fees and associated costs means architects', surveyors and legal fees necessarily incurred to repair, replace or rebuild Your House. Reconstruction Cost also includes the cost of excavation, replacement or stabilisation of land under or around Your House which is required to repair or rebuild Your House following a claim to Your House which is covered under this Policy.

**Registered Psychologist** means a psychologist as assigned by Us from Our approved list of providers or otherwise approved by Us. Registered Psychologist shall not include You or a Family Member or Your relative or a Family Member's relative unless otherwise approved by Us, Our approval of which shall not to be unreasonably withheld.

**Replacement Cost** means the full cost to replace Contents without deduction for depreciation or the amount required to repair the damage, whichever is less, up to the Sum Insured.

**Sum Insured** means the relevant amount that You have insured Your property for as shown in Your Coverage Summary or in this PDS.

**Third Party Vendor** means a cybersecurity firm, not associated with Us or You or a Family Member, which provides information security services designed to protect against or minimise the effects of a Cyber Attack.

**Unregistered Vehicle** means any motorised land vehicle not designed for or required to be registered for use on public roads.

**Vacant House Excess** is 5% of the House Sum Insured shown on Your Coverage Summary.

**Valuable Articles** means personal property You own for which an amount of coverage is shown in the Valuable Articles section of Your Coverage Summary.

**Water Leak Detection and Control System** means a system in Your House that monitors:

- areas containing plumbing devices, appliances and other outlets for a water leak and if detected, closes the main water supply pipe; or
- unusual water flow patterns or unexpected interior water overflow and if detected, closes the main water supply pipe.

**We, Our, Us and Chubb** mean Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence Number 239687).

**You and Your** mean the person named in the Coverage Summary and a spouse (legal or de facto) who lives with that person.

## Section 2: House and Contents Cover

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This part of Your Policy provides cover for the physical loss or damage to Your House or Contents subject to the terms, conditions and exclusions of the Policy. Whether cover is provided for Your House, Your Contents or both is shown in Your Coverage Summary.

### Section 2A - House cover

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If a House Sum Insured is stated in Your Coverage Summary, You are covered for the physical loss or damage to Your House during the Policy Period subject to the terms, conditions and exclusions of the Policy.

### Section 2B - How We will pay a House claim

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1. The Sum insured for Your House is shown in the Coverage Summary. To help You and Us agree on the appropriate Sum insured, We may, but are not obligated to, have a Chubb risk consultant conduct an appraisal of Your House. We may alter the Sum Insured for Your House to the value of the property as determined by Our appraisal. The premium will be adjusted in accordance with Our standard rating.
2. The payment basis for Your House is Reconstruction Cost.
3. We will not pay more than the Sum Insured for Your House except as provided in the additional cover in clause 3 of Section 2E - "Catastrophe buffer on Your House".
4. We will pay the costs of either repairing, replacing or rebuilding the damaged portion of the House, provided such payment does not exceed the Reconstruction Cost or the Sum Insured as shown on the Coverage Summary.
5. At the time of a covered claim, Your House Sum Insured will include any increase in the Consumer Price Index (all groups) from the beginning of the Policy Period. There will be no additional premium payable during the Policy Period but at the end of each Policy Period the renewal premium for the next Policy Period will be calculated on the House Sum Insured adjusted for inflation.
6. If You do not commence work to repair, replace or rebuild the damaged portion of the House within 6 months of the loss or damage occurring, You may have to pay any increase in costs caused by Your delay for which You are responsible.
7. If part of Your House is damaged and We agree to pay the claim, We will pay only for the part or parts of the House that are actually damaged. We will try to match materials with those originally used but We do not pay for any undamaged materials except as provided in the additional cover in clause 19 of Section 2E - "matching".
8. For some items or types of loss, We will not pay more than the amount listed in the table below:

Item or type of loss	Limit per Occurrence
Fencing	Your legal share of fencing costs up to 8 kilometres
Driveways and sealed access roads	Up to 800 metres

9. If We agree to pay a claim for Your House that is not a claim for a total loss, We will reinstate the Sum Insured. No additional premium is payable during the Policy Period for the reinstated Sum Insured. If We agree to pay a claim for a total loss to Your House, We will not reinstate the Sum Insured and the cover for Your House will have ended.
10. We will not pay more than the amount of cover shown in Section 2E for any of the additional covers provided under that section.

*Vacant House Excess:*

11. If Your House has been substantially empty of all unfixed furnishings and all Contents for more than sixty (60) consecutive days at the time of a claim which is covered under this Policy, in the event of a covered claim under this Policy We will apply the Vacant House Excess unless We have agreed in advance in writing to waive the Vacant House Excess. You must tell Us via Your insurance intermediary, for example Your broker, if Your House will be vacant and an additional premium will also be charged on a vacant House, effective the date it becomes vacant.

**Section 2C - Contents Cover**

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If a Contents Sum Insured is stated in Your Coverage Summary, You are covered for the physical loss or damage to Your Contents at the location shown in the Coverage Summary during the Policy Period subject to the terms, conditions and exclusions of the Policy.

**Section 2D - How We will pay a Contents claim**

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1. The payment basis for Your Contents is Replacement Cost.
2. We will not pay more than the Sum Insured for Your Contents.
3. We will pay the costs to either repair or replace the Contents, provided such payment does not exceed the Replacement Cost or the Sum Insured as shown on the Coverage Summary.
4. At the time of a covered claim, Your Contents Sum Insured will include any increase in the Consumer Price Index (all groups) from the beginning of the Policy Period. There will be no additional premium payable during the Policy Period but at the end of each Policy Period the renewal premium for the next Policy Period will be calculated on the Contents Sum Insured adjusted for inflation.
5. We pay only for items that are actually damaged. We will try to match materials with the original item but We do not pay for any undamaged materials except as provided in the additional cover in clause 19 of Section 2E - "matching".
6. For items which form part of a pair or set, We will pay the least of:
  - a) The cost to repair the damaged property to its condition before the loss; or
  - b) The cost to replace it; or
  - c) The cost to make up the difference between its market value before and after the loss.

If You agree to surrender the undamaged article(s) of the pair or set to Us, We will pay You the full Replacement Cost of the entire pair or set.

7. For some items or types of loss, We will not pay more than the amount listed in the table below:

<b>Item or type of loss</b>	<b>Limit per Occurrence</b>
money, cash or bullion	\$2,000
Jewellery, gold, silver, furs, Collectibles, coin collections, medal collections, precious and semi-precious stones, whether set or unset	\$15,000 per item and 25% of the Contents Sum Insured per Occurrence up to a maximum of \$50,000 per Occurrence
Business Property	\$10,000
uninstalled motor vehicle and watercraft spare parts and accessories	\$5,000
uninstalled building materials and construction supplies owned by You and for use in the construction, renovation or alteration of the location shown in the Coverage Summary	\$5,000
guns	\$5,000



8. If We agree to pay a claim for Your Contents that is not a claim for a total loss, We will reinstate the Sum Insured. No additional premium is payable during the Policy Period for the reinstated Sum Insured. If We agree to pay a claim for a total loss to Your Contents, We will not reinstate the Sum Insured and the cover for Your Contents will have ended.
9. We will not pay more than the amount of cover shown in Section 2E for any of the additional covers provided under that section.

#### Section 2E - Additional Covers for House and Contents

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Where You have purchased cover for Your House or Contents as shown on Your Coverage Summary, the following additional covers apply during the Policy Period. We will pay these additional benefits in addition to Your Sum Insured unless stated otherwise in the additional cover description or an exclusion applies. The Excess applies to the additional covers unless stated otherwise.

