

## Apia Apartment Style Residence Insurance

**Product Disclosure Statement** 



#### Welcome and thank you for choosing Apia

This Product Disclosure Statement (PDS) is an important document that tells you information you need to know about your policy. It is really important to read it carefully before you decide whether or not our cover is right for you.

#### By choosing Apia you can:



Manage your policy online

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Make a claim 24/7 by calling 13 50 50 or online



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Call **13 50 50** for extra support

The information in this PDS is current at the date it was prepared. From time to time, we may update some of the information in this PDS that is not materially adverse to you without notifying you. Please contact us for a free copy of any of these updates. Other changes will be made by a Supplementary Product Disclosure (SPDS) Statement which we will give to you.

PDS preparation date 3/11/2020

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In this PDS you will be referred to the Apartment Style Residence Insurance Additional Information Guide. This guide is available at apia.com.au and contains further information about premiums, excesses and discounts. Please contact us for a free copy.

Some words in this policy have special meanings. Most of the words with special meanings are defined in section 11 'Words with special meanings' on page 97.

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## Important things to know upfront

Before we get into the specifics of your policy there are important things to know upfront. This includes:

- key summary information about your cover;
- a what to do in the event of a claim checklist;
- information about your contract with us;
- communicating with you electronically;
- information about your cooling off period;
- your responsibilities and when you need to contact us;
- information about your sum insured and the excesses that apply to your claim;
- important information about us.

### Key information about Apia Apartment Style Residence Insurance

#### Type of insurance

This policy provides cover for loss or damage to your contents when you live in an apartment as an an owner or as a tenant.

We do not cover the apartment. We also do not cover your contents for all types of damage.



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#### What we cover

#### Insured events

We cover specific events like storm, flood, fire (including bushfire), escape of liquid and impact.

#### Legal liability

We cover your legal liability to pay compensation for death or bodily injury to other people, or loss or damage to their property.



#### What we pay

The most we will pay for loss or damage to your contents for any one incident is the contents sum insured shown on your certificate, unless we say otherwise in your policy.

The most we will pay for all claims arising from one incident for legal liability covered by this policy is **\$20 million**, including all associated legal costs.

We will pay up to the limits outlined under the relevant Additional and Optional covers.

This is a summary only. Like all policies, there are conditions, limits and exclusions that apply so you need to read your policy for full details.

#### Additional cover that comes with your policy

There are some additional covers that come with your policy for no extra cost. See section 5 'Additional cover that comes with your policy' on page 51 for more information.



#### Optional cover you can pay extra for

There are some optional covers that you have to pay extra for. If an optional cover applies to your policy it is shown on your certificate. See section 6 'Optional cover you can pay extra for' on page 71 for more information.



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

We do not insure you for bushfire, storm, storm surge, flood or tsunami in the first **72** hours of your policy. Very limited exceptions apply. For full details see section 3 'Things we don't cover' on page 28.

#### Summary of cover

Limits, conditions and exclusions apply. Read your policy for full details.

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#### What to do

#### We understand that experiencing loss or damage or having a claim made against you can be stressful.

Here's what to do:

#### STEP 1

Make sure everyone is safe.

For emergencies, call 000.

#### STEP 2

**Try to prevent further loss, damage or liability** (e.g. if there is a broken window, arrange for it to be covered to prevent water damage from the rain).

#### STEP 3

## Report any theft and malicious damage to the police as soon as possible.

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.

#### STEP 4

## Contact us as soon as possible by calling 13 50 50 or online.

If you delay reporting your claim, we will not pay for any additional loss, damage or liability caused by your delay. When you contact us, describe details of what has happened (e.g. a window broken in a storm). For electrical items, please have details about the make and model. If the damage to your contents was caused by another person and if possible, please provide us their name and address, and if applicable, their registration number. See 'When your excess will be waived' on page 16.

#### Our agreement with you

If you buy this insurance from us, your contract is made up of your certificate, this PDS and any SPDS that we have given you.

#### Communicating with you electronically

We may send your policy documents and policy related communications electronically. This will be by email and/or other types of electronic communication (e.g. SMS). We will obtain your express or inferred consent to do so. Each electronic communication will be deemed to be received by you at the time it leaves our information system.

#### Cooling off period

You can contact us to return the policy within **21** days from the start date of your policy (including on renewal).

This is called the cooling off period. As long as you have not made a claim during this period, we will refund in full the money you paid for your policy (including GST if applicable), but you will not have any cover under the policy.

Alternatively, you can cancel your policy at any time while you are insured. When you do this, unless we tell you otherwise, you will have cover up until the date and time of cancellation. For more information see 'What happens with cancellations' on page 91.

## There are limits to what we will pay and some things we don't cover

Like every insurance policy, there are exclusions, conditions and limits that apply to your policy. There are some things we don't cover whatever the circumstances, these are found in section 3 'Things we don't cover' on pages 25 to 37. There are also specific things we don't cover explained in sections 4 to 6 on pages 39 to 74 which are particular to the cover under your policy.

In this PDS we use < and 🛞 icons to help describe what's covered and what's not covered.

#### Extra Support

Sometimes your circumstances might mean you need additional support or assistance in dealing with us. This could be due to your physical or mental health, family or financial situation or cultural background. If you are comfortable, you can tell us about your situation and we will work with you to arrange support.

#### Your responsibilities

- take steps to prevent theft, loss, damage or legal liability (e.g. ensuring there are working smoke detectors in the apartment);
- maintain door locks and window locks in good working condition and keep alarms working and connected;

- follow all terms and responsibilities set out in your policy;
- keep your apartment structurally sound, watertight, secure and well maintained (e.g. remove mould, fix any holes in floors, walls and ceilings, fix loose, missing or rusted steps, gutters, flooring) by ensuring you advise the responsible parties if there are any issues;
- you must fix any inherent defect, faulty design, structural defect, structural fault and/ or faulty/poor workmanship at the apartment as soon as possible after you identify it or are told about it or ensure you advise the responsible parties if there are any issues;
- ensure that the apartment, the apartment building and contents are kept in good condition (e.g. there are no blocked gutters, the roof is not rusted, the apartment is not infested with vermin, there is no termite damage or ensure you advise the responsible parties if there are any issues and ensure there are no rings (i.e. jewellery) where the claw (surrounding the stone) is obviously damaged or worn);
- provide honest and complete information for any claim, statement or document supplied to us;
- do not behave in a way that is abusive, dangerous, hostile, improper or threatening when engaging with us and our service providers.

