

Apia Assisted Living Residence Insurance

Product Disclosure Statement
Accidental loss or damage cover

Rewarding experience



Contents

Introduction	3
Welcome to Apia Assisted Living Residence Insurance	3
Important information about us	6
Glossary of important words and phrases	7
Examples of incidents	11
Summary of important claims information	13
About your sum insured	13
About your premium	14
Paying your premium	15
Your responsibilities	15
When you need to contact us	16
About your cover	17
Who we cover - You/Your	17
Where we cover - the insured address	17
What we cover as your contents	17
What we do not cover as your contents	18
The most we will pay for contents claims	18
GST	18
What you are covered for - Accidental loss or damage	19
Optional cover	20
Legal liability	22
General exclusions	25
Claims	31
Making a claim	31
How to establish your loss	33
Your excess	34
How we settle your claim	35
Other claims information	38
Other important information	39
What happens with cancellations?	39
How we will deal with a complaint	40
Report insurance fraud	41
General Insurance Code of Practice	41
Financial Claims Scheme	41

Introduction

Welcome to Apia Assisted Living Residence Insurance

Thank you for choosing Apia. If you need anything in relation to your insurance, or if you need to make a claim, you can contact us on **13 50 50**.

Why is this document important?

This Product Disclosure Statement (PDS) is an important legal document that contains details of your Apia Assisted Living Residence Insurance if you purchase this product from us. It also explains in the 'Important information about us' statement (see page 6), certain information about the financial services we offer, how we are remunerated and what relationships we have with others, to help you decide if you would like to use the services we offer. This PDS also explains how we will deal with your complaint if you ever have a concern with your dealings with us. You will receive a PDS if you buy a policy or if we provide another financial service to you.

Before you decide to buy this product from us, please read this PDS carefully. If you purchase this product, your policy comprises of this PDS and your certificate which shows the details particular to you.

You may need to refer to this document from time to time. So keep it in a safe place.

How to use this PDS

We have designed this PDS so that it is easy for you to see what is covered and what is not covered. In most areas of the PDS, we have put a '✓' ahead of what 'We cover', and an 'X' ahead of what 'We do not cover'. Where a limit applies to a particular benefit of this policy, in most cases it will be shown within 'We cover' under the heading of 'Limit'.

Updating information

The information in this PDS was current at the date of preparation. We may update some of the information in the PDS that is not materially adverse from time to time without needing to notify you. You can obtain a copy of any updated information by contacting us. We will give you a free paper copy of any updates if you request them. In some circumstances the terms and conditions of this PDS may be amended by a Supplementary PDS (SPDS).

PED Guide

Throughout this PDS you will be referred to a guide called: Premiums, Excesses, Discounts and Claim Payments Guide, indicated as 'Refer to the PED Guide for further information'. This guide will provide you with further information and is available at apia.com.au. You can also obtain a copy of this guide on request, at no charge, if you contact us on **13 50 50**.

Communicating with you

We may agree to send your policy documents and policy related communications electronically. This will be by email and/or other types of electronic communication methods. Policy documents and policy communications will be provided to you in this way until you tell us otherwise or we tell you it is no longer suitable. If we agree to communicate with you electronically, you will need to provide us with your current email address and your Australian mobile phone number.

Each electronic communication will be deemed to be received by you at the time it leaves our information system.

Our agreement with you

Apia on behalf of AAI Limited (see page 6) agrees in return for your premium to insure you in the circumstances and subject to the conditions, limits and exclusions set out in your policy.

Cooling off period

After this insurance begins or you renew your policy for another period of insurance, you have **21** days to consider the information in this PDS. This is called the 'cooling off period'. If you wish, and provided you have not made a claim, you can exercise your cooling off rights within **21** days from the day cover began or was renewed. When you exercise your cooling off rights, we will refund in full the money you have paid for that period of insurance but you will have no cover from when your policy would have otherwise begun or from your renewal date.

Alternatively, you can cancel your policy at any time during the period of insurance. When you do this, and unless we tell you otherwise, you will have cover up until the date of cancellation.

For more information see 'Cancellation by you' on page 39.

Who is this product designed for?

This insurance product is specially designed for residents of nursing homes and other assisted living accommodation who want some limited cover for contents they own and use for domestic purposes.

We rely on the accuracy of your information

When we agree to insure you, to renew or vary your policy, or to pay your claim, we rely on the accuracy of the information you give us. If that information is not accurate, we can reduce or deny any claim you make or cancel your policy. We never want to have to do that, so you must answer honestly, correctly and completely, the questions we ask about:

- you;
- your residence;
- your contents;
- any events that result in a claim on your policy.

When you receive your renewal, please carefully check the information it shows about you and your contents. If any of that information is incorrect or incomplete, please call us on

13 50 50.

Exclusion for new business policies

There is no cover for bushfire, storm, flood or tsunami in the first **72** hours of your policy.

Very limited exceptions apply. For full details see 'General exclusions – Bushfires, storms, floods, tsunamis in the first **72** hours of cover' on page 26.

More than one named insured

If there is more than one named insured on your certificate, we will treat a statement, act, omission, claim, request or direction (including to alter or cancel your policy) made by one as a statement, act, omission, claim, request or direction by all those named as insured on your certificate.

Some words in your policy have special meanings

Some words when used in this PDS have special meanings. Most of the words with special meanings are defined in the 'Glossary of important words and phrases' section on pages 7 to 10.

Important information about us

This important information about us statement was completed on 7 April 2016.

Who are we?

Australian Pensioners Insurance Agency Pty Limited ABN 14 099 650 996 (Apia), authorised representative No. 239591. The contact details for Apia are on the back cover.

Who do we act for?

Apia is an agent (acting under a binder) and authorised representative of AAI Limited ABN 48 005 297 807 (AAI Limited). AAI Limited holds Australian Financial Services Licence No. 230859. The contact details for AAI Limited are on the back cover. AAI Limited has authorised this 'Important information about us' statement.

AAI Limited has prepared this PDS and is the insurer of the policies referred to under 'What financial services do we offer' that are arranged by Apia. Apia is a wholly owned subsidiary of AAI Limited and both are members of the Suncorp Group. As AAI Limited is regulated by the Australian Prudential Regulation Authority (APRA) it is exempt from the requirement to hold professional indemnity insurance cover. AAI Limited as the insurer will receive the premiums paid for the policy.