##### 1. *Additional living expenses*

If We agree to pay a claim for loss or damage to Your House or Your Contents at Your principal place of residence as shown on Your Coverage Summary, We will pay the expenses below:

###### a) Extra living expenses:

- i. If Your principal residence is so damaged by a loss that is covered under the Policy that it cannot be lived in (for example is unable to be made weatherproof or there is an extended period of no utility services or no bathroom or kitchen facilities) then We will pay the necessary and reasonable additional living expenses, including temporary accommodation, which You incur to maintain Your usual standard of living. We will pay these expenses for up to 24 months, however the paid expenses will not exceed 25% of the House Sum Insured (or Contents Sum Insured if no House Sum Insured is shown on Your Coverage Summary).
- ii. If We agree to pay Your temporary accommodation and You have pets that are not permitted to stay with You under the terms of Your temporary accommodation, We will pay the reasonable expenses incurred to board Your pets in alternative accommodation for the time You are living in the temporary accommodation. We will pay up to \$5,000 for the pets' boarding expenses.

###### b) Forced evacuation by government authority:

- i. If You are forced to evacuate or are denied access to Your principal residence by a government authority, We will pay the necessary and reasonable additional expenses, including temporary accommodation, which You incur to maintain Your usual standard of living for up to 90 days. The forced evacuation or denial of access must be as a direct result of damage to neighbouring premises or threat of damage to Your principal residence that would be covered under this Policy. We do not pay for any loss due to cancellation of a lease or agreement.
- ii. If We agree to pay Your temporary accommodation following forced evacuation or denial of access and You have pets that are not permitted to stay with You under the terms of Your temporary accommodation, We will pay the reasonable expenses incurred to board Your pets in alternative accommodation for the time You are living in the temporary accommodation. We will pay up to \$5,000 for the pets' boarding expenses.
- iii. If We agree to pay Your additional expenses following forced evacuation or denial of access and You or a Family Member are not able to access Your principal residence, We will pay up to \$1,500 for essential replacement clothing and toiletry items.

The Excess does not apply to any claims under this additional Cover 1 - Additional Living Expenses.

##### 2. *Additions and alterations*

If We cover Your Contents in a rented property or a strata title property, We cover Your building additions, alterations, fixtures, improvements, installations or items of real property that You own or are responsible to insure at that location. We also cover any other structure at that location that is owned by You or available for Your exclusive use and which You are required to insure. We will pay up

to 10% of the Contents Sum Insured at that location for these additions and alterations. If You do not commence work to repair, replace or rebuild the damaged property within six (6) months of the loss or damage occurring, You may have to pay any increase in costs caused by Your delay for which You are responsible.

3. *Catastrophe buffer on Your House*

If We agree to pay a claim for loss or damage to Your House, We will pay up to an additional 30% above the Sum Insured for Your House when:

- a) Your House is so damaged by a Catastrophe Event that it is considered to be a total loss by an independent building assessor; and
- b) the cost to repair or replace Your House following the Catastrophe Event is more than the House Sum Insured; and
- c) the cost to repair or replace Your House is greater than the Sum Insured because of the increase in materials and costs caused directly by the Catastrophe Event.

The catastrophe buffer applies only to the House(s) insured under this Policy. It does not apply to any other items or property insured under this Policy nor to any additional covers or benefits provided under this Policy. The catastrophe buffer does not alter any of the provisions of Section 2B - How We will pay a House claim.

4. *Contents away from the home*

If this Policy insures Your Contents:

- a) We will cover Your Contents which are temporarily removed from the location shown in the Coverage Summary to anywhere in the world.
- b) We will cover Contents which You have newly purchased anywhere in the world provided that You intend to return the item(s) to the location shown in the Coverage Summary. In addition to Your Contents Sum Insured, We will cover these newly acquired items for up to twenty percent (20%) of Your Contents Sum Insured. To maintain this increased cover, You must request cover for the newly acquired Contents within 60 days after You acquire them and pay Us the additional premium from the date acquired.
- c) We will cover the following items which are permanently removed from the location shown in the Coverage Summary:
  - i. sporting equipment belonging to You or a Family Member which is stored at a sporting club;
  - ii. Contents of a Family Member while they are living away from home attending an educational institution in Australia or New Zealand.

This additional cover is not in addition to Your Contents Sum Insured and does not increase the amount of Your Contents Sum Insured or the maximum payable for any insured item.

Under this additional cover we will not insure Contents permanently removed from the location shown in the Coverage Summary other than as noted in paragraphs 4.c)i and 4.c)ii above

5. *Contents at a new principal residence*

If this Policy insures Your Contents at Your principal residence and You are moving to a new principal residence, We will cover Your Contents at both residences for a period of 60 days from the date You begin to move Your Contents.

This cover is not in addition to Your Contents Sum Insured and does not increase the amount of Your Contents Sum Insured or the maximum payable for any insured item.

6. *Contents in storage*

If this Policy insures Your Contents, We will cover Your Contents in storage in Australia provided that:

- a) You tell us that the Contents will be in storage before moving them to storage; and
- b) We agree to cover them and show the storage location on Your Coverage Summary.

We will not insure:

- a) Contents stored in open plan storage facilities, warehouses or industrial premises;
- b) Contents stored in shipping containers;
- c) any Jewellery or cash in storage.

This cover is not in addition to Your Contents Sum Insured and does not increase the amount of Your Contents Sum Insured or the maximum payable for any insured item.

7. *Contents in transit*

If this Policy insures Your Contents, We will cover Your Contents in transit from a location shown on Your Coverage Summary to Your new residence or to a storage facility in Australia. We will cover Your Contents in transit for loss or damage resulting only from:

- a) theft following violent and forcible entry to the locked vehicle or container in which they are being transported;
- b) fire;
- c) Flood;
- d) collision or overturning of the vehicle in which they are being transported.

This cover is not in addition to Your Contents Sum Insured and does not increase the amount of Your Contents Sum Insured or the maximum payable for any insured item.

8. *Contents of guests and employees*

If this Policy insures Your Contents, We cover loss or damage to the Contents of Your guests or domestic employees up to \$5,000 while it is at the location shown on Your Coverage Summary. We provide this cover only if the loss or damage is caused by an Occurrence which would be a covered event under this Policy. We only provide this cover if there is no other policy in place to cover the Contents of Your guests or employees.

9. *Contents of a parent in a nursing home*

If this Policy insures Your Contents, We will pay up to \$1,000 for the Contents of Your parent or parent-in-law who resides in a nursing home. This is the most we will pay for each Occurrence no matter how many parents or parents-in-law live in the nursing home. We will not insure any cash of a parent or parent in law in a nursing home.

10. *Debris removal*

If We agree to pay for a claim in respect of Your House or Contents, We will cover the necessary and reasonable expenses which You incur to demolish and remove the damaged property at the location shown in the Coverage Summary. We will pay up to 30% of the House Sum Insured (or up to 30% of the Contents Sum Insured if there is no House Sum Insured) at the location shown in Your Coverage Summary.

11. *Emergency repairs*

We cover the necessary and reasonable expenses You incur for emergency repairs made solely to protect Your House or Contents from damage that would be covered under this Policy.

12. *Emergency preventative measures*

We will pay up to \$1,000 for costs incurred by You in taking temporary measures which are reasonable to avoid or mitigate a potential claim caused by storm, flood, bushfire or other natural catastrophe.

13. *Environmental upgrades and improvements*

- a) If We agree to pay for a claim to Your refrigerator, freezer, washing machine, clothes dryer or dishwasher which has less than a 4-star energy rating, We will pay the cost to replace these items with items that have a minimum 4-star energy rating.
- b) If We agree to pay for a claim to Your House which has been totally destroyed and We have agreed to rebuild Your House, We will pay up to \$5,000 to install any combination of:

- i. rainwater tank facility (including the rainwater tank, water pump and wiring, foundation or tank stand, pipes connecting the roof to the tank);
- ii. solar power system (including the solar or PV panels, water tank, pump, electrical wiring, foundation or tank stand and pipes connecting the roof solar panels to the tank);
- iii. hot water exchange system (including the heat exchange system, electrical wiring, foundation or tank stand and pipes connecting the roof solar panels to the tanks);
- iv. grey water recycling system (including the recycling system, distribution pipes and connectors and outlet housings).