If you are a tenant, you must comply with your responsibilities to the extent you are required to repair or maintain the apartment under your tenancy rental agreement.

#### Not meeting your responsibilities

Your policy may not provide cover if you have not met your responsibilities and it may lead us to reduce or refuse to pay your claim and/or cancel your policy.

#### When you need to contact us

During the period of insurance you must tell us as soon as possible if:

- you have had another insurer cancel or decline an insurance policy, impose specific conditions on a policy or refuse a claim;
- you move to a new insured address (or within **14** days of moving to a new insured address. See 'When changing insured address' see page 14);
- you start to operate or intend to operate a business activity at the insured address;
- you start undertaking manufacturing or repair work at or from the insured address;
- there are changes to any business activity you operate at the insured address, such as but not limited to, the type of business activity changes, people start to come to the insured address, business signage is installed or storage of chemicals for the business activity occurs;
- you need to change the sums insured;
- any detail on your certificate is no longer accurate;
- you lease or rent 2 or more rooms at the insured address to tenants or paying guests;

Continued on next page.

- you move out and lease the insured address to tenants or paying guests;
- trespassers or squatters occupy the insured address;
- building, renovations, construction, alterations and/or repairs commence at the insured address.

If you have not told us about any of the above matters having occurred in any other period of insurance you held this policy with us, you must also tell us as soon as possible.

#### What we will do when you contact us

When you tell us about any of the above matters, an additional excess, additional premium or special condition may be applied to your policy. In some cases, it may lead us to reduce or refuse to pay a claim or it will mean we can no longer insure you and we will cancel your policy.

#### If you do not contact us

If you do not contact us when you need to, you may not be covered under your policy and it may lead us to reduce or refuse to pay a claim and/or cancel your policy.

#### If your contact details change

You must keep your contact details, including your Australian Mobile number, postal address and email address up to date. If we do not have up to date contact details you might not receive your important policy documents which could impact whether you have cover in place.

#### How to contact us

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Call us on 13 50 50.

#### When changing insured address

When you are permanently changing your residential address within Australia, we will cover your contents for loss or damage caused by an insured event during the period of insurance at both your insured address and the new address for up to **14** days from when any of your contents first arrive at the new address. The most we will pay for your contents in all locations is the contents sum insured.

All conditions, limits and exclusions of this policy apply to this cover. You must contact us before the **14** days end and ask us to change your insured address if you want contents cover to continue.

Once your contents have been at your new address for **14** days all cover for contents under this policy ends unless you have contacted us to change your insured address, we have agreed to continue cover and you have paid us any extra premium we require.

#### About your sum insured

#### Make sure your sum insured is adequate

Underinsurance can expose you to serious financial loss if a claim occurs. It is your responsibility to select a sum insured for the contents that meets your needs in the event your contents are damaged or destroyed.

To help you calculate the replacement value of your contents, we provide a 'Contents Calculator' that you can access at our website, www.apia.com.au.

#### Review the sum insured regularly

To ensure your sum insured is adequate it is important to review them regularly, being mindful of items purchased recently and ask us to change the sum insured when required.

#### If you over-insure

We will not pay you more than the amount of the assessed quote to repair or replace your contents. Again, it is important to review your sum insured regularly. We will not refund any premium you paid for over-insuring.

#### Adjustments on renewal

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

#### GST

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

#### Excesses that apply to your claim

#### What is an excess?

An excess is the amount you pay towards the cost of your claim for each incident covered by your policy. Sometimes you might have to pay more than one type of excess. The amount and types of excess are shown on your certificate or in this PDS.

Excess	type	

Contents excess	A contents excess applies to all claims (including legal liability claims), unless your policy states that no excess applies to your claim.
Personal valuables excess	Personal valuables has its own excess that applies to claims made under personal valuables cover.
Unoccupied excess	This excess applies in addition to any other excess, if at the time of the incident covered by your policy, the apartment has been unoccupied for more than <b>60</b> continuous days.

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#### When is the apartment unoccupied?

A period of unoccupancy starts when the apartment becomes unoccupied and comes to an end when you, or someone nominated by you, has occupied the apartment for at least **2** consecutive nights. You will be required to prove the occupancy of the apartment in the event of a claim, unless this is not reasonably possible. Examples of how you can prove the occupancy include providing us with copies of bills (or other documents demonstrating the usage of utilities that are connected to the apartment) and photos of the furnishings in the apartment. See section 11 'Words with special meanings' on page 102.



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Refer to the Apartment Style Residence Insurance Additional Information Guide for more information about excesses.

#### When your claim is for contents and personal valuables

When your claim is under both contents and personal valuables cover, the higher of your contents or personal valuables excesses applies (plus any other applicable excess).

#### Claiming for personal valuables only

The personal valuables – unspecified items and/or personal valuables – specified items excess shown on your certificate (and not the contents excess) applies (plus any other applicable excess) when your claim is only against personal valuables.

#### How to pay your excess

You can choose from the following options to pay your excess:

- you can pay the excess(es) directly to us before we finalise your claim;
- the applicable excess(es) can be deducted from the amount we pay you for your claim (if any).

We will not cover any legal or other costs that arise because of any delay in paying the excess.

#### When your excess will be waived

We will waive your excess and no excess will apply when:

- you are not responsible for the loss or damage and the incident was caused by another person (but not a person within the definition of 'You/Your' and not a person living at or staying at the insured address). You may be able to show this by providing a police report, expert reports, statement from a witness and/or photographs; and
- you can give us the name and address of the person responsible, and if applicable, the registration number of their vehicle.
  - If you cannot identify the person responsible and/or give us their name and address (and if applicable, their registration number) it means we will not be able to waive your excess. It does not otherwise impact the cover under your policy or your ability to make a claim.

#### Important information about us

This important information about us statement was completed on 3/11/2020.

#### 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 of this PDS.

#### 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 of this PDS. 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 93.

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# 2 What we cover – the basics

This section describes the basics of:

- what we cover and do not cover as your contents;
- who we cover;
- how we cover different types of contents.