What financial services do we offer?

Apia is authorised by, and acts on behalf of AAI Limited to issue insurance under a binder, to arrange, vary and cancel insurance, handle and settle claims and provide general and personal financial product advice in relation to Apia branded general insurance policies issued by AAI Limited.

How are we paid for providing the financial services?

Apia does not receive any commissions or benefits from AAI Limited for giving you advice or for the insurance policies it arranges. AAI Limited and other Suncorp Group companies provide Apia with the resources it needs to provide the financial services, such as staff employed by the Suncorp Group of companies. In addition to their salary, staff may receive bonuses if they achieve their performance targets. You will not be charged an additional fee as a direct result of this.

How we will deal with a complaint

Apia provides a complaint resolution process. For full details see page 40.

Glossary of important words and phrases

Accidental loss or damage

means loss or damage that was not intended or expected.

Actions or movements of the sea

means:

- rises in the level of the ocean or sea;
- sea waves;
- high tides or king tides;
- any other actions or movements of the sea **but not** a tsunami or storm surge.

AAI Limited

means AAI Limited ABN 48 005 297 807. AFSL No. 230859.

Apia

means Australian Pensioners Insurance Agency Pty Limited ABN 14 099 650 996.

Assisted living facility

means a facility that is fitted, furnished and staffed for the purpose of providing accommodation and nursing care to patients who have a continuing need for care.

Business activity

means:

- any activity specifically undertaken for the purposes of earning an income; **or**
- any activity registered as a business and which you are obliged by law to register for GST purposes.

Certificate

means the latest certificate we have given you. It is an important document as it shows the covers you have chosen and other policy details such as the premium that applies.

Collection and set

- 'collection' means a set of objects, specimens, writings, and the like, gathered together and which collectively have a special value above that of the items individually if separated;
- 'set' means a number of things customarily used together or forming a complete assortment, outfit, or collection such as a set of dishes.

Contents

means your items that you own and that are kept in your residence for domestic use. See page 17 for more details.

Excess

is the amount you have to pay for each incident when you make a claim. Sometimes you might have to pay more than one type of excess. The amount and types of excess are shown on your certificate and are described in this PDS.

Flood

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

- (a) a lake (whether or not it has been altered or modified);
- (b) a river (whether or not it has been altered or modified);
- (c) a creek (whether or not it has been altered or modified);
- (d) another natural watercourse (whether or not it has been altered or modified);
- (e) a reservoir;
- (f) a canal;
- (g) a dam.

Incident

means a **single** event, accident or occurrence which you did not intend or expect to happen.

Insured address

see page 17 for details.

Loss or damage

means physical loss or physical damage.

Open air

means any area at the insured address not able to be enclosed on all sides and secured in such a way as to prevent access **except** by violent force.

PED Guide

means a guide that will provide you with further information about our premiums, excesses, discounts and claim payments and is available at apia.com.au. You can also obtain a copy of this guide on request, at no charge, if you contact us on **13 50 50**.

Period of insurance

means when your policy starts to when it ends. It is shown on your certificate.

Personal valuables – specified items

means an item/s that you normally carry with you away from the insured address that you insure for accidental loss or damage, see page 20.

Policy

means your insurance contract. It consists of this PDS and any SPDS we have given you, and your certificate and any receipt we may send you.

Residence

means your room/s that you live in within an assisted living facility that is solely for your use. See page 17 for more details.

Storm

means a storm, cyclone or severe atmospheric disturbance. It can be accompanied by strong winds, rain, lightning, hail, snow or dust.

Storm surge

means a rush of water onshore associated with a low pressure system and caused by strong winds pushing on the ocean's surface.

Sum insured

is the most you can claim for any one incident less any deductions that apply, unless stated otherwise in this PDS. See page 13 for more details.

Well maintained and in good condition

means your contents do not have any faults or defects that might cause loss or damage to your contents, loss or damage to property of others or injury to people.

We, our and us and Apia

means Apia on behalf of AAI Limited.







You/Your

see page 17 for details.

Examples of incidents

Accidental loss or damage

Some examples of what accidental loss or damage includes are shown together with an example of what we do not cover. For full details of what we cover and do not cover you for, read your certificate and the full PDS carefully, including page 19 and the 'General exclusions' on pages 25 to 30 of the PDS.

<p>Flood</p> <p>But we do not cover loss or damage caused by actions or movements of the sea.</p> 	<p>Storm</p> <p>But we do not cover the cost of cleaning your undamaged contents.</p> 
<p>Lightning</p> <p>But we do not cover loss or damage caused by lightning where the Australian Government Bureau of Meteorology has no record of lightning in your area at the time of the loss or damage.</p> 	<p>Fire</p> <p>But we do not cover loss or damage to your contents from arcing, scorching or cigarette burns, unless and only to the extent that a fire spreads from the initial burn spot.</p> 
<p>Earthquake and Tsunami</p> <p>But we do not cover loss or damage that occurs more than 72 hours after the earthquake or tsunami.</p> 	<p>Theft or Burglary</p> <p>But we do not cover loss or damage by someone who entered the insured address with your consent.</p> 

<p>Escape of liquid</p> <p>But we do not cover wear, tear or loss or damage caused by liquid leaking, splashing, dripping or overflowing over a period of time if a reasonable person would have been aware of this condition.</p>	<p>Damage by animal</p> <p>But we do not cover loss or damage caused by insects, vermin or rodents (some limited exceptions apply).</p>
<p>Explosion</p> <p>But we do not cover the cost of repairing or replacing the tank or container that exploded.</p>	<p>Impact</p> <p>But we do not cover the cost of removing or lopping fallen trees or branches that have not damaged the contents.</p>
<p>Riot, civil commotion or public disturbance</p> <p>But we do not cover loss or damage caused by you or someone who lives at the assisted living facility.</p>	<p>Malicious acts and vandalism</p> <p>But we do not cover loss or damage caused by you or someone who lives at the assisted living facility.</p>



Summary of important claims information

This summary lists some of the important information to consider when making a claim. This is a summary only and there are other things you should be aware of when making a claim. For more details see page 31 to 38.