14. *Exploratory costs following escape of liquids*

If this Policy insures Your House and water, or gas or oil escapes from Your household heating, cooking or water systems, We cover the cost of removing and replacing any part of Your House necessary to repair Your household heating, cooking or water systems. We do not cover loss or damage to the household heating, cooking or water systems themselves.

15. *Fire department charges*

If this Policy insures Your House and a fire department is called to protect Your House or its grounds against a potential covered loss, We will pay up to \$1,000 for any charges imposed by the fire department. The Excess does not apply to this additional cover.

16. *Food, medicine and wine spoilage*

If this Policy insures Your Contents, We cover food, medicine or wine while contained in a refrigerator or freezer which spoils due to changes in, or extremes of, temperature caused by:

- a) off premises power interruption;
- b) interruption of on premises power supply;
- c) electrical or mechanical breakdown of the refrigeration equipment.

We will not pay more than \$1,000 for medications and wine for any one Occurrence.

17. *Landscaping*

If We insure Your House, We will cover Your trees, shrubs, plants and lawns at Your House for up to \$5,000 against the perils of fire, lightning, explosion, civil disturbance, vandalism, malicious mischief, theft, or loss caused by a vehicle or aircraft.

18. *Lock replacement*

If the keys to the location shown in the Coverage Summary are lost or stolen, We will pay the cost of replacing the locks. In addition, if the keys which are lost or stolen contain an electronic unlocking device to Your car on the same key ring which is lost or stolen at the same time, We will pay the cost of replacing the electronic unlocking device up to a maximum of \$5,000.

19. *Matching*

If We agree to pay a claim for Your House or Your Contents and We are unable to match materials used in repairing or replacing Your House or Contents, We will pay up to \$10,000 to replace any undamaged materials in order to match. We will only pay this amount once per claim.

20. *Modification costs*

If You or a Family Member suffers from the following as the result of an Accident during the Policy Period, We will pay the necessary incurred expenses, up to a maximum of \$25,000, to make modifications to the location shown in the Coverage Summary so that You may remain in the location shown in the Coverage Summary:

- a) permanent physical severance at or above both ankles or permanent total loss of use of both legs or feet; or
- b) permanent physical severance at or above both wrists or permanent total loss of use of both arms or hands; or
- c) total and irrevocable loss of sight in both eyes.

21. *Mortgage discharge costs*

We will pay the reasonable legal costs to discharge Your mortgage, up to a maximum of \$5,000, if We agree to pay Your claim for a total loss under this Policy.

22. *Rebuilding to code*

If We agree to pay a claim for Your House, We cover the necessary extra cost of conforming to any law or to any statute that requires or regulates:

- a) the repair, replacement, rebuilding or demolition of the damaged portion of Your House;
- b) the demolition, replacement or rebuilding of the undamaged portion of Your House which is necessary to complete the repair, replacement or rebuilding of the damaged portion of Your House; or
- c) the demolition of the undamaged portion of Your House when it must be totally demolished.

This additional cover applies if You repair or rebuild Your House at the same location, unless Your House must be relocated due to zoning or land use regulations of the Commonwealth, State, Territory or Local Government. We will not pay any extra cost required because the House did not conform to a law or statute which was in effect at the time the House was built.

23. *Tax audit expenses*

If this Policy insures Your Contents in Your principal residence, We will pay for the reasonable cost of accountant fees which You incur as a result of Your personal taxation affairs being audited by the Australian Taxation Office. Any such audit must be first notified to You during the Policy Period and You must advise Us of any such audit. The maximum We will pay is \$5,000 in any one Policy Period regardless of the number of claims.

We will not pay for:

- a) any audit conducted in relation to criminal activity;
- b) any fines, penalties or shortfall in the amount of tax payable;
- c) fees where the final assessment of Your taxable income for the period being audited is twenty percent (20%) higher than Your original declaration;
- d) any fees incurred outside any statutory time limit;
- e) any fees incurred as a result of any fraudulent act or fraudulent admission or any statement made by You or on Your behalf to a taxation officer which is false or misleading or can be attributed to deliberate evasion or recklessness;
- f) any audit conducted in relation to any facts or circumstances of which You were aware or ought to have been aware prior to the commencement of this Policy which were likely to lead to Your making a claim under this Policy;
- g) identified intention to conduct an audit; or
- h) fees for work performed outside the time limits allowed by the Federal Commissioner of Taxation.

24. *Tree removal*

We will pay the reasonable expenses You incur with Our prior approval up to a total of \$5,000 for each Occurrence to remove trees which have fallen, or trees threatening to fall and cause damage to Your House or neighbouring premises, due to wind, hail, sleet or the weight of ice or snow, fire, lightning, explosion, riot or civil commotion, earthquake or malicious mischief. These payments apply only to fallen trees, or trees threatening to fall and cause damage, at Your House shown in the Coverage Summary.

This additional cover applies only if You remove the fallen trees within 180 days of the date of the event which triggered the need to remove the tree.

25. *Veterinary expenses for pets*

If this Policy insures Your Contents, We will pay up to \$1,000 for veterinary expenses You incur if your pet is injured or killed as a result of a road accident, fire, lightning, earthquake, burglary or attempted burglary.

26. *Water leak detection expenses*

If this Policy insures your House, We will reimburse You for the reasonable expense You incur, up to \$1,000, to install a Water Leak Detection and Control System following a covered water damage loss to Your House or Contents within the Policy Period. This cover applies only if:

- a) the amount of the covered water damage loss is \$10,000 or more prior to the application of the Excess;
- b) the covered water damage loss is caused by a leak or break in a plumbing, heating or air conditioning system; and
- c) the installation of a Water Leak Detection and Control System was the first time such a system was installed in Your House.

There is no Excess for this additional cover.

## Section 3: Personal Liability Cover

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This part of Your Policy provides cover for Your legal liability subject to the terms, conditions and exclusions of the Policy. The Sum Insured for legal liability is shown in Your Coverage Summary.

### Section 3A - Personal Liability Cover

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We cover Your or Your Family Member's legal liability for Personal Injury or Property Damage which takes place during the Policy Period and is caused by an Occurrence, subject to the terms, conditions and exclusions stated in the Policy.

### Section 3B - How We will pay a Personal Liability Claim

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1. The Sum Insured for personal liability is shown on Your Coverage Summary.
2. The Sum Insured shown in the Coverage Summary is the maximum We will pay for any one Occurrence during the Policy Period, which is irrespective of how many claims, homes or claimants are involved in that Occurrence. If a claim arising from the same Occurrence is payable under more than one Policy issued by Us, We will only pay under one Policy.
3. If this Policy covers Your House, or Your Contents in a unit which You own, We will cover Your legal liability resulting from an Occurrence arising out of the ownership or occupancy of that House or unit.
4. If this Policy covers Your Contents in Your principal residence, We will cover Your legal liability resulting from an Occurrence anywhere in the world which is not related to the ownership of a House or unit.
5. Any costs We pay for legal expenses or defence covers are included in the Sum Insured for personal liability.
6. We may defend You or a Family Member against any suit for Personal Injury or Property Damage. We may provide this defence with legal counsel of Our choice, even if the suit is groundless, false or fraudulent. We may investigate, negotiate and settle any such claim or suit. We will pay only those defence expenses that We agree in advance in writing to pay and that are incurred.

### Section 3C - Additional Covers for Personal Liability

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These additional covers are included in Your personal liability Sum Insured. The Excess will apply to these additional covers unless stated otherwise.

1. ***Credit card liability***  
If this Policy covers Contents at Your principal residence and a credit card, bank card, debit card or their account numbers issued to You or a Family Member is physically lost or stolen, We will pay up to \$5,000 for any legal liability You or a Family Member incur from the unauthorised use of these items. This cover will only apply to the physical loss or theft of the cards or account numbers and does not apply to any loss or theft related to a Cyber Attack. Additionally, this cover will only apply if You or Your Family Member have complied with the card issuer's security and loss reporting requirements.