#### What we cover as your contents

#### ✓ We cover

Contents are your household items that you own or are responsible for and use primarily for domestic purposes. Contents are items which are not permanently attached to your apartment or insured address such as, but not limited to:

- furniture;
- furnishings;
- clothing;
- home computers and printers;
- electronic tablets (e.g. iPads);
- laptops;
- mobile phones;
- unfixed electrical goods and appliances not housed in a cabinet;
- internal blinds, drapes and curtains;
- carpets, rugs;
- pot plants;
- medical equipment and aids.

Contents that are vehicles, watercraft or aircraft are limited to:

- a golf cart or buggy, wheelchairs, mobility scooters or medical aids designed to assist with physical disabilities or the elderly;
- ride-on mowers;
- remote controlled model or toy motor vehicles;
- surfboards, sailboards, kite surfing equipment, canoes, kayaks and non-motorised surf skis;
- remote controlled model or toy watercraft;
- remote controlled model or toy aircraft with a wingspan up to 1.5 metres;
- personal transportation vehicles (see section 11 'Words with special meanings' on page 101); and
- drones (see section 11 'Words with special meanings' on page 99).

Contents that are swimming pools, saunas and spas are limited to those that are designed to be easily relocatable.

#### When contents are insured in an apartment

Contents also include the fittings in an apartment if the fittings are not legally part of the apartment building according to the relevant state or territory law. The fittings included which are legally part of the apartment depend on the location of your apartment and could be:

- lino installed in the apartment, whether permanently attached or not;
- floating wooden floors;
- air conditioners (ducted and split system) and spas for the sole use of the apartment owner or occupier;
- wall paint and paper if your apartment is located in New South Wales.

We will not cover any item which is legally part of an apartment building according to the relevant state or territory law. It is your responsibility to determine whether a fitting is legally part of an apartment building according to the relevant state or territory law.

#### What we do not cover as your contents

#### Contents does not include:

- electrical or electronic items that are no longer able to be used for the purpose they were intended (e.g. a television that can no longer be turned on);
- any pets or animals;

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- electronic files for which you do not have a licence;
- floating floors (unless they are covered under 'When contents are insured in an apartment' page 21);
- items that are or were stock or samples related to any business activities (except as covered under additional cover 'Stock' page 56);
- loose or compacted soil, sand, lawn, grass, artificial grass, gravel, pebbles, rocks, granular rubber or water;
- plants, trees, shrubs or hedges in the ground;
- used or applied chemicals, fertilisers and pesticides;
- a motor vehicle, motorbike, motorcycle or any other vehicle of any type other than those covered in 'What we cover as your contents' on page 20;
- any contents in a vehicle designed for the temporary accommodation of people and/or conveyance of animals, including contents in a caravan, motorhome, camper trailer, slide-on trailer, slide-on camper, mobile home, trailer or horse float;
- unfitted accessories of any vehicle, watercraft or aircraft including keys (and keyless electronic starters) except to the extent covered under Additional Cover 'Accessories and Spare Parts' page 55 and we will cover keys (and keyless electronic starters) if they belong to vehicles covered under 'What we cover as your contents', see page 20;
- any unlicensed or unregistered firearms;

Continued on next page.

- any item which is legally part of an apartment building according to the relevant state or territory law;
- cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, tickets, money orders or stamps (not in a set or collection);
- uncut and unset gems, gold or silver nuggets, bullion and ingots (not jewellery).

#### Who we cover

In your policy with us, You/Your refers to the person or persons named as the insured on your certificate and members of your family who normally live with you at the insured address.

Family means:

- your spouse, partner or de facto;
- your parents (including your legal guardian), parents-in-law, grandparents;
- your children, grandchildren, brothers and sisters, including their respective spouse, partner or de facto;
- the children, parents, parents-in-law, grandparents, grandchildren, brothers and sisters of your spouse, partner or de facto; and
- people who provide care or services to you.

If the insured shown on your certificate is a company, trustee of a trust or body corporate, then You/Your refers to:

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

#### The most we will pay for contents

The most we will pay for loss or damage to all contents arising from any one incident is the contents sum insured shown on your certificate (which includes any Flexible limits specified items) plus any personal valuables sums insured, unless stated otherwise in your policy.

#### How we cover your contents

The type of cover we offer, where we provide that cover, and the limits that apply, differ depending on the types of contents you are insuring.

#### Contents cover - at the insured address

We cover contents in the apartment at the insured address. The insured address is the address/location shown on your certificate. The insured address does not include common property.

We can also provide cover for Personal valuables at and away from the insured address for an extra premium, see 'Personal valuables – unspecified items' on page 72 and 'Personal valuables – specified items' on page 74.

#### How we categorise different types of contents

#### **1. General Contents**

Some contents have no limit (other than the total contents sum insured) e.g. furniture, electrical appliances (fridge, TV), carpets, clothes and manchester.

#### 2. Contents with fixed limits

Some contents have fixed limits that cannot be changed and these limits are the most we will pay for those contents items. See the table below for the fixed limits that apply.



#### For example:

you have refrigerated food and medicines worth **\$1,000** but cover for this item is limited to **\$750** because in this policy, refrigerated food and medicines is a contents item with a fixed limit. Your refrigerated food and medicines are covered at the insured address for **\$750**.

Fixed limit applies to:	Limit for any one incident
Frozen food and refrigerated food and medicines.	<b>\$750</b> in total
Contents in the open air	Up to <b>20%</b> of the contents sum insured in total

#### 3. Contents with flexible limits

Some contents have flexible limits. These are items where you can choose to increase their limit for an extra premium. When you do this they become 'Flexible limits specified items' and are shown on your certificate. If you have not asked us to increase the limit, the most we will pay is the limit shown for the item in the following table.

Flexible limit applies to:	Limit for any one incident
Jewellery and watches	<b>\$2,000</b> per item or set but not more than <b>20%</b> of the contents sum insured in total
Carpets or rugs that are hand woven or hand knotted	\$2,000 per carpet or rug
Tools of trade and equipment used for a business activity (not home office equipment)	<b>\$3,000</b> in total
Paintings, pictures, works of art, antiques, sculptures, ornaments and art objects	<b>\$2,000</b> for each item or set but not more than <b>20%</b> of the contents sum inured in total
Collections, sets and memorabilia, including stamps, stamp collections, collectors pins, medals and collectors non-negotiable currency	<b>\$3,000</b> in total for all collections, sets and memorabilia

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#### Contact us on 13 50 50

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#### For example:

you have a diamond necklace worth **\$8,000**. Jewellery has a flexible limit of **\$2,000** per item. You ask us to increase cover to **\$8,000** and pay the extra premium. This diamond necklace is now shown on your certificate and is covered for a maximum of **\$8,000** at the insured address.