Making a claim	<p>It is important that you contact us as soon as possible after the loss or damage has occurred. You must also take reasonable steps to prevent further loss or damage.</p> <p>More details page 31</p>
Establishing your loss	<p>You will need to prove that an incident covered by your policy has occurred and also the extent of the loss or damage you have suffered.</p> <p>More details page 33</p>
Proof of ownership	<p>We may ask for proof of ownership in the event of a claim.</p> <p>More details page 33</p>
Excess	<p>An excess is the amount you have to pay for each incident when you make a claim. The excess(es) that apply depend upon the circumstances of the claim.</p> <p>More details page 34</p>
How claims are settled	<p>We will decide to repair, replace or pay you what it would cost us to repair or replace.</p> <p>Some items, for example, paintings, cannot be replaced and we explain how we will settle claims for such items in this PDS.</p> <p>More details page 35</p>

About your sum insured

What is a sum insured?

The sum insured is the most you can claim for any one incident less any deductions that apply, unless stated otherwise in this PDS. The amount is shown on the certificate or in this PDS, and includes GST.

Note: The most we will pay for an individual item, pair, set or collection in any one incident covered by your policy is **\$1,000**. See page 18.

Review your sum insured regularly

You need to ensure that the sums insured are accurate when you first insure your contents and each time you renew your policy. To ensure your sums insured are adequate it is important to review them regularly, being mindful of items purchased recently and ask us to change the sums insured when required.

If you over-insure

We will not refund any premium paid for over-insuring.

Adjustments on renewal

We will consider a range of factors that can influence the cost to replace your contents. We may choose to adjust the sums insured on your certificate at the end of each period of insurance to account for various factors including inflationary trends. However, you need to consider if the sums insured are sufficient for your situation. Please ask us to change the sums insured for any Personal valuables – specified items when required.

About your premium

The premium is the amount you pay us for this insurance and it includes stamp duty, GST, and if applicable other government charges. The total amount payable will be shown on your certificate or, if you pay by instalments, the instalment premium will be shown on your certificate.

In addition to your sum insured, we use many factors about you and your contents to work out your premium. These are called premium factors. The premium factors we use reflect the likelihood of you making a claim together with other factors related to our cost of doing business.

Each time you renew your insurance your premium is likely to change, even if your personal circumstances have not changed. This is because premiums are affected by other things such as our expenses of doing business and changes in our approach to how we calculate the premium.

Your premium includes any discounts we have given you.

Refer to the PED Guide for further information

Paying your premium

We will tell you how much you have to pay and how much time you have for payment on your certificate. You must pay this premium by the due date to get this insurance cover. You can pay in one annual payment or if we agree, by instalments.

Unless we tell you, any payment reminder we send you does not change the expiry or due date. If you do not pay the full amount, we may reduce the period of insurance so it is in line with the amount you paid.

If you make a change to your policy details it may affect the premium you need to pay for the remainder of your period of insurance.

Late annual payments

If you do not pay your premium by the due date in the first year of insurance with us, we will give you a written notice of policy cancellation where we are required by law to do so.

If you do not pay the premium due on renewal by the due date, you will have no cover from the due date.

If we accept your late payment, we might recommence your cover from the date we receive your payment. If so, you will have no cover for the period from the due date until the date of payment.

Overdue instalments

If you pay your premium by instalments and your instalment is overdue, we can do one or both of the following:

- refuse to pay a claim if an instalment is **14** days (or more) overdue;
- cancel your policy if an instalment is **1** month (or more) overdue. We will notify you of the cancellation.

Your responsibilities

You must:

- keep your contents well maintained and in good condition. For what we mean by 'well maintained and in good condition' see 'Glossary of important words and phrases' on page 10;
- take reasonable care to prevent theft, loss, damage or legal liability;
- follow all the terms, conditions and responsibilities set out in your policy;
- provide honest and complete information for any claim, statement or document supplied to us.

Not meeting your responsibilities

If you do not meet your responsibilities, it may lead us to do one or both of the following:

- reduce or refuse to pay your claim;
- cancel your insurance policy.

When you need to contact us

You must contact us when:

- any detail on your certificate is no longer accurate, such as the residence where you live;
- you move out of the assisted living facility;
- anything else happens that increases the chance that loss, damage or injury will occur in your residence at the insured address;
- any of your contact details change, such as your Australian mobile number or email address.

What we will do when you contact us

When you contact us and tell us about these changes, we may decide to charge an additional premium or apply a special condition to your policy. In some cases, it could mean we can no longer insure you and we will cancel your policy.

About your cover

Who we cover – You/Your

You/Your refers to the person or persons named as the insured on your certificate and your spouse or partner who normally lives with you in your residence.

Where we cover – the insured address

We cover your contents inside your residence at the insured address shown on your certificate. The insured address does not include any area of the assisted living facility other than your residence.

In addition we can provide cover for some contents outside or away from your residence at the insured address, see page 20 'Personal valuables – specified items'.

What we cover as your contents

Contents are your items that you own and that are kept in your residence for domestic use including:

- domestic furniture and furnishings;
- household goods, medical equipment and aids, clothing and other personal effects owned by you;
- motorised wheelchairs and mobility scooters, which do not require registration, **unless** the relevant state or territory authority requires the wheelchair or mobility scooter to be registered and that are normally kept with you in your residence;
- belongings normally worn or carried by you;
- sporting, recreational and leisure goods and equipment;
- portable electronic and electrical items and their accessories;
- photographic and optical equipment.

What we do not cover as your contents

- cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, money orders or stamps;
- commercially produced audio and video media, music and video data files, records, computer discs, computer software and game cartridges;
- motor vehicles and motorcycles;
- watercraft, aircraft and aerial devices;
- tools of any description;
- any items owned by the assisted living facility in which you are a resident.

The most we will pay for contents claims

Different types of contents

There are different types of contents that can be covered under this policy. These are:

Contents – These contents do not need to be listed. These items are covered for accidental loss or damage that is covered by your policy in your residence at the insured address.

Personal valuables – You can ask us to list individual items on your certificate as personal valuables – specified items. This is an optional cover that you can ask us to add to your policy for an extra premium. See pages 20 to 21.