We will not pay where funds have been removed:

- a) in excess of the amount authorised by You or a Family Member; or
  - b) by a person with authorised access to these cards or funds.
2. ***Hole in one***  
If this Policy covers Contents at Your principal residence, We will pay up to \$500 for expenses You or a Family Member incur to purchase food or drink at a golf club to celebrate a hole in one achieved by You or a Family Member during an official round. The scorecard and certification from the club or match secretary must be submitted. No Excess applies to this cover.

3. *Identity Fraud expenses*

If this Policy covers Contents at Your principal residence, We will cover Identity Fraud Expenses of You or Your Family Member solely to the extent that the Identity Fraud was the direct result of the physical theft of Your Personal Information, up to a maximum of \$10,000 for each Identity Fraud Occurrence. This cover will only apply to the physical loss or theft of Your Personal Information, including the loss or theft of Your driver's licence, government identification card, and/or bank card, which results in Identity Fraud, and does not apply to any Identify Fraud arising out of a Cyber Attack. The Excess applies to each and every claim.

You or a Family Member must notify the applicable law enforcement agency and provide supporting documentation to Us in order to make a claim under this cover.

4. *Unregistered Vehicle liability*

If this Policy covers Contents at Your principal residence, We cover Your or Your Family Member's legal liability for Personal Injury or Property Damage arising out of the ownership, possession or use of:

- a) Unregistered Vehicles used solely at and to service the location shown in the Coverage Summary, such as ride on mowers;
- b) Unregistered Vehicles used to assist the disabled which are kept at the location shown in the Coverage Summary;
- c) unregistered golf carts;
- d) unregistered motor bikes or quad bikes with an engine capacity of up to and including 51cc used within the grounds of the location shown in the Coverage Summary; and
- e) battery powered bicycles which comply with Australian legislation and which do not require registration for use on public roads which are kept at the location shown in the Coverage Summary.

5. *Volunteer and charitable work*

If this Policy covers Contents at Your principal residence, We will cover Your or Your Family Member's legal liability for Personal Injury or Property Damage arising out of volunteer work for an organised and registered charity, religious or community group. The claim must be made against You or a Family Member during the Policy Period. We will not cover any claim under this additional cover that is covered by the charitable, religious or community group or by any policy held by them.



## Section 4: Valuable Articles Cover

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This part of Your Policy provides optional cover for the physical loss or damage to Your Valuable Articles anywhere in the world subject to the terms, conditions and exclusions of the Policy. You can choose to have Your Valuable Articles cover as itemised or blanket cover, or both, which will be shown in Your Coverage Summary.

### Section 4A - Itemised Valuable Articles Cover

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If a Sum Insured for itemised Valuable Articles is stated in Your Coverage Summary, You are covered for the physical loss or damage to Your itemised Valuable Articles during the Policy Period subject to the terms, conditions and exclusions of the Policy.

The Sum Insured for each Valuable Article and each category of Valuable Article is shown in Your Coverage Summary.

### Section 4B - How We will pay an itemised Valuable Article claim

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1. If an itemised Valuable Article is totally destroyed or lost, We will pay the Sum Insured for that item.
2. If an itemised Valuable Article is partially lost or damaged We will pay either to:
  - a) repair the item; or
  - b) restore the item to its condition just before the loss.
3. In no event will We pay more than the Sum Insured for any itemised Valuable Article.
4. If We pay a claim for a Valuable Article and We later recover that Valuable Article, We agree to offer You the opportunity to buy it back at no higher an amount than We paid to You.
5. If We agree to pay a claim for part of a pair or set:
  - a) If You agree to surrender the undamaged part(s) of the pair or set to Us, We will pay You the full Replacement Cost of the entire pair or set up to the Sum Insured for that pair or set.
  - b) If You do not agree to surrender the undamaged part(s) of the pair or set to Us, We will consider this a partial loss and pay to either repair the item or restore it to its condition just before the loss. We will not pay more than the Replacement Cost of that part. We will not pay to replace the entire pair or set.
6. When We pay for a total loss, We may keep all or part of the damaged Valuable Article.

### Section 4C Blanket Valuable Articles Cover

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If a Sum Insured for blanket Valuable Articles is stated in Your Coverage Summary, You are covered for the physical loss or damage to Your blanket Valuable Articles during the Policy Period subject to the terms, conditions and exclusions of the Policy.

The Sum Insured for each category of Valuable Article is shown in Your Coverage Summary. If You have cover for blanket Valuable Articles, We will not pay more for any one item than is shown in the table below and We will not pay more than the Sum Insured for any category:

Category of Valuable Article	Maximum Blanket limit per item
Jewellery	\$15,000
Fine Art	\$25,000
Collectibles	\$25,000

#### Section 4D - How We will pay a blanket Valuable Article claim

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We will pay the amount required to repair or replace the article(s), whichever is the lesser, without deduction for depreciation.

1. We will not pay more than the Sum Insured for blanket coverage for that category as listed in Your Coverage Summary.
2. We will not pay more than the blanket limit per item shown in the table above for loss or damage to any one item.
3. If We pay a claim for an item and We later recover that item, We agree to offer You the opportunity to buy it back at no higher an amount than We paid to You.
4. If We agree to pay a claim for part of a pair or set:
  - a) If You agree to surrender the undamaged part(s) of the pair or set to Us, We will pay You the full Replacement Cost of the entire pair or set up to the limit per item noted in the table above but not more than the category limit as shown on Your Coverage Summary.
  - b) If You do not agree to surrender the undamaged part(s) of the pair or set to Us, We will pay to repair or replace the lost or damaged part of the pair or set only without regard to any special value it may have as part of a pair or set. We will not pay more than the Replacement Cost of that part. We will not pay more than the limit per item. We will not pay to replace the entire pair or set.
5. When We pay for a total loss, We may keep all or part of the damaged property.

## Section 5: Cyber Cover

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This part of your Policy provides You with Cyber Extortion Cover, Cyber Financial Loss Cover and Cyber Bullying and Breach of Personal Information Cover for You or a Family Member unless stated otherwise or if an exclusion applies.

### Section 5A - Cyber Extortion Cover

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We will pay for Cyber Extortion Expenses that You or a Family Member incurs solely and directly as a result of a Cyber Extortion Occurrence subject to the following:

1. The Third Party Vendor You or a Family Member retained has investigated and confirmed that a Cyber Extortion Occurrence has occurred.
2. The maximum amount of cover per Policy Period for Cyber Extortion Cover is shown on Your Coverage Summary.
3. All amounts of cover under Cyber Extortion Cover are subject to the Cyber Aggregate Limit per Policy Period for cyber cover.
4. If the Third Party Vendor does not conclude that a Cyber Extortion Occurrence has occurred, Cover under this Section 5A will not apply and You will be responsible for the costs, bills and fees associated with the retention of the Third Party Vendor.

### Section 5B - Cyber Financial Loss Cover

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We will pay for Cyber Financial Loss Expenses You or a Family Member incurs solely and directly as a result of a Cyber Financial Loss Occurrence subject to the following:

1. The maximum amount of cover per Policy Period for Cyber Financial Loss Coverage is shown on Your Coverage Summary.
2. All amounts of cover under Cyber Financial Loss Cover are subject to the Cyber Aggregate Limit per Policy Period for cyber cover.

Financial losses must be reported and verified by local law enforcement, (for example to Your local police or via the ReportCyber website [www.cyber.gov.au](http://www.cyber.gov.au)) and Your financial institution and credit organisations in order to be covered under this portion of the Policy.