## Optional Personal Valuables – cover at and away from the insured address

Personal valuables cover provides cover, at and away from the insured address, anywhere in Australia and New Zealand. Jewellery and watches only, are also covered anywhere in the world for up to **30** consecutive days, but only while being worn by you or while in a secure safe.

There are two types of personal valuables cover:

#### 1. Personal valuables - unspecified items



You can choose a sum insured from the options we offer but there is a **\$1,000** limit per item, set or collection. The most we will pay for all items is the sum insured shown on your certificate. With this cover you don't have to individually list items on your certificate but there are only certain items we cover as an unspecified item.

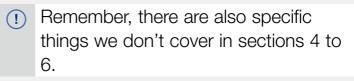
#### 2. Personal valuables - specified items



You can ask us to insure the item by giving us the full description and nominating the sum insured value. If we agree and you pay the additional premium, the item will be listed individually on your certificate. The sum insured for each item is the amount shown for each item listed.

An extra premium applies. If Personal valuables cover applies to your policy it will be shown on your certificate. See 'Personal valuables – unspecified items' on page 72 and 'Personal valuables – specified items' on page 74.

There are some things we don't cover under your policy and we want to be upfront about this.



## Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

#### Actions or movements of the sea

any actions or movements of the sea.

#### X Aircraft shock waves

the gradual effects of vibrations, or shock waves caused by aircraft travelling at high speeds but we will cover you if you can clearly show us that the damage was caused by a single destructive incident covered by your policy.

#### Apartment, apartment building and contents not in good condition

any part of the apartment, apartment building and contents not being in good condition, such as, but not limited to:

- the roof leaks when it rains (to the extent you are able to observe this);
- there are blocked gutters;
- there are areas of the roof that are rusted through;
- there is wood rot, termite or ant damage to the apartment;
- there are holes in floors, walls, ceilings or any other parts of the apartment (e.g. external wall cladding, internal plaster, floorboards);
- there are boarded up or broken windows;
- there are steps, gutters, flooring, walls or ceilings or any other areas of the apartment building that are loose, falling down, missing or rusted through or otherwise in disrepair;
- previous damage including damage caused by flood has not been repaired;
- your apartment is infested with vermin;
- the apartment building (including all sheds, outbuildings and any other structural improvement at the apartment building) is not structurally sound, is unsafe or unfit to live in;
- rings (i.e. jewellery) where the claw (surrounding the stone) is obviously damaged or worn.

If you are a tenant, in relation to your `apartment' or `apartment building' not being in good condition, this exclusion applies to the extent you are required to maintain the apartment under your tenancy rental agreement.

## Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

#### X Apartment and apartment building extensions, alterations or renovations

other than the cover available under `Legal liability', extensions, alterations or renovations to your apartment or apartment building, including:

- damage caused by cracking, collapse, subsidence caused fully or partially by the construction work;
- damage caused by storm, flood or water entering your apartment through openings in the walls or roof or other unfinished parts of your apartment, whether or not they were temporarily covered at the time of the damage;
- damage caused by storm or flood to any part that is not fully built or is undergoing extensions, alterations or renovations;
- theft or damage by someone who enters or leaves through an unlockable part or unsecured part of your apartment or apartment building under construction;
- damage caused by a malicious act or vandalism to unfinished parts of the apartment or apartment building under construction.

#### Ӿ Biological, chemical, other pollutant or contaminant

- any actual or threatened use, existence or release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- 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 (including water contamination) that is covered by insured event 'Fire (including bushfire)';
- your legal liability under 'Legal liability' cover, to the extent your legal liability arises from your use of pesticides or herbicides at the insured address.

## Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

#### 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 a malicious act;
- your possession, manufacture, supply or consumption of any illegal substances or illegal drugs;
- you not obeying any commonwealth, state, territory or local government law or lawful direction, including laws or lawful directions relating to:
  - smoke alarms;
  - pool fencing;
  - installing a balcony railing or balustrade when required;
  - dangerous goods and liquids;
  - control and safe keeping 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, storm surges, floods, tsunamis in the first 72 hours of cover

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

- you became the owner of the apartment;
- that another policy covering your contents expired or was cancelled, but not when you
  cancelled the policy prior to its expiry date, and only up to the sums insured covered under
  the expired or cancelled policy (any increase in sums insured will not be covered for these
  events 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.

#### Computer virus or computer hacking

a computer virus or computer hacking.

#### 🙁 Defect, structural fault or design fault

inherent defects, faulty design, structural defects, structural fault or faulty/poor workmanship (e.g. structural posts, beams or load bearing walls have been removed without taking into account structural engineering requirements), but we cover loss, damage or liability that is covered under your policy and that results from any inherent defect, faulty design, structural defect, structural fault or faulty/poor workmanship if you did not know about (or would not reasonably have known about) it (e.g. because the defect or fault was not able to be observed by you or because it was not identified in a pre-purchase building inspection report).

## Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

#### 🗴 Deliberate damage to a reservoir or dam

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

#### X Deliberate or reckless actions

an act or omission by you, your family, anyone living at or staying at the apartment or any owner or part owner of the apartment, or anyone acting with your given or implied consent, which:

- is deliberate;
- is a deliberate lack of action;
- demonstrates a reckless disregard for the consequences of that action or omission.

#### 送 Ground movement

erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover landslide or subsidence that is specifically covered under the following insured events:

- 'Storm' page 41;
- 'Storm surge' page 41;
- 'Flood' page 41;
- 'Earthquake and Tsunami' page 44;
- 'Escape of liquid' page 45;
- 'Explosion' page 47.

#### 💌 Hazardous materials

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

#### 💌 Mechanical, electrical breakdown or 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 the apartment and contents to the extent it is covered under insured event 'Fire (including bushfire)' page 43;
- lightning to the extent it is covered under insured event 'Lightning' page 43;
- motor burnout to the extent it is covered under the 'Motor burnout' additional cover page 60.

## Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

#### 🗴 Mould or mildew

mould or mildew at the insured address unless it was directly caused by an insured event and there is no evidence of pre-existing mould in the apartment in which your contents are kept.