The most we will pay for all contents

The most we will pay for accidental loss or damage to all contents arising from any one incident covered by your policy is the contents sum insured **plus** any personal valuables – specified items sums insured (shown on your certificate). The most we will pay for an individual item, pair set or collection in any one incident is **\$1,000**.

The most we will pay for personal valuables – specified items

The most we will pay for personal valuables – specified items is the sum insured shown on your certificate for each item listed.

GST

Limits and the most we pay amounts stated in this PDS and on your certificate include GST.

What you are covered for – Accidental loss or damage

Contents cover

Your contents are covered for accidental loss or damage inside your residence at the insured address caused by an incident during the period of insurance, subject to the conditions, limits and exclusions of your policy.

Accidental loss or damage is loss or damage from an incident you did not intend or expect to happen, for example a painting accidentally falling off the wall.

There are some things we do not cover and these are shown in the 'General exclusions' on pages 25 to 30.

Types of accidental loss or damage

Accidental loss or damage includes loss or damage from incidents such as:

- Flood;
- Storm;
- Lightning;
- Fire (including bushfire);
- Earthquake and tsunami;
- Theft or burglary;
- Escape of liquid;
- Impact;
- Damage by an animal;
- Explosion;
- Riot, civil commotion or public disturbance;
- Malicious acts and vandalism.

Refer to the PED Guide for further information

Optional cover

You can ask us to add the following optional cover to your policy. Normally an extra premium is payable. If you have this optional cover, that option will be shown on your certificate and the cover provided is as shown in the 'We cover' section of the following tables on page 21.

There are some things we do not cover and this is shown in the 'We do not cover' section of the following tables on page 21 and in the 'General exclusions' on pages 25 to 30. All of the conditions of this policy apply to this optional cover unless the cover says otherwise.

Personal valuables – specified items

You can ask us to add 'Personal valuables – specified items' optional cover to your contents policy. This optional cover has its own excess and will be shown on your certificate. The contents excess does not apply to a claim relating only to personal valuables – specified items.

Personal valuables – specified items that we agree to insure do not need to be included in your contents sum insured.

What we cover – personal valuables – specified items

A personal valuable – specified items is a content item that is normally carried with you outside or away from your residence such as:

- jewellery, watches, handbags and wallets;
- mobile phones, laptops, electronic tablets (e.g. iPads);
- portable electronic and electrical items and their accessories;
- sporting, recreational and leisure goods and equipment, **but not** while in use (some limited exceptions apply);
- photographic and optical equipment.

We will also cover as a personal valuable:

- a wheelchair, mobility scooter or similar medical aids designed to assist with physical disabilities;
- a motorised golf cart with **4** wheels.

Personal valuables – specified items

✓ We cover

If you have chosen this cover, we cover accidental loss or damage to personal valuables – specified items up to the sum insured for each item shown on your certificate during the period of insurance anywhere in Australia and New Zealand. Jewellery and watches only are also covered anywhere else in the world for up to **30** consecutive days, **but only** while they are being worn by you or while in a secure safe.

Note: You must give us the full description and replacement value for each item you want us to insure. If you have this optional cover, the items covered as personal valuables – specified items are those individually listed on your certificate.

✗ We do not cover

- loss or damage outside of Australia and New Zealand **unless** the personal valuable – specified item is jewellery or a watch and it is lost or damaged whilst being worn by you or whilst in a secure safe and only if it is outside of Australia and New Zealand up to **30** consecutive days;
- loss or damage to sporting, recreational and leisure goods and equipment whilst in use, **but we will cover:**
 - bicycles whilst in use, **but not whilst** being used for racing or pace-making; **and**
 - motorised golf carts with **4** wheels whilst in use.
- personal valuables that are used for any business activity;
- restoration of your electronic records;
- any contents on exhibit or up for sale, such as jewellery at an auction, artworks on display in a gallery;
- contents being packed, carried or transported from your current address to a new address on a permanent basis.

Refer to the PED Guide for further information

Legal liability

The most we will pay for all claims arising from any one incident for legal liability covered by this policy is **\$10 million**, including all associated legal costs we have agreed to pay.

We cover your legal liability to pay compensation for death or bodily injury to other people, or loss or damage to their property resulting from an incident which happens anywhere in Australia or New Zealand during the period of insurance, subject to the conditions, limits and exclusions of your policy.

What we do not cover

We do not cover legal liability caused by or arising from:

Agreements you enter into

any agreement or contract you enter into, **but we will cover** your legal liability:

- if it would have existed had you not entered into the agreement or contract;
- if your liability is:
 - under a tenancy rental agreement; **and**
 - for damage to the assisted living facility caused by fire or by water leaking from pipes, washing machines, dishwashers or water overflowing from a blocked bath or tub.

Aircraft

you using or owning any aircraft or the facilities to land or store aircraft, **but we will cover**:

- a remote controlled model or toy aircraft with a wingspan up to **1.5** metres;
- a kite designed to be held by a person on land or attached to a non-motor powered watercraft (e.g. a surf kite).

Animals

any animal other than your domestic dog, cat or horse.

Asbestos

exposure to, or potential exposure to, asbestos in any form.

Buildings, property or land not at the insured address

you owning, occupying or renting any building, property or land not at the insured address.

Building, altering or renovating

building work being carried out at the insured address where the total cost of building, altering, extending or renovating is more than **\$50,000**.

Business activity

any business activity, **but we will cover** this if it relates to part-time or casual babysitting where you do not need to be registered or licensed to do this.

Caravans and trailers

using or owning a caravan, mobile home or trailer.

Committee members or officials

your actions or duties as a committee member or director of a club or association, as a coach, referee or official at a game or organised sporting activity.

Death or injury

death or injury of:

- you;
- a child (born or unborn) under **18** years who is your child or the child of your spouse, de facto or partner;
- your pets;
- anyone who usually lives at the insured address.

Fines, penalties and other damages

civil or criminal penalties or fines or aggravated, exemplary, punitive or multiple damages.

Illness or disease

illness, disease or sickness you knowingly spread or failed to take due care to prevent spreading after you knew about it.

Legal actions in other countries

legal actions or legal claims brought against you, decided or heard in countries outside Australia or New Zealand.

Libel or slander

defamation, including libel or slander.