### Section 5C - Cyber Bullying and Breach of Personal Information Cover

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We will pay for Cyber Bullying and Breach of Personal Information Expenses You or a Family Member incurs solely and directly as a result of a Cyber Breach of Personal Information Occurrence or Cyber Bullying Occurrence subject to the following:

1. The maximum amount of cover per Policy Period for Cyber Bullying and Breach of Personal Information Cover for all Cyber Breach of Personal Information Occurrences and Cyber Bullying Occurrences combined is shown on Your Coverage Summary.
2. All amounts of cover under Cyber Bullying and Breach of Personal Information Cover are subject to the Cyber Aggregate Limit per Policy Period for Cyber Coverage.

## Section 6: Emergency Home Assistance Benefit

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If We insure Your House or Contents as shown in Your Coverage Summary, We will provide the Emergency Home Assistance benefit subject to the terms, conditions and exclusions stated in the Policy.

If there is an Emergency Event at Your location shown in the Coverage Summary and You contact Us on either 02 9335 3200 during business hours or 1800 726 226 after hours, We will arrange:

- a) A referral to one of Our panel of service providers including:
  - i. Plumber referral
  - ii. Locksmith referral
  - iii. Electrician referral
  - iv. Air conditioning specialist referral
  - v. Glazier referral
  - vi. Other specialist referral as needed to make the location safe.

This is a referral arrangement only and all expenses incurred for investigation on site or work on site are to be borne by You.

- b) Payment direct to the service provider of up to \$300 towards the cost of the Emergency Call Out Charges. We will not pay this amount on more than two (2) occasions per location per Policy Period. No payments will be made towards the Emergency Event other than the Emergency Call Out Charges.

In the event that Chubb has arranged a call-out and the cause does not meet the definition of an Emergency Event, all costs will be payable by You.

### Delays not within Our control

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Chubb will use all available means to provide all assistance services as detailed in this Policy. However, Chubb cannot be held responsible for non-execution or delays resulting from any cause or event not reasonably within its control, including but not limited to natural catastrophes, War, military act of foreign nations, revolution, civil strikes, lockouts or other labour disturbance or the refusal of authorities to permit the provision of such services, Acts of Terrorism and radioactivity effects, making impossible the execution of the assistance referenced in this Policy.

## Section 7: Premium Protect Benefit

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This part of Your Policy provides a premium protection benefit subject to the terms, conditions and exclusions of the Policy.

If during the Policy Period You suffer from a Bodily Injury which results directly in:

1. Accidental Death;
2. Permanent Total Disablement;
3. Paraplegia or Quadriplegia; or
4. Loss of Independent Existence

occurring within twelve (12) months of the date of the Bodily Injury, We will pay Your annual Chubb Home Policy premium for the next five (5) renewals. The maximum We will pay each Policy Period is the premium You paid for the Policy Period in which the Bodily Injury occurred. We will not pay for any increase in annual premium due to changes in the Sum Insured or for any other reason.

## Section 8: Exclusions

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### 8A - Exclusions which apply to the entire Policy

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These exclusions apply to all sections of Your Policy, including the additional covers. We do not cover any claim, loss, damage, destruction, cost, compensation, liability or expense of any nature arising out of or contributed to by any:

1. Act of Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism;
2. Action of the Sea;
3. animals, birds or fish which are lost, damaged or injured except as provided in the additional cover in clause 25 of section 2E - "Veterinary expenses for pets";
4. Business Property, other than mobile phones, while away from the location shown in the Coverage Summary;
5. cancellation of any lease or agreement with respect to the cover provided under the additional cover for forced evacuation by a government authority - section 2E 1b;
6. claims preparation costs or any fees incurred in preparing or furthering any claim under this Policy;
7. cloud storage, or any other virtual storage, backup or maintenance facilities used by You or a Family Member, which are operated by a third party provider, including where Electronic Data Processing Property is compromised, damaged, lost or destroyed as a result of the failure of or disruption to such a cloud storage or other virtual storage backup or maintenance facility;
8. computer error including any cost to correct a malfunction, error or deficiency in programming or instructions to a computer or in the computer itself;
9. certain items but only with respect to cover provided under section 2C –Contents Cover – being:
  - any caravan or trailer;
  - any tree, shrub or other plant life other than pot plants other than as covered in section 2E 17 - landscaping;
  - motorised land vehicles other than as specifically included in the definition of Contents;
  - aircraft or their accessories (other than a drone, non-pilotable model aircraft or remote piloted aircraft (RPA) as defined by the Civil Aviation Safety Regulations (CASR) 1998 and associated legislation, as amended from time to time); or
  - accessories or spare parts of motor vehicles, caravans, trailers, watercraft or aircraft other than as specifically noted in the definition of Contents;
10. Contents in transit during a permanent removal from the location shown in the Coverage Summary except as provided in the additional covers for House and Contents section 2E 7 - Contents in transit;
11. Contents in storage except as provided in the additional covers for House and Contents section 2E 6 – Contents in storage;
12. confiscation, destruction or seizure of property by any government or public authority;
13. construction, renovation or demolition of Your location shown on the Coverage Summary where the value of the construction, renovation or demolition exceeds \$150,000 unless You have advised Us of the construction, renovation or demolition in advance via Your insurance intermediary (e.g. broker) and We have agreed to cover You. When You advise us, We may apply extra Policy terms and conditions, increase the Excess and charge an additional premium if We agree to cover You. Where we have agreed to the construction, renovation or demolition, We will provide coverage as listed in Your Coverage Summary;

14. contamination including any loss caused by the discharge, dispersal, seepage, migration or release or escape of Pollutants and any associated clean-up costs;
15. dampness including rising damp or condensation unless the loss or damage is directly caused by rain, snow, sleet or hail;
16. earth movement from any cause including volcanic eruptions, landslides, mud flows, erosion, subsidence and the sinking, rising or shifting of land unless caused directly by earthquake, storm, Flood, explosion or escaping liquid from a household system. We do insure subsequent loss due to fire, explosion, theft or glass breakage unless another exclusion applies;
17. electrical or mechanical breakdown if:
  - a) You were aware of the electrical or mechanical breakdown at the time this Policy was entered into; or
  - b) a reasonable person in the circumstances could be expected to have been aware of the electrical or mechanical breakdown at the time this Policy was entered into;
18. Emergency Call Out Charges does not include the normal costs of labour and parts once the service provider is on site.
19. Electronic Data does not include any tangible property.
20. fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness, change in temperature, or temperature extremes to Collectibles, stamps and coins;
21. faulty acts, errors or omissions (for example failure to obtain the relevant permits or documentation) of You or any other person in planning, construction or maintenance. It does not matter whether the faulty acts, error or omissions take place at or away from the House listed in the Coverage Summary. We do insure subsequent loss unless another exclusion applies. Planning includes zoning, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or constructions standards. Construction or maintenance includes grading, compacting, materials, workmanship and parts or equipment used for construction, repair or maintenance;
22. Flood damage, including impact caused by Flood, to any wharves, jetties and pontoons and their attachments and accessories irrespective of whether or not the wharf, jetty or pontoon is on normally dry land;
23. freezing damage to outside structures. We do not cover losses caused by freezing, thawing, ice or snow even if the ice or snow is driven by wind to any fence, arbor, footpath, patio, landing or step, septic system, swimming pool or hot tub including their installed equipment, footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of Your House, retaining wall, bulkhead, pier, wharf, dock or bridge. We do insure subsequent loss unless another exclusion applies;
24. Mould, including any actual or alleged damages arising from Mould, the fear of Mould or any consequences resulting from Mould or the fear of Mould;
25. nuclear reaction, radiation, or biological, chemical, radioactive contamination, regardless of how it was caused. We do insure subsequent loss due to fire resulting from a nuclear reaction unless another exclusion applies;
26. intentional acts including any loss caused intentionally by You, a Family Member or a person who lives with You. We also do not cover any loss caused intentionally by a person acting under the direction or instruction of You, a Family Member, or a person who lives with You. We do cover You or a Family Member who is not directly or indirectly responsible for causing the intentional loss. An intentional act is one which is done deliberately with conscious design. This exclusion will not apply when the loss is caused by an intentional act committed for the purpose of preventing Personal Injury or Property Damage or eliminating danger to persons or property;