#### Not complying with building laws or regulations

any component of the apartment or apartment building that was not built, constructed, renovated, altered or repaired in compliance with the applying local council requirements or relevant building laws or regulations (**non-complying building components**) except those laws or regulations introduced after the apartment was originally built or when construction, repairs, renovations or alterations were undertaken.

Non-complying building components include, but are not limited to:

- you build an additional bathroom without obtaining appropriate permits or with plumbing that does not meet building laws or regulations;
- poorly designed and non-approved external structures, like decks, gazebos or carports, without obtaining appropriate permits and that do not meet building laws or regulations.

If you are a tenant, this exclusion applies to the extent you were responsible under your tenancy rental agreement to comply with building laws or regulations, when the construction, repairs, renovations, or alterations were undertaken.

#### 🗴 Power surge

power surge, unless the surge or the loss or damage caused by the surge is covered under:

- 'Fire (including bushfire)' page 43;
- 'Lightning' page 43;
- 'Storm' page 42;
- 'Storm surge' page 42;
- 'Impact' page 46;
- 'Flood' page 41;
- 'Motor burnout' additional cover page 60.

#### Radioactivity/nuclear materials

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

## Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

#### 💌 Revolution, war

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

#### 🗴 Roots of trees, shrubs and plants

the roots of trees, shrubs or plants, but we will cover damage to your contents caused by:

- liquid leaking or overflowing from pipes or drains that are blocked or damaged by these roots to the extent it is covered under insured event 'Escape of liquid' page 45;
- roots from a fallen tree to the extent it is covered under insured event 'Impact' page 46.

#### Seepage of water

water seeping or running:

- through the earth (hydrostatic water seepage);
- down the sides of earth or earth fill that is up against the apartment building;
- down the sides or underneath swimming pools, spas or underground tanks;
- against or through retaining walls;
- from agricultural or overflow pipes.

#### Structural improvements of apartments

- structural improvements owned by your body corporate or equivalent body;
- structural improvements located on common property, but we will cover fixtures owned by you as a tenant which will be removed by you when vacating the apartment.

#### 🗴 Tree lopping

trees being lopped, felled or transplanted by you or someone authorised by you.

## Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

#### 🗴 Wear, tear and gradual deterioration

any part of the apartment or contents that has wear, tear, rust, fading, rising damp, corrosion, rot, action of light, atmospheric or climatic conditions or gradual deterioration such as, but not limited to:

- wear and tear of carpets, furniture and furnishings;
- fading of curtains and drapes;
- gradual weathering of pot plants.

#### When security or alarms are not working

loss or theft if the door locks, window locks or alarms you told us were installed, were in fact not installed, not in working condition or disconnected.

#### We do not cover:

#### 🗴 Asbestos

the cost to remove asbestos or its derivatives from the insured address, unless the cost is incurred in order to undertake repairs in connection with a claim for loss or damage to your contents that is covered but only to the extent removal is necessary in order to repair insured damage.

#### Ӿ Communicable disease

any loss, damage, claim, cost, expense, legal liability or other sum, directly or indirectly arising out of, or attributable to, a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

#### 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, but we will cover loss or damage caused by the police or other emergency services in attempting to obtain entry at the insured address.

#### 🗶 Extra costs or other losses following an incident covered by your policy

extra costs or other losses (financial and non-financial loss) following an incident covered by your policy, including but not limited to:

- loss of income or wages;
- medical expenses;
- costs, including the cost of your time, to prove your loss, or to help us with your claim (e.g. phone calls, postage) unless stated otherwise in your policy;
- cost of hiring appliances after yours suffer loss or damage;
- professional, expert, legal, consulting or valuation costs unless you obtained our prior authority to incur these costs;
- cost of replacing or reapplying pest control chemicals and baits in or around the apartment;
- travel costs;
- cleaning costs, unless stated otherwise in your policy;
- any increase in electricity costs not directly arising from an incident covered by your policy.

#### 🗴 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 and cochlear implants.

#### We do not cover

#### Ӿ 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 that they are stored on was lost or damaged in an insured event; 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, or had produced by, a professional photographic business or retail outlet.

#### 🙁 Renting entire apartment

any loss, damage, cost, expense or liability when you rent or lease the entire home or unit to tenants or paying guests (including under a short-term rental, holiday letting or house sharing arrangement, including any arrangement booked through an online booking platform).

#### Ӿ Replacement of water

the loss, storage or replacement of water in any tank, container, pool, spa, and any water storage vessel, unless specifically covered under insured event 'Fire (including bushfire)' page 43.

#### Sale of your contents or personal valuables

- 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;
- loss (including theft) of your contents or personal valuables (or the proceeds of sale) when you sell them online.

#### Sanctions

any payments (including refunding a premium) or the provision of any services or benefit to you or to any other party to the extent that such cover, payment, service or benefit would contravene or otherwise expose us to any penalty, sanction, prohibition or restriction under any applicable United Nations resolutions or trade or economic sanctions, law or regulation of Australia, New Zealand, the European Union, United Kingdom or United States of America.

#### Squatters or trespassers

loss or damage caused by, connected with or arising from, or liability caused by, connected with or arising from squatters or trespassers occupying the insured address.

## We do not cover legal liability for or caused by, connected with or arising from:

#### Ӿ 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 your landlord's property at the insured address 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 (but not a drone);
- a kite designed to be held by a person on land or attached to a non-motor powered watercraft (e.g. surf kite).

#### 🗴 Animals

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

#### 🗴 Asbestos

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

#### $(\mathbf{X})$

#### 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**.

#### $(\mathbf{X})$

#### Buildings, property or land not at the insured address

you owning, occupying or renting any building, property or land not at the insured address except for:

- the common property at the insured address when you insure the contents in that unit under this policy;
- residential land that is covered under 'Additional cover for a new vacant block of residential land' on page 49.

#### We do not cover legal liability for or caused by, connected with or arising from:

#### (X) **Business activity**

any business activity, but we will cover:

- part-time or casual babysitting where you do not need to be registered or licensed to do this;
- liability for death or bodily injury to a tenant or boarder:
  - who is not within the definition of 'You/Your' and
  - who is not residing at the home or unit under a short-term rental, holiday letting or house sharing arrangement (including any arrangement booked through an online booking platform).

#### (X) Caravans and trailers

using or towing a caravan, mobile home or trailer.