We do not cover legal liability caused by or arising from:

Motor vehicles or motorcycles

the use or ownership of a motor vehicle or motorcycle or instructing someone on how to use it **unless** at the time of the incident, it was being used legally and did not have to be insured under any compulsory third party insurance laws and was:

- a remote controlled motor car;
- a wheelchair or a mobility scooter designed to accommodate physical disabilities or the elderly;
- a golf cart or buggy;
- domestic gardening equipment (e.g. ride-on mower).

Property owned by you or property in your physical or legal custody

damage to property which:

- is owned by you or your family, or anyone who usually lives with you in your residence;
- belongs to someone else and is in your physical or legal custody and control;
- is owned by your employer (e.g. you accidentally damage office equipment at your place of work),

but we will cover your legal liability under a tenancy rental agreement when your contents in the assisted living facility are insured under your policy, for damage caused by:

- water leaking from pipes, washing machines, dishwashers or water overflowing from blocked baths or tubs;
- fire.

Watercraft

using or owning any watercraft **unless** it is a sailboard, surfboard, wave board, canoe, kayak, non-motorised surf ski or remote controlled model watercraft.

Your employees

death or injury of your employees or damage to their property while they are working for you.

Other employees

death or injury of any person or damage to their property, if those persons are covered or should have been covered by Workers' Compensation or similar legislation.

Refer to the PED Guide for further information

General exclusions

You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by, arises from or involves:

Actions or movements of the sea

any actions or movements of the sea.

Aircraft shock waves

the gradual affects of vibrations, or shock waves caused by aircraft travelling at high speeds **unless** you can clearly show us that the damage was caused by a single destructive incident (e.g. sonic boom).

Animals

- any animal owned by you or that you are responsible for;
- any animal allowed into the assisted living facility by you, or anyone living at the assisted living facility;
- animal pecking, biting, clawing, scratching, tearing or chewing your contents. Or damage caused by their urine or excrement, **but we will cover** damage by an animal (**except** insects, vermin or rodents) which becomes accidentally trapped inside your residence;
- insects, vermin or rodents, **but we will cover:**
 - fire damage they cause;
 - water damage they cause.

Biological, chemical, other pollutant or contaminant

- any actual or threatened biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant; **or**
- any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant; **or**
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant.

But we will cover:

- fire damage that is not otherwise excluded by this policy;
- your legal liability under 'Legal liability' cover, to the extent your legal liability arises from your use of pesticides or herbicides in your residence;
- the cost to remove asbestos or its derivatives from the insured address during repairs or rebuilding if we have accepted a claim for loss or damage to your contents.

General exclusions (cont.)

You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by, arises from or involves:

Breaking the law

- you, or someone with your knowledge or permission, committing or trying to commit an unlawful or criminal offence, such as assault or malicious damage, in your residence;
- your possession, supply or consumption of any illegal substances or illegal drugs;
- you not obeying any commonwealth, state, territory or local government law, including laws relating to:
 - installing smoke alarms;
 - pool fencing;
 - failing to install a balcony railing or balustrade when required;
 - dangerous goods and liquids;
 - firearms;
 - control and safekeeping of dangerous or restricted breeds of dogs, including not obeying any legal requirement to restrain a dog in public or keep it fenced in.

Bushfires, storms, floods, tsunamis in the first 72 hours of cover

a bushfire, storm, flood or tsunami in the first **72** hours of cover. **But we will cover** these incidents if this policy began on the same day:

- you bought your residence; **or**
- that another policy covering your contents expired, **but not** when you cancelled the policy prior to its expiry date, and only up to the sums insured covered under the expired policy (any increase in sum insured will not be covered for these incidents for the first **72** hours specified).

Chemical damage when cleaning

chemicals, such as detergents and solvents, when you or someone authorised by you is using them for cleaning.

Chips and scratches

a breakage that does not extend through the entire thickness of the damaged item (e.g chips or scratches).

Computer virus or computer hacking

a computer virus or hacker.

Confiscation or damage by a legal authority

confiscation, nationalisation, requisition or damage by the police, a government authority or someone with the legal authority to do this.

Consequential losses or extra costs following an incident covered by your policy

consequential loss (financial and non-financial loss) or extra costs following an incident covered by your policy, such as:

- loss of income or wages;
- medical expenses;
- loss or costs, including the cost of your time (e.g. inconvenience) to prove your loss or to help us with your claim (e.g. telephone calls, postage);
- cost of hiring appliances after yours suffer loss or damage;
- professional, expert, legal, consulting or valuation costs **unless** you obtained our prior written authority to incur these costs;
- cost of replacing or reapplying pest control chemicals and baits in or around the insured address;
- cleaning costs;
- any costs related to stress or anxiety;
- any costs not covered by your policy.

Contents in the open air

loss or damage to your contents items in the open air **except** the contents items you have chosen to cover under optional cover 'Personal valuables – specified items'.

Defect, structural fault or design fault

a defect, structural fault or design fault that you knew about (or should reasonably have known about) and did not fix before the loss or damage occurred (e.g. if there are signs that a defect previously caused damage, we will not pay a later claim for further damage from this defect).

Deliberate or reckless acts or omissions

an act or omission by you, your family, anyone living in your residence or any owner or part owner of your contents, or anyone acting with your consent, which:

- is deliberate or reckless;
- is a deliberate or reckless lack of action.

General exclusions (cont.)

You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by, arises from or involves:

Deliberate damage to a reservoir or dam

deliberate or malicious damage to, or destruction of, a reservoir or dam, or any looting or rioting following such an incident.

Earthquake and tsunami

loss or damage that occurs more than **72** hours after an earthquake or tsunami.

Failing to take care

your failure to:

- take reasonable care of your residence and contents;
- take reasonable precautions to prevent loss, damage or legal liability;
- keep your residence and contents well maintained and in good condition. For the meaning of 'well maintained and in good condition' see the 'Glossary of important words and phrases' section on page 7;
- fix faults and defects as soon as you become aware of them.

Hazardous materials

any hazardous materials if not stored or used in accordance with the relevant law, controls and manufacturer's instructions.

Lightning

lightning **unless** the Australian Government Bureau of Meteorology has a record of lightning in your area at the time of the loss or damage.