27. misappropriation including stealing, theft, taking or other misappropriation by or under the direction of You, a Family Member, or a person who lives with You. This exclusion does not apply to the stealing, theft, taking or other misappropriation by Your domestic workers or guests unless the misappropriation was at the direction or instruction of You, a Family Member, or a person who lives with You;
28. motorised land vehicles except those motorised land vehicles specifically included in the additional cover in clause 4 of section 3C - "Unregistered Vehicle liability";
29. musical instruments, cameras and their related equipment which is used for profit by a professional musician or photographer;
30. Physical loss or damage to trees, shrubs or other plant life other than as provided under the additional covers 2E 17 – landscaping and 2E 24 – tree removal;
31. Pre-Existing Medical Condition, sickness, illness or disease that did not manifest as a direct result of an Accident;
32. Proprietary business information, trade secrets, Electronic Data, Personal Information or data of any kind except as specifically provided in section 5 – Cyber Cover;
33. rebuilding to code provided under the additional cover 2E 22 where the extra cost is required because the House did not conform to a law or statute which was in effect at the time the House was built;
34. repairing, restoring, retouching, refinishing or renovating Contents or Valuable Articles. This includes the cleaning or reframing of any Fine Art or Collectible;
35. spoilage except as provided in the extra cover 2E 16 - food, medicine and wine spoilage;
36. sporting equipment whilst it is in use and bicycles while being used for racing, pace making or in competition;
37. structural movement caused by settling, cracking, shrinking, bulging or expansion. We do insure subsequent loss unless another exclusion applies;
39. tax audit expenses where the claim relates to:
  - a) any audit conducted in relation to criminal activity;
  - b) any fines, penalties or shortfall in the amount of tax payable;
  - c) fees where the final assessment of Your taxable income for the period being audited is twenty percent (20%) higher than Your original declaration;
  - d) any fees incurred outside any statutory time limit;
  - e) any fees incurred as a result of any fraudulent act or fraudulent admission or any statement made by You or on Your behalf to a taxation officer which is false or misleading or can be attributed to deliberate evasion or recklessness;
  - f) any audit conducted in relation to any facts or circumstances of which You were aware or ought to have been aware prior to the commencement of this Policy which were likely to lead to Your making a claim under this Policy;
  - g) identified intention to conduct an audit; or
  - h) fees for work performed outside the time limits allowed by the Federal Commissioner of Taxation.
40. tenant's property including the property of roomers, boarders, or other tenants;
41. vermin, insects, or rodents. We do insure subsequent loss unless another exclusion applies;
42. virtual currency or cryptocurrencies (such as Bitcoin) or any other electronic currency not authorised by a sovereign government as part of its currency;
43. war including, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or



seizure of property for a military purpose, or any consequences of any of these acts, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. If any act that is within this exclusion involves nuclear reaction, radiation, or radioactive contamination, this war exclusion supersedes the nuclear, biological, chemical or radiation hazard exclusion;

44. wear and tear including gradual deterioration, fading, rust, corrosion, bacteria, dry or wet rot and warping. We do insure subsequent loss unless another exclusion applies.

#### 8B - Exclusions which apply to Section 3 - Personal Liability

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These exclusions apply to Section 3 of Your Policy, including the additional covers. We do not cover any claim, legal liability, cost, compensation or expense of any nature arising out of or contributed to by any:

1. aircraft including the ownership, possession or use of any aircraft. Aircraft includes drones or remote piloted aircraft (RPAs) as defined by Civil Aviation Safety Regulations (CASR) 1998 and associated legislation, as amended from time to time;
2. illness, sickness or disease arising from: asbestos, the actual or alleged use of asbestos, the removal or remediation of asbestos, or the presence of asbestos or asbestos fibres or any derivatives of asbestos;
3. liability from any Business that You or a Family Member may have, even if that Business is being run out of your House;
4. Business activities, investment or other profit seeking activities carried out by You or a Family Member. This includes the performance or failure to perform any professional service. This exclusion does not apply to liability arising out of:
  - a) volunteer work for an organised and registered charitable, religious or community group;
  - b) the ownership of an investment property that is insured under this Policy;
  - c) a casual self-employed business activity normally undertaken by persons under the age of 18 such as newspaper delivery, babysitting, caddying and lawn care where:
    - i. no licence or other permission is required by any government body or public authority to legally conduct the activity;
    - ii. there is no registered business name associated with the activity;
    - iii. the activity has no employees subject to workers compensation or other similar disability laws; and
    - iv. the activity does not provide revenue in excess of \$5,000 per year;
5. caravans, trailers or watercraft when the caravan, trailer or watercraft is being towed or carried on any registered vehicle;
6. contracts or agreements unless liability for such damages would have existed without the agreement;
7. damage to, loss of, destruction of, loss of use or access to Electronic Contents, Personal Information or Electronic Data;
8. discrimination including discrimination due to age, race, colour, sex, creed, national origin or any other discrimination;
9. Failure to take reasonable precautions and measures to comply with legislation, including any minimum safety measures required by state or territory building regulation or code applicable to the location shown in the Coverage Summary, to the extent that such failure contributes to the claim. This includes any legislation to do with pools, spas and smoke detectors. Information on pool and spa fencing regulations can be found by contacting Your local council, State government or on the website of the [Swimming Pool and Spa Association](#). Information on smoke detector regulations can be found by contacting Your State government or fire service;
10. financial guarantee given by You or a Family Member for the financial performance of any person or organisation;

11. fines, penalties or punitive, aggravated, multiple or exemplary damages;
12. illness, sickness or disease transmitted intentionally or unintentionally by You or a Family Member to anyone, or any consequence resulting from that illness, sickness or disease. We also do not cover any liability for Personal Injury resulting from the fear of contracting any illness, sickness or disease, or any consequence resulting from the fear of contracting any illness, sickness or disease;
13. molestation, misconduct or abuse including any actual, alleged or threatened sexual molestation, sexual misconduct or harassment or abuse;
14. land, buildings, structures or residences other than insured by this Policy and shown on Your Coverage Summary;
15. Personal Injury to You, a Family Member, a person who lives with You or a person named in the Coverage Summary;
16. Property Damage to any property owned by You, a Family Member, a person who lives with You or a person named in the Coverage Summary;
17. Property Damage to property in the care of You or a Family Member which is rented to, occupied by or used by You or a Family Member, to the extent that You or the Family Member is required by contract to provide insurance. We do however cover such damages for loss caused by fire, smoke or explosion unless another exclusion applies;
18. publication or utterance of libel or slander or other defamatory or derogatory material, or a publication or utterance in violation of right of privacy made by You or a Family Member or by Your or Your Family Member's direction or influence;
19. racing or practicing for competitive racing of any motorised land vehicle, watercraft or aircraft;
20. vibration or the weakening of or removal of support to land and buildings;
21. watercraft including the ownership, possession, use or towing of any watercraft 8 metres or longer or with more than 50 horsepower owned or controlled, directly or indirectly, by You or a Family Member. We do cover watercraft being stored, unless another exclusion applies;
22. workers compensation including damages or compensation You or a Family Member is legally obligated to provide under any workers compensation, disability benefits, industrial award or agreement or statutory accident compensation scheme or other similar laws.