#### Committee members or officials

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

### Death or iniurv

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 (who is not a tenant or boarder).

#### **Defamation or copyright** (X

defamation or breach of copyright.

#### **(X)** Drones

aerial devices, drones and other autonomously piloted aircraft.

#### $(\mathbf{X})$

Fines, penalties and other damages

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

#### Legal actions in other countries

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

# We do not cover legal liability for or caused by, connected with or arising from:

## X 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 or motor accident injuries 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;
- a personal transportation vehicle (see section 11 'Words with special meanings' on page 101);
- domestic gardening equipment (e.g. a ride-on mower).

### X 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 apartment;
- 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 work place).

but we will cover your legal liability under a tenancy rental agreement when your contents in your landlord's residential property 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 damage to your landlord's property.

# 🗴 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 including while they are working for you at the insured address.

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# **4** What we cover – the details

In this section, we tell you about our cover for loss and damage to the contents and our Legal liability cover.

# What you are covered for - Insured events

	Loss or damage to the contents in the apartment
We cover	We cover loss or damage to your contents in your apartment at the insured address caused by an insured event during the period of insurance. The insured events we cover are set out on pages 41 to 48.
We don't cover x	We don't cover anything in section 3 'Things we don't cover' on pages 25 to 38.
Limit ŝ	The most we will pay for any one incident is the contents sum insured shown on your certificate, unless we say otherwise in your policy.

We do not insure wear, tear or gradual deterioration. For full details see section 3 'Things we don't cover' on page 32.

When making a claim you must be able to prove that an incident covered by your policy took place. An incident means a single event, accident or occurrence which you did not intend or expect to happen (e.g. it means a single storm event, it does not mean rain over time). See section 11 'Words with special meanings' on page 100.

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We cover
 Loss or damage to your contents caused by flood.
 Ioss or damage caused by actions or movements of the sea or storm surge;
 Ioss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover damage to the contents caused by a landslide or subsidence proved to have occurred within 72 hours of, and directly because of, flood and not because of erosion, structural fault or design fault;
 the cost of cleaning your undamaged contents.

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 lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal;
- a dam.

1 <b>%</b> 1	Storm
We cover 🕑	Loss or damage caused by a storm.
A 1 /	<ul> <li>loss or damage caused by flood;</li> <li>loss or damage to the contents caused by actions or movements of the sea or storm surge;</li> <li>loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage to the contents caused by a landslide or subsidence proved to have occurred within <b>72</b> hours of, and directly because of, a storm and not because of erosion, structural fault or design fault;</li> <li>the cost of cleaning your undamaged contents.</li> </ul>
	Storm surge
We cover	Loss or damage caused by storm surge that happens at the same time as other insured damage caused by storm.
We don't	<ul> <li>loss or damage caused by flood;</li> <li>loss or damage to the contents caused by actions or movements of the sea;</li> </ul>

7	Lightning
We cover 💽	Loss or damage caused by lightning, including power surge caused by lightning.
We don't	<ul> <li>any claim where the Australian Government Bureau of Meteorology has no record of lightning in your area at the time of the loss or damage;</li> </ul>
cover 🔀	<ul> <li>loss or damage without written confirmation from a qualified repairer (e.g. electronics repairer) saying lightning was the actual cause of the loss or damage;</li> </ul>

loss or damage caused by power failures or surges by your power provider.



#### Fire (including bushfire)

We cover ~

- Loss or damage to your contents caused by:
- fire (including bushfire); and
- heat, ash, soot and smoke that is the direct result of a fire within 100 metres of the insured address.

#### Extra costs cover in the event of bushfire

If, during the period of insurance, there is a bushfire in your area, we also cover the following costs even if there is no actual physical loss or damage to the contents:

- the cost of replacing water in any tank, container, pool, spa and any other storage vessel where the water has:
  - been used to limit the spread of bushfire at the insured address;
  - become contaminated due to the use of fire retardant at the insured address.

If your claim is for these extra costs only, no excess applies. The most we will pay under Extra costs cover in the event of bushfire is **\$1.000** for any one incident.

We

- don't cover  $(\mathbf{x})$
- Loss or damage arising from:
- arcing, scorching, melting or cigarette burns, unless a fire spreads from the initial burn spot (e.g. cigarette burns to carpet where no fire has spread);
- pollution or vapour from a home heater or a cooking appliance, unless a fire spreads from the initial source;
- gradual exposure to fire, heat, ash, soot and smoke due to recurring incidents of fire or bushfire over a period of time.

	Earthquake and tsunami
We cover	Loss or damage caused by an earthquake or tsunami.
We don't cover X	<ul> <li>loss or damage caused by flood;</li> <li>loss or damage caused by actions or movements of the sea or storm surge;</li> <li>loss or damage that occurs more than 72 hours after an earthquake or tsunami;</li> <li>loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage to the contents caused by a landslide or subsidence proved to have occurred within 72 hours of, and directly because of, an earthquake or tsunami and not because of erosion, structural fault or design fault.</li> </ul>

'Tsunami' is not an action or movement of the sea, see section 11 'Words with special meanings' on page 98.

<b>"</b>	Theft or burglary
We cover	Loss or damage to your contents caused by thieves or burglars.
We don't cover	<ul> <li>Loss or damage:</li> <li>caused by you or someone who lives at or is staying at the apartment;</li> <li>caused by someone who entered the apartment with: <ul> <li>your consent or the consent of someone who lives at or is staying at the apartment;</li> <li>the consent of someone who had your authority to allow them access to the apartment;</li> </ul> </li> <li>caused by thieves or burglars entering the apartment from common property (e.g. shared clothes line areas, garages, storage areas or a car parking lot at the insured address) without signs of forced entry, but we will cover theft without forced entry from a fully enclosed car garage which is restricted for your use only.</li> </ul>