Mechanical, electrical or other failure

mechanical or electrical failure or breakdown or anything that fails to operate properly, **but we will cover** damage caused by:

- fire spreading from an electrical fault to other parts of your contents;
- lightning.

Medical equipment and aids

any medical equipment, item or aid which is designed to be either wholly or partially within the body, either permanently or temporarily. By 'within the body' we mean medical equipment, items or aids which require a specific incision to be made in the body to enable them to be implanted, **but we will cover** hearing aids.

Photographs, electronic data and images

repairing, replacing or fixing:

- electronic data or files that are corrupted, damaged or lost, including software, photographs, films, music or other visual images or audio files stored electronically or on any other medium, **unless**:
 - the device they were stored on is lost or damaged in an incident covered by your policy;
and
 - the electronic data or files were legally purchased and you cannot restore them free of charge.
- hard copies of photographs, films or other visual images that are damaged or lost, **but we will cover** the cost of reproducing hard copy photographs you have purchased from, or had produced by, a professional photographic business or retail outlet.

Radioactivity

- radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste; **or**
- action of nuclear fission including detonation of any nuclear device or nuclear weapon; **or**
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any radioactive or nuclear materials; **or**
- any looting or rioting following an incident described above.

Revolution, war

- revolution, hostilities, war or other acts of foreign enemy, war like activity (whether war is declared or not), military coup; **or**
- any looting or rioting following these incidents.

Riot, civil commotion or public disturbance

a riot, civil commotion or public disturbance caused by you.

Sale

- loss (including theft) of your contents or personal valuables (or the proceeds of sale) by a person authorised to offer your contents or personal valuables for sale;
- loss of your contents or personal valuables (or the proceeds of sale) as a result of the bankruptcy or insolvency of a person authorised to offer your contents or personal valuables for sale.

General exclusions (cont.)

You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by, arises from or involves:

Scorching, smoke, ash or soot when your residence has not caught on fire

- heat, ash, soot and smoke when your contents have not caught on fire, **unless** it is caused by parts of the building burning or by a burning building within **10** metres of the assisted living facility;
- arcing, scorching or cigarette burns, **unless and only to the extent that** a fire spreads from the initial burn spot;
- pollution, or vapour, from a home heater or a cooking appliance, **unless** a fire spreads from the initial source.

Storm surge

loss or damage caused by storm surge **unless** the loss or damage occurs at the same time as the insured loss or damage to your contents caused by storm.

Theft or malicious damage by someone you invited into your residence

theft or malicious damage by:

- you or someone who lives in your residence; **or**
- someone who entered your residence with:
 - your consent; **or**
 - the consent of someone with authority to allow access to your residence.

Wear, tear, mould, gradual deterioration and other conditions

wear, tear, rust, fading, rising damp, mould, mildew, corrosion, rot, action of light, atmospheric or climatic conditions or gradual deterioration.

Further example: *Carpet worn from people walking on it.*

Claims

Making a claim

Contact us as soon as possible if you suffer loss or damage, or there is an incident that could result in a claim.

What you must do

Step 1	Step 2	Step 3	Step 4
<p>Make sure everyone is safe.</p> <p>For emergencies call 000.</p>	<p>Try to prevent further loss or damage.</p> <p>If possible take reasonable steps to prevent further loss, damage or liability (e.g. if there has been forced entry to your room, arrange for it to be secured to prevent further loss or damage).</p>	<p>Immediately report any theft and malicious damage to the police.</p> <p>Give them a list of all stolen or damaged items. Keep details of the date reported, name of the police officer, police station reported to and the report number.</p>	<p>Contact us as soon as possible.</p> <p>You can call us 24 hours a day. If you delay reporting your claim, we may not pay for any additional loss or damage caused by your delay.</p> <p>Describe details of what has been affected by the event (e.g. storm damage or a list of stolen items).</p>

Note: If the damage to your contents was caused by another person, please provide us their name and address, or if applicable, their registration details.

How the Goods and Services Tax (GST) affects this insurance

You must tell us about the input tax credit (ITC) you are entitled to for your premium and your claim, each time you make a claim. If you do not give us this information or if you tell us an incorrect ITC, we will not pay any GST liability you incur. Our liability to you will be calculated taking into account any input tax credit to which you are entitled for any acquisition which is relevant to your claim, or to which you would have been entitled had you made a relevant acquisition.

Legal liability claims

You must tell us about any incident that has caused an injury to others or damage to other people's property.

You must also immediately tell us about any demands made on you to pay compensation to others and any court actions or offers of settlement and send these to us.

If you make a legal liability claim that is covered under this policy we can decide to defend you, settle any claim against you or represent you at an inquest, official inquiry or court proceedings.

If we decide to defend you, settle any claim against you or represent you, then you must give us all the help we need, including help after your claim is settled.

To process the claim, you must

- allow us to inspect your damaged contents;
- allow us to arrange for experts to assess your damaged contents and to quote on repair or replacement;
- provide us with a quote for repair or replacement if we ask for this. If you choose to use our recommended repairers (when available), there is no need to obtain your own quotes;
- when requested, provide us with all proofs of ownership and value, information, co-operation and assistance in relation to a claim (including attending an interview or giving evidence in court) as we may reasonably require;
- allow us, or a person nominated by us, to recover, salvage or take possession of your contents. When we ask, you must send any items to us, or cooperate in our collection or retrieval of such items;
- consult an expert if we ask for this.

What you must not do

- do not dispose of any damaged parts or items of your contents without our consent;
- do not carry out or authorise repairs without our consent **unless** you cannot contact us and need to make emergency repairs to protect your contents;
- do not wash or clean or remove debris from any area damaged by fire without our consent **unless** you need to do this to prevent further loss;
- do not admit liability or responsibility to anyone else **unless** we agree;
- do not negotiate, pay or settle a claim with anyone else **unless** we agree;
- do not accept payment from someone who admits fault for loss or damage to your contents. Refer them to us instead.

If you do not comply

If you do not comply with 'What you must do' and 'What you must not do' we can reduce or refuse your claim or cancel your policy.

How to establish your loss

Establish an incident took place

When making a claim you must be able to prove that an incident covered by your policy actually took place. If you do not do this, we will not be able to pay your claim.

We may obtain the following from the police:

- confirmation that you reported the incident;
- details of any investigations they undertook.