#### 8C - Exclusions which apply to Section 5 - Cyber Cover

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These exclusions apply to Section 5 of Your Policy. We do not cover any claim, cost or expense of any nature arising out of, contributed to, made worse by, or in any way connected with the following:

1. Acts of certain persons. We do not cover any loss resulting from an intentional, malicious or fraudulent act caused by:
  - a) You;
  - b) a Family Member;
  - c) any guardian or former guardian of You or a Family Member;
  - d) an estranged spouse or former spouse of You or a Family Member;
  - e) any domestic partner, estranged domestic partner, or former domestic partner of You or a Family Member;
  - f) any person unrelated to You or a Family Member who lives with You or has ever lived with You for 6 or more months, other than a domestic employee, residential staff, or a person employed by You for farm work; or
  - g) any person acting on behalf of any of the above, whether acting alone or in collusion with others.

We also do not cover any loss by person(s) acting on behalf of a civil authority;

Cyber Attack involving:

- human operating error or failure to act, including the choice of the program used, an error in setting parameters or any inappropriate single intervention by You, a Family Member, or a third party providing services to You;
  - mistakes in legitimate electronic code or damage from code installed on Your or a Family Member's Electronic Data Processing Property during the manufacturing process, upgrade process, or normal maintenance; or
  - any electrical or mechanical failure or interruption, electrical disturbance, surge, spike, brownout, blackout, or outages to electricity, gas, water, telecommunications (including your internet services provider) or other infrastructure.
2. A Cyber Bullying Occurrence caused by an employer or co-worker of You or a Family Member;
  3. Cyber Financial Loss involving any of the following:
    - a payment or transfer of Your personal Account Funds by You, Your Family Member, or Your authorised employee; or
    - credit card charges or loans obtained in Your or a Family Member's name; or
    - any Cyber Attack on the Financial Institution(s) where You or a Family Member maintain funds of any kind, where the Cyber Attack is directed at the Financial Institution as a whole and not directed at Your or Your Family Member's personal Account Funds, even if You or Your Family Member's personal Account Funds are compromised as a result.
  4. Business activities or liabilities. We do not cover any expenses or loss arising out of Business activities or liabilities;
  5. False report of a Cyber Bullying Occurrence, Cyber Extortion Occurrence, Cyber Financial Loss Occurrence, or Cyber Breach of Personal Information Occurrence by You or a Family Member or any person acting of behalf of You or a Family Member, whether acting alone or in collusion with others;
  6. Infrastructure Outage. We do not cover any loss arising out of any electrical or mechanical failure or interruption, electrical disturbance, surge, spike, brownout, blackout, or outages to electricity, gas, water, telecommunications or other infrastructure;
  7. Insolvency. We do not cover any loss arising from any Financial Institution's bankruptcy, insolvency, receivership, liquidation or other financial restructuring or difficulties;
  8. Legal counsel. We do not cover the costs of legal counsel, except as provided under Cyber Financial Loss Coverage, and Cyber Bullying and Breach of Personal Information Cover. We do not cover legal fees to retain legal counsel for legal action or to act on legal advice in any way in connection with a Cyber Bullying and Breach of Personal Information Occurrence. This includes but is not limited to bringing or starting a legal action or lawsuit related to the Cyber Breach of Personal Information Occurrence or Cyber Bullying Occurrence;
  9. Liability to others. We do not cover Property Damage or Personal Injury for which You or a Family Member may become legally liable to others. However, this exclusion does not apply to covered damages or expenses, as provided under Cyber Financial Loss Coverage, for which You or a Family Member may become legally liable to a third party arising from loss of Your or a Family Member's identity and subsequent theft or fraud, unless another exclusion applies;
  10. Medical treatment. We do not cover any expenses for medical treatment;
  11. Misconduct by You or a Family Member. We do not cover loss arising from or attributable to any:
    - a) dishonest, fraudulent, criminal, malicious or intentional act, error or failures to act, or any intentional or knowing violation of the law by You or a Family Member; or
    - b) activity intended to realise a benefit or financial gain to which You or a Family Member are not legally entitled;

12. **Prior knowledge.** We do not cover loss arising out of any act or circumstance that could reasonably be expected to lead to a claim under this part of Your policy and which You or a Family Member first discovered, or were first made aware of, prior to the effective date of Your Policy;
13. **Pursuit or holding of public office.** We do not cover any expenses arising out of the pursuit or holding of an elected public office by You or a Family Member;
14. **Salary lost.** We do not cover salary lost if the person who lost salary was receiving workers' compensation, disability benefits, unemployment compensation, or was on personal or medical leave immediately prior to a covered Occurrence under Cyber Bullying and Breach of Personal Information Cover;
15. **Wilful Acts.** We do not cover any loss arising out of the voluntary sharing of Personal Information used directly to facilitate a claimable event (e.g. phishing).

#### **8D - Exclusions which apply to Section 6 - Emergency Home Assistance Benefit**

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These exclusions apply to Section 6 of Your Policy. We do not cover any claim, legal liability, cost, compensation or expense of any nature arising out of, contributed to, made worse by, or in any way connected with the following:

1. any dishonest, fraudulent, illegal or criminal act committed by You or a Family Member;
2. any event that has arisen from circumstances known to the You or a Family Member, or which You or a Family Member ought reasonably to have known, prior to the commencement of the Policy Period;
3. the call out fee associated with any request for general maintenance or preventative work which is not an Emergency Event.

#### **8E - Exclusions which apply to Section 7 - Premium Protect Benefit**

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These exclusions apply to Section 7 of Your Policy, including the additional covers. We will not pay benefits with respect to any loss, event or Bodily Injury which directly or indirectly results from:

1. You flying, or engaging in aerial activities other than as a passenger in an aircraft licensed to carry passengers;
2. any misconduct, illegal act or criminal act committed by You;
3. any act by You that is not an Accident, such as intentionally causing injury or death; or
4. a Pre-Existing Medical Condition.

## Section 9: Policy Terms and Conditions

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This part of Your Policy explains the conditions that apply to Your Policy. These general terms and conditions apply to this Policy and to each applicable section in it. In the event of conflict with any other conditions of Your policy, these conditions supersede.

### Abandoning property

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You cannot abandon any property to Us or to a third party unless We agree to You doing so. Our consent will not be unreasonably withheld or delayed.

### Admission of liability

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You must not make any admission of liability or any payments for any legal liability unless We agree or incur any expense other than for first aid.

### Alteration of risk: additions, alterations or renovations

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It is a condition of this Policy that You inform Us of construction, additions, alterations or renovations to Your House or unit with a value over \$150,000 at the beginning of and at the completion of the construction. On receiving that notification, We may adjust the cover for Your House based on the construction cost information You provide. If You do not notify Us of the additions, alterations or renovations, or You provide Us with insufficient or incorrect information, We may be entitled to reduce Our liability under this Policy.

### Appeals

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If You or a Family Member do not appeal a judgement for covered legal liability, We may choose to do so. We will then become responsible for all expenses, taxable costs and interest arising out of the appeal. However, the Sum Insured for liability will not be increased.

### Applicable law

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Any dispute arising under the Policy or concerning its formation shall be governed by the laws of the appropriate State or Territory of the Commonwealth of Australia. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the said State or Territory and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and the practice of such court.

### Appraisals

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If You or We fail to agree on the amount of loss, You and We may agree on the selection of an independent appraiser in order to reach a mutual agreement. You and We will share the expenses incurred equally and every effort will be made to reach an agreement within a reasonable time. However, We do not waive Our rights under this Policy by agreeing to an appraisal.

### Assignment

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You cannot transfer Your interest in this Policy to anyone else unless We agree in writing to the transfer.

### Application of cover

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Cover applies separately to each covered person. However, this provision does not increase the amount of cover for any one Occurrence.

### Bankruptcy or insolvency

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We will meet all Our obligations under this Policy regardless of whether You, Your estate, or anyone else or his or her estate becomes bankrupt or insolvent.

## Carrier and bailees

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We will not make any payments under this Policy to the benefit of any carrier or other bailee of damaged or lost property.

## Compliance with laws and regulations

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You must take reasonable measures to comply with applicable statutory obligations and regulations imposed by statutory or governmental authorities.