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## Escape of liquid

We cover	<ul> <li>Loss or damage caused by liquid leaking, overflowing or bursting from any of the following:</li> <li>refrigerators, freezers, dishwashers and washing machines;</li> <li>any drain, fixed pipes, drainage and sewage systems (not forming part of a shower cubicle wall, floor or base);</li> <li>fixed tanks;</li> <li>swimming pools or spas;</li> <li>waterbeds;</li> <li>baths, sinks, toilets and basins (but not showers);</li> <li>fixed heating or cooling system;</li> <li>water main, fire hydrant or water supply pipe;</li> <li>tap spindles;</li> <li>an aquarium.</li> </ul>
We don't cover	<ul> <li>the cost of repairing or replacing the item from which the liquid escaped (e.g. a cracked pipe or leaking tap);</li> <li>loss or damage caused by flood or storm surge;</li> <li>loss or damage caused by erosion, vibration, subsidence, landslip, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage to the contents caused by a landslide or subsidence proved to have occurred within 72 hours of, and directly because of, escape of liquid and not because of erosion, structural fault or design fault;</li> <li>wear, tear and gradual deterioration or loss or damage as a result of gradual process of liquid leaking, splashing, dripping or overflowing;</li> <li>the cost of locating the source of the escaped liquid;</li> <li>loss or damage caused by liquid from a portable container, such as a pot plant, vase, terrarium, fishbowl (but not an aquarium), beverage container, saucepan, bucket or watering can;</li> <li>loss or damage caused by liquid from a watering system or garden hose;</li> <li>loss or damage caused by, a leaking shower floor, leaking shower base, leaking shower cubicle walls, leaking shower glass screening or doors, leaking open shower floor areas or other wet areas;</li> <li>loss or damage caused by wear, tear, rust, fading, rising damp, mould, mildew, corrosion or rot.</li> </ul>



#### Impact

# We cover

- Loss or damage caused by impact or by power surge at the insured address from:
- a falling tree or part of a falling tree including the roots;
- power poles;
- TV antennas or satellite dishes, communication aerials or masts;
- drones (see section 11 'Words with special meanings' on page 99);
- watercraft, aircraft, motor vehicles or trailers;
- an object falling from a motor vehicle or aircraft;
- space debris or meteorites.
- We don't
- loss or damage caused by flood or storm surge;
- the cost of removing or lopping trees or branches that have not damaged the contents;
- loss or damage caused by trees being lopped, felled or transplanted by you or someone authorised by you;
- the removal of tree stumps or roots still in the ground;
- loss or damage caused by impact (or power surge caused by impact) when the point of impact is not at the insured address.



#### Damage by an animal

We cover

Loss or damage caused by an animal that becomes accidentally trapped inside the apartment.

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Loss or damage caused by:

- any animal owned by you or that you are responsible for;
- any animal owned by someone living at or staying at the apartment;
- any animal allowed onto the insured address by you or anyone living or staying at the apartment;
- insects, vermin or rodents but we will cover damage they cause if it is covered under 'Fire (including bushfire)' on page 43 or 'Escape of liquid' on page 45.

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#### Explosion

We cover 

We

don't

cover

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Loss or damage caused by an explosion.

• the cost of repairing or replacing the item or container that exploded;

- loss or damage caused by nuclear or biological devices;
- loss or damage caused by erosion, vibration, subsidence, landslip, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage to the contents caused by a landslide or subsidence proved to have occurred within 72 hours of, and directly because of, an explosion and not because of erosion, structural fault or design fault.



Loss or damage caused by riot, civil commotion or public disturbance (e.g. damage caused by a violent crowd moving down your street).

#### We don't cover X

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- loss or damage caused by you or someone who lives at or is staying at the apartment:
- loss or damage caused by someone who entered the apartment building:
  - with your consent or the consent of someone who lives at or is staying at the apartment;
  - with the consent of someone who had your authority to allow them access to the apartment building;
  - loss or damage caused by nuclear or biological devices.

İ'	Malicious acts or vandalism
We cover	Loss or damage caused by malicious acts or vandalism.
We don't cover	<ul> <li>loss or damage caused by you or someone who lives at or is staying at the apartment;</li> <li>loss or damaged caused by someone who entered the apartment:</li> </ul>
	<ul> <li>with your consent or the consent of someone who lives at or is staying at the apartment;</li> </ul>
	<ul> <li>with the consent of someone who had your authority to allow them access to the apartment building;</li> </ul>
	<ul> <li>loss or damage if you or someone living with you encourages or incites the malicious acts or vandalism.</li> </ul>



We cover We cover your legal liability to pay compensation for death of 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:

- which is unrelated to your ownership of the apartment at the insured address;
- which relates to your ownership of the apartment at the insured address if your legal liability is not covered under a building policy which covers that apartment;
- if it results from fixtures and fittings attached to the insured address and that you are legally responsible for under a rental agreement.

We also cover you for associated legal costs for a claim against you that is covered. We need to first agree to pay the legal costs before they are covered.

#### Additional cover for a new vacant block of residential land

When we cover your contents we will also cover your legal liability to pay compensation for death of or bodily injury to other people, or loss or damage to their property, resulting from an incident which happens during the period of insurance on a vacant block of land that:

- you own;
- is zoned for residential housing;
- is not more than 20 acres; and
- is where you intend to build your future home.

We only provide this cover for incidents that happen in the **12** month period from the time you became the owner of the land but cover ends immediately if:

- you sell the land;
- any building or rebuilding work commences at the vacant block of land.

We also cover you for associated legal costs for a claim against you that is covered. We need to first agree to pay the legal costs before they are covered.

 We don't cover anything in section 3 'Things we don't cover' on pages 25 to 38.

 cover

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 The most we will pay for any one incident for legal liability covered by this policy is \$20 million, including all associated legal costs.



For examples of how we settle claims, see section 8 'How we settle claims – some examples' on page 83.

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# 5

# Additional cover that comes with your policy

When a claim under your policy for loss or damage to your contents is covered, you may be entitled to the additional cover in this section. Please note:

- some covers can be claimed on separately to a claim for loss or damage to your contents as shown;
- the limits shown are paid in addition to the contents sums insured, unless stated otherwise.
  - All of the conditions of your policy and section 3 'Things we don't cover' apply to the additional cover.

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In some circumstances, we may provide an additional cover to you before your claim for loss or damage to your contents is confirmed as covered under your policy. This does not mean that your claim has or will be covered or that your claim will be paid.

	Removal of debris
We cover	We will cover the reasonable and necessary costs to dispose of your damaged contents.
We don't cover	<ul> <li>disposal, storage or removal of anything that is not contents;</li> <li>anything in section 3 'Things we don't cover' on pages 25 to 38.</li> </ul>
Limit ŝ	The most we will pay for any one incident is <b>10%</b> of the contents sum insured.