You must give us authority to access these records, if we ask.

Describe your loss or damage

You must also give us accurate and full details of what was lost, stolen or damaged and give us proof of value and ownership for items claimed if we request it.

When your contents are damaged

Allowing us, a repairer or an expert appointed by us, to look at what is damaged is usually all that is needed to prove your loss. For valuable and badly damaged items, we will ask you to provide proof of ownership and value.

If we decide that you are unable to reasonably substantiate your claim, we may reduce or refuse your claim.

How to prove ownership and value

For lost, damaged or stolen items that are no longer available for inspection, you must validate your claim by giving us details of when and where they were purchased and reasonable proof of ownership and value.

If we decide that you are unable to reasonably substantiate your claim we might reduce or refuse your claim.

Your excess

What is an excess?

An excess is the amount you have to pay for each incident when you make a claim. Sometimes you might have to pay more than one type of excess. The amount and types of excess are shown on your certificate and are described in this PDS.

The types of excess are:

Contents excess

This excess applies to all claims including legal liability claims **unless** stated otherwise in this PDS.

Personal valuables – specified items excess

The optional cover 'Personal valuables – specified items' has its own excess.

When your claim is for contents and personal valuables – specified items

When your claim is under both contents and personal valuables – specified items cover, the higher of your contents or personal valuables – specified items excesses, will be payable.

When your claim is for personal valuables – specified items only

The personal valuables –specified items excess shown on your certificate (and not the contents excess) is payable when your claim proceeds solely against personal valuables – specified items.

When we may waive your excess

When you make a claim for damage to your contents and we decide the incident covered by your policy was entirely caused by another person (but not people within the definition of 'you'), we may waive the excess that would normally apply if you give us the name and address of the person responsible for the damage or if applicable their name and registration details.

How to pay your excess

When you make a claim we will choose whether to deduct the applicable excess from the amount we pay you or direct you to pay the excess to us or to the appointed repairer or supplier. We may require you to pay the excess in full before we pay your claim or provide any benefits under your policy. The fact we have asked for payment of your excess does not of itself mean that your claim has or will be accepted by us either in whole or in part.

Refer to the PED Guide for further information

How we settle your claim

We choose how we settle contents (including personal valuables) claims

If we agree to pay a claim for loss, theft or damage to your contents (including personal valuables – specified items), we will decide if we will:

- repair damage to your contents;
- replace your contents 'new for old';
- pay you what it would cost us to repair or replace your contents or any lower limit that applies;
- pay you the sum insured for your contents or any lower limit that applies;
- give you a voucher, store credit or stored value card for the amount it would cost us to repair or replace your contents.

If we replace (or pay you what it would cost us to replace), we will do so on a 'new for old' basis.

If we repair (or pay you what it would cost us to repair), we will at our option repair on a 'new for old' basis or repair to a similar condition to what your contents were in before the loss or damage occurred.

If we agree to compensate you in cash, we will reduce the cash compensation by an amount equal to any trade discount which we would have obtained from a supplier, had we repaired or replaced your contents.

Unless we tell you otherwise, we will deduct any amounts you owe us from any amount we owe you.

We will not:

- pay more than the relevant sum insured or policy limit;
- pay extra to repair or replace your contents to a better standard, specification or quality than it was before the loss or damage occurred **except** as stated in the meaning 'new for old';
- fix a fault that existed before the loss or damage occurred;
- pay any decrease in the value of a pair, set or collection when the damaged or lost item forms part of the pair, set or collection. We pay only for the repair or replacement of the item which was damaged or lost.

'New for old' means:

- **New materials, new items**

we replace or repair with new items or new materials that are commercially available at the time of replacement or repair from Australian suppliers;

- **New for old, regardless of age**

we replace or repair new for old regardless of age, with no allowance for depreciation;

- **Same type, standard and specification as when new**

we replace or repair to the same type, standard and specification (but not brand) as when new. If the same is not available, it means of a similar type, standard and specification (but not brand) when new. We can replace with a different brand.

'New for old' does not:

- include paying the extra cost of replacing or purchasing an extended warranty on any item;
- mean of a better standard, specification or quality than when new.

When items may be replaced to a better standard

Refrigerators, freezers, dishwashers, air conditioners, washing machines and dryers with less than a 3 star energy rating

For these items when being replaced, 'new for old' means replacing with a new item of equal specification (but not brand) and if you agree, it means replacing with a minimum **3** star energy rating if this is available. It can be a different brand.

Obsolete electrical appliances

For obsolete electrical appliances such as outdated computers or TVs, 'new for old' means, replacing or repairing to an equal specification. If this is not available, it means to the nearest better specification available. It can be a different brand. We do not insure electrical or electronic items that are no longer able to be used for the purpose they were intended.

When items cannot be replaced new for old

If an item cannot be replaced 'new for old', we will pay you what it would cost to buy the item immediately before the loss or damage occurred, up to the relevant sum insured.

When we repair or replace your contents

If we choose to repair damage to your contents or replace your contents, we will repair or replace with items or materials that are reasonably available at the time of repair or replacement from Australian suppliers.

We will do our best to replace to the same type, standard and specification (but not brand) as when new. If the same is not available, we will replace with items or materials of a similar type, standard and specification as when new. It can be a different brand.

When we cannot match contents items

If we cannot find a contents item match we will use the closest match reasonably available to us.



If you are not satisfied with what we choose before we repair the contents:



If we agree, you can pay the extra cost of replacing other parts of your contents to achieve a uniform appearance.



Or we will pay you what it would have cost us, **but only** if we agree to this. We usually insist on replacing jewellery if your cover is adequate.

Items that form part of a set or collection

We will only repair or replace contents that are lost or damaged by an incident covered by your policy. You cannot claim to replace undamaged parts of the contents (e.g. when a lounge chair which is part of a suite is damaged beyond repair. We will pay to replace that chair, not the whole lounge suite).

When we will repair or replace undamaged contents

We will only repair or replace contents that are lost or damaged by an incident covered by your policy. You cannot claim to replace undamaged contents or undamaged parts of contents.

But there are limited circumstances where we will repair undamaged parts of contents to create a uniform appearance, when:

- **internal blinds and curtains**

if we can't match the new material or parts with the undamaged ones, if necessary, we will pay extra to replace undamaged blinds and curtains in the same room.