## Duplicate cover

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If a loss is covered under more than one section of this Policy, We will pay You under the part giving You the most cover but not under more than one part.

However, when both Valuable Articles Cover and Contents Cover are shown in the Coverage Summary, and a loss is covered under both parts, Your amount of cover will equal the combined total of both Contents and Valuable Articles limits subject to the Contents Limit per Occurrence as shown in the table in section 2D and any applicable blanket limit per item as shown in the table in section 4C subject to the Policy terms and conditions.

When both Cyber Cover and Contents Cover are shown in the Coverage Summary, and a loss is covered under both sections of the Policy Wording, Your amount of cover will equal the total of the applicable cover under Cyber Cover and Contents Cover, subject to the Policy terms and conditions.

When both Cyber Cover and Personal Liability Cover are shown in the Coverage Summary, and a loss is covered under both sections of the Policy Wording, Your amount of cover will equal the total of the applicable cover under Cyber Cover and Personal Liability Cover, subject to the Policy terms and conditions.

In no event will We make duplicate payments.

## In case of death

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In the event of Your death, We cover Your legal representative or any person having proper temporary custody of Your property until a legal representative is appointed and qualified, but only with respect to Your premises and other property covered under this Policy at the time of death. We will also cover any member of Your household who is a covered person at the time of death.

## Liberalisation

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We may extend or broaden the cover provided by this Policy. If We do this during the Policy Period or within 60 days before it begins, without increasing the premium, then the extended or broadened cover will apply to Occurrences after the effective date of the extended or broadened cover.

## Mortgagee or loss payee

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If a mortgagee or loss payee is named in this Policy, any loss payable will be paid to the mortgagee or loss payee and You, as interests appear. If more than one mortgagee or loss payee is named, the order of payment will be the same as the order of precedence of the mortgagees.

If We deny Your claim, that denial will not apply to a valid claim of the mortgagee or loss payee, if the mortgagee or loss payee:

- pays any premium due under this Policy on demand if You have neglected to pay the premium;
- submits a signed, sworn statement of loss within 60 days after receiving notice from Us of Your failure to do so.

Policy conditions relating to appraisals and payment of property claims apply to the mortgagee and loss payee. If We pay the mortgagee or loss payee for any loss and deny payment to You then:

- We are subrogated to all the rights of the mortgagee or loss payee granted under the mortgage on the property; or
- at Our option, We may pay to the mortgagee or loss payee the whole principal on the mortgage plus any accrued interest. In this event We will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

Subrogation will not impair the right of the mortgagee or loss payee to recover the full amount under the mortgagee's or loss payee's claim.

#### Other insurance

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To the extent permitted under the Insurance Contracts Act 1984 (Cth), when other insurance or insurances apply to a covered loss, We will only pay in excess of other insurance or insurances, limited to the indemnity provided by this Policy, unless such other insurance or insurances are specifically written to be excess over the indemnity provided by this Policy. You shall give written notice to Us, when requested, of any other insurance or insurances effected covering any of the risks that are the subject of this Policy.

#### Policy changes

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No change in, modification of, or assignment of interest under this Policy shall be effective except when made by written endorsement to such Policy which is signed by an authorised representative of Chubb.

#### Pecuniary or economic loss

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We will only pay for loss to covered property in which You or a Family Member has a pecuniary or economic loss. We will not pay more than the amount of coverage that applies to Your pecuniary or economic loss.

#### Reward Benefit

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We will pay up to \$1,500 in any one Policy Period for information leading to a conviction in connection with a claim which We agree to pay under this Policy. The maximum amount We will pay in any Policy Period is \$5,000, regardless of the number of people providing information and the number of covered losses. This benefit is not payable to You or a Family Member.

#### Renewals

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We may offer to continue this Policy for renewal periods, at the premiums and under the Policy provisions in effect at the date of renewal. We can do this by sending You or Your insurance intermediary a bill for the premium along with any changes in the Policy provisions or amounts of cover.

You may accept Our offer by paying the required premium on or before the starting date of each renewal period.

#### Sanctions

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This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the Policy remain unchanged. Chubb is a subsidiary of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb is subject to certain US laws and regulations [in addition to EU, UN and national sanctions restrictions] which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as but not limited to Iran Syria, North Korea, North Sudan, Crimea and Cuba.

#### Subrogation

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In the event of any payment under this Policy, We will be subrogated to all Your rights of recovery against any person or organisation and You shall execute and deliver any appropriate instruments and papers and do whatever else is necessary to secure such rights, including cooperating with the action and providing testimony. Any amount so recovered shall be applied in accordance with the provisions of s.67 of the Insurance Contracts Act 1984 (Cth).

## Section 10: Claims Conditions

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If You have a loss this Policy may cover, You must perform these duties:

### Notification

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#### *General claims*

You must notify Us or Your agent or broker as soon as practicably possible of Your property or liability loss.

If requested by Us, You must also notify the police or similar competent authority.

#### *Cyber claims*

In the case of a Cyber Bullying Occurrence, or Cyber Breach of Personal Information Occurrence, You or a Family Member shall notify Us on +61 2 9335 3200 and the applicable law enforcement agency as soon as possible but not later than 30 days after You or a Family Member first discovers or learns about such Occurrence.

In the case of a Cyber Financial Loss Occurrence, You or a Family Member shall notify Us on +61 2 9335 3200, the applicable law enforcement agency, and Your Financial Institution as soon as possible but not later than 30 days after You or a Family Member first discovers or learns about a Cyber Financial Loss Occurrence.

In the case of a Cyber Extortion Occurrence only, You must notify Us on +61 2 9335 3200 as soon as possible, but no later than 72 hours after You or a Family Member discovers the Cyber Extortion Occurrence.

#### *Emergency Home Assistance Claims*

In the case of Emergency Home Assistance Benefit, You should advise Us as soon as possible on either 02 9335 3200 during business hours or 1800 726 226 after hours, of an occurrence which You believe has activated a benefit. You will be required to confirm the nature of Your home Emergency Event, when it first arose, and the type of referral service needed. We will not reimburse costs relating to events that Chubb was not contacted about in the first instance. In the event that Chubb has arranged a call-out and it is subsequently found that You were not eligible for this benefit, all costs will be payable by You.

### Assistance

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You must provide Us with all available required information. This includes any court papers or other documents which help Us in the event that We defend You. You must also retain any evidence or documentary proof related to a loss or claim under this Policy, and not destroy the same until given specific permission to do so by Us.

#### *Cooperation*

You must cooperate with Us in any legal defence. This may include any association by Us with You or a Family Member in defence of a claim reasonably likely to involve Us.

### Protect property

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You must protect Your property from further loss or damage, and make any repairs that are necessary to protect the property. Keep an accurate record of Your expenses.

### Prepare an inventory

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At Our reasonable request You must prepare and submit to Us an inventory of damaged or lost personal property, describing the property in full. It should show in detail the amount insured under this Policy and actual amount of the loss. Attach bills, receipts and other documents to support Your inventory.

### Display property

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You must show Us the damaged property when We reasonably request.



### Proof of loss

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You must submit to Us, within 60 days after We reasonably request, Your signed, sworn proof of loss providing all information and documentation We request such as the cause of loss, inventories, receipts, repair estimates and other similar records.

### Examination

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We may ask You to give Us a signed description of the circumstances surrounding a loss and to produce all records and documents We request and permit Us to make copies, by way of a statutory declaration.

### Diagnosis

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A person making a claim for Cyber Coverage under Cyber Breach of Personal Information Occurrence or Cyber Bullying Occurrence must submit as often as We reasonably require to examination by a Registered Psychologist We select for the purpose of providing to Us a diagnosis for the claims process. Any examinations that We require will be done at our expense.

## About Chubb in Australia

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Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure and consumers purchasing travel insurance.

More information can be found at [www.chubb.com/au](http://www.chubb.com/au).

## Contact Us

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**Chubb. Insured.<sup>SM</sup>**