- **carpets or other floor coverings**

if we can't match the new material or parts with the undamaged ones, if necessary, we will pay extra to replace undamaged carpets and other contents floor coverings in the same room.

If you want to change the contents

When repairing or replacing the contents, if we agree, you can choose to change the make and model of the contents item or upgrade to a different make and model of it, providing you pay the extra costs of doing this. If you want to downsize the contents item for less cost than you are entitled to claim, we will not pay more than it costs us to repair or replace the downsized contents item.

Other claims information

Potential impact on cover and premiums

After a contents claim

If we pay part of, or the full, contents sum insured, the contents sum insured is automatically reinstated and cover continues for the period of insurance at no extra cost. You may need to change your insured address. You should reassess your contents sum insured. There is no refund of premium if you reduce your sum insured by the amount of your claim.

After claiming for a personal valuables – specified item

If we pay you the sum insured for a personal valuables – specified item (e.g. a **\$5,000** diamond necklace listed on your certificate), or pay to replace it, cover for that item stops and there is no refund of premium. If you want cover for any new replacement item, you will need to contact us and apply for cover for the new item, otherwise the only cover for this item will be as a content item (a jewellery item is covered to a maximum of **\$1,000** as a content item).

Salvaged contents items

If we replace or compensate you for an item, we then own the damaged or recovered item. If we agree you can keep an item we will determine the salvage value and we can deduct this amount from any payment we make to you.

Our right to recover claims we pay from those responsible

If you have suffered loss or damage as a result of an event or incident covered, or partially covered by this policy, then we have the right and you permit us to take action or institute legal proceedings against any person or entity liable to you for the recovery of your insured, underinsured or uninsured losses, payments made and expenses in relation to the event or incident (“your loss”). Any action or legal proceeding will be commenced in your name.

If you have commenced action or instituted legal proceedings against any person or entity liable to you for your loss, we have the right and you permit us to take over and continue that action or legal proceeding. Where recovery of your loss forms part of any representative proceeding which has not been instituted under our instructions, we have the right and you permit us to exclude your loss from that representative proceeding for the purpose of including your loss in a separate representative proceeding which is or will be instituted under our instructions.

You must provide us with all information and reasonable assistance in the recovery of your loss, including providing us with any documents that prove your loss.

You must not enter into any agreement, make any admissions or take any action or step that has the effect of limiting or excluding your rights and our rights to recover your loss, without our prior written agreement.

Refer to the PED Guide for further information

Other important information

What happens with cancellations?

Cancellation by you

You may cancel this policy at any time. If you cancel this policy, you will be refunded the unexpired portion of the premium, less any non refundable government charges if the refund is more than **\$5**. If you pay by instalments, on cancellation you agree to pay us any portion of the premium that is owing but not yet paid and that amount is immediately due and payable.

Cancellation by us

We can cancel your cover where the law allows us to do so. We will refund any money we owe you less any non-refundable government charges if the refund is more than **\$5**. If we cancel your policy due to fraud, we will not refund any money to you.

For more information about cancellation see 'Paying your premium' on page 15.

How we will deal with a complaint

If you are not satisfied with our products or services or a decision made in relation to your insurance, please let us know so that we can help. It is important to follow the complaint handling process in order to resolve your complaint effectively and efficiently.

Step 1. Let us know

If you would like to make a complaint, please let us know by contacting the relevant department as they may be able to resolve the complaint for you. If not, the staff member will refer you to a Manager or their delegate and they will attempt to resolve the complaint. A response is usually provided to you within **5** business days. You can contact us:

By phone: 13 50 50

By email: customerservice@apia.com.au

In writing: Apia, GPO Box 756, Melbourne, VIC, 3001

Step 2. Review by our Internal Dispute Resolution Team

If you are not satisfied with the outcome of the business review you can request the complaint be referred to the Internal Dispute Resolution (IDR) Team for review or you can contact them directly:

By phone: 1300 240 531

By email: idr@apia.com.au

In writing: Apia Internal Dispute Resolution, PO Box 14180,
Melbourne City Mail Centre, VIC, 8001

If we require additional information we will contact you to discuss. IDR will usually contact you with a decision within **15** business days of receiving your complaint.

Step 3. Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Financial Ombudsman Service (FOS) Australia. The FOS is an independent external dispute scheme and their service is free to you. Any decision the FOS makes is binding on us, provided you also accept the decision. You do not have to accept their decision and you have the option of seeking remedies elsewhere.

The FOS is available to customers who fall within their terms of reference. The FOS will advise if they can help you.

You can contact FOS:

By phone: 1800 367 287

By fax: (03) 9613 6399

By email: info@fos.org.au

In writing: Financial Ombudsman Service Limited,
GPO Box 3, Melbourne VIC 3001

By visiting: www.fos.org.au

Report insurance fraud

Insurance fraud is not a victimless crime. It imposes additional costs on honest policy holders and wastes the valuable resources of our community. This means it affects everyone.

We actively pursue fraudulent and inflated claims in order to keep your premiums as low as possible. Fraudulent claims will be investigated and may be reported to the police.

Help us fight insurance fraud by reporting:

- inflated vehicle or home repair bills;
- staged vehicle or home incidents;
- false or inflated home or vehicle claims;
- home or vehicle fires which may be intentionally started, including by someone known to you.

To report suspected insurance fraud call: **1300 881 725**. Let's work together to reduce the impact of insurance fraud on the community.

General Insurance Code of Practice

We support the General Insurance Code of Practice. You can get a copy of the code from the Insurance Council of Australia website (insurancecouncil.com.au) or by phoning **(02) 9253 5100**.

Financial Claims Scheme

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

The FCS only applies in the extremely unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA.

Information about the FCS can be obtained from APRA at apra.gov.au or by calling **1300 55 88 49**.

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PDS dated 7 April 2016

This insurance is issued by

AAI Limited

ABN 48 005 297 807 AFSL No. 230859

GPO Box 756, Melbourne, VIC, 3001

How to contact Apia:

By telephone: 13 50 50

Via email: customerservice@apia.com.au

On the web: apia.com.au

In writing: GPO Box 756, Melbourne, VIC, 3001

13 50 50
apia.com.au