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

We	
cover	
$\bigcirc$	

When an insured event damages the apartment to the extent that the apartment cannot be lived in. then:

- if you own and live in the apartment, we will pay the temporary accommodation costs for you and your pets that you normally keep at the apartment;
- if you are a tenant, we will pay any reasonable extra rent costs for temporary accommodation for you and your pets that you normally keep at the apartment.

We will pay the reasonable and necessary costs for the time it will take to repair or rebuild the apartment so that it can be lived in again.

We will also pay the reasonable and necessary costs for:

- redirection of mail from the apartment;
- utility connection costs, such as electricity, water, gas at the temporary accommodation residence:
- relocation of your contents to and from the temporary accommodation residence:
- assistance with bond payment if required, however, any amount we pay in bond is recoverable by us and we may deduct this amount from any amount payable to you;
- if applicable, break fees associated with early termination of the temporary accommodation lease or other temporary rental agreement at your temporary accommodation, arising if in the event you are able to return to the apartment in accordance with this additional cover, before the term of the temporary lease or rental agreement ends.
- We • to the extent permitted by law, any amounts you are able to recover for don't temporary accommodation costs under another insurance policy including any cover insurance policy taken out by a body corporate or similar entity;  $(\mathbf{x})$ 
  - any costs:
    - if you do not need to pay for temporary accommodation;
    - if the apartment was not your principal place of residence at the time of the loss or damage:
    - if you had not intended to be living at the apartment during the repair period (had your apartment not been damaged);
    - once the apartment can be lived in again;
    - related to any business activity operated at the apartment;
  - anything in section 3 'Things we don't cover' on pages 25 to 38.

Limit The most we will pay for any one incident is **10%** of your contents sum insured. ŝ



#### Paraplegia or quadriplegia assistance

We	
cover	
$\bigcirc$	

We will pay the reasonable and necessary costs of modifications to your apartment so that you can continue to live there or assist your relocation to a new residence (if required) if all of the following apply:

- you become injured as a direct result of an insured event at the insured address;
- the injury results in permanent paraplegia or quadriplegia within **12** months of the insured event;
- we cover a claim for loss or damage to the contents resulting from the same insured event.

Limit	The most we will pay for any one incident is <b>\$25,000</b> .
ŝ	Anything in section 3 'Things we don't cover' on pages 25 to 38.

\$	Fatal injury compensation
We cover	If you suffer a fatal injury as a direct result of an insured event at the insured address and:
$\bigcirc$	<ul> <li>death occurs within 12 months of the insured event; and</li> </ul>
	<ul> <li>we cover a claim for loss or damage to the contents resulting from the same event.</li> </ul>
Limit	The most we will pay in total for any one incident is <b>\$10,000</b> in total. We will work with someone within the definition of 'You/Your' or someone acting on behalf of your estate to determine how payment will be made in the event of more than one fatality.



# Accessories and spare parts

We cover	<ul> <li>If a claim under your policy is covered, we will also cover loss or damage caused by the same insured event to accessories and spare parts stored at the apartment for the following vehicles or craft:</li> <li>motor vehicles or trailers;</li> <li>motorcycles or mini-motorcycles;</li> <li>motorised scooters or motorised bicycles;</li> <li>watercraft or aircraft (but not outboard motors);</li> <li>wheelchairs.</li> </ul>
We don't cover	<ul> <li>keys (and keyless electronic starters) for any vehicle or craft or replacement of their locks;</li> <li>spare parts or accessories that are in or on the vehicle or craft at the time of the insured event;</li> <li>outboard motors;</li> <li>anything in section 3 'Things we don't cover' on pages 25 to 38.</li> </ul>
Limit	The most we will pay for any one incident is <b>\$2,000</b> .

ŝ



# Storage of undamaged contents

We cover	If a claim under your policy is covered and the undamaged contents cannot be kept at the apartment, we will also pay:
	• the reasonable cost to store the undamaged contents at a place of storage until your contents can be kept at the insured address; and
	<ul> <li>the reasonable cost to transport the undamaged contents from the insured address to the temporary place of storage (and back to the insured address).</li> </ul>
We don't cover	<ul> <li>storage costs once your contents can be returned to the insured address;</li> <li>storage of contents outside Australia;</li> <li>storage costs if your temporary accommodation is the place of storage;</li> <li>storage costs following loss or damage that is excluded by this policy;</li> <li>anything in section 3 'Things we don't cover' on pages 25 to 38</li> <li>.</li> </ul>
Limit	The most we will pay for the storage of undamaged contents from any one incident is <b>10%</b> of the contents sum insured.

Under 'Storage of undamaged contents' on page 55 we will pay for any loss or damage to the undamaged contents caused by an insured event while they are at the place of storage but only up to the contents sum insured shown on your certificate (less any amount paid for loss or damage to your contents as part of the original claim). This cover stops when your policy is cancelled or we stop paying for storage, whichever happens first. All the conditions, limits and exclusions of this policy apply to this cover. See also 'Contents in commercial storage' on page 61.

Stock

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We cover 📀	If a claim under your policy is covered, we will also cover stock used in your trade, business or profession and stored inside your apartment, for loss or damage caused by the same insured event.
We don't cover	Loss, damage or costs covered under another policy covering the stock. Anything in section 3 'Things we don't cover' on pages 25 to 38.
Limit ŝ	The most we will pay for any one incident is <b>\$1,000</b> .



- jewellery valuations;
- passports, wills;
- the land title to the apartment;
- driver licences;
- marriage certificates, birth certificates and citizenship certificates.

We don't cover	Anything in section 3 'Things we don't cover' on pages 25 to 38.
Limit	The most we will pay for any one incident is <b>\$500</b>



#### Accidental breakage of glass



Accidental breakage of fitted glass in furniture and unfixed hung mirrors that happens during the period of insurance.

When you are legally responsible as a tenant under a lease, we cover accidental breakage during the period of insurance of:

- glass in windows and other fixed glass that is part of the apartment (including tinted glass, if fitted);
- sinks, basins, baths or shower-bath combinations, cisterns and toilets;
- glass in a fixed light fitting;
- any glass that forms part of a:
  - fixed cooking or heating appliance;
  - a cook top or cooking surface,

but we will not pay to replace the entire appliance or the whole cook top or cooking surface (i.e. the non-glass components).

When you are a tenant, we will also cover the frame of any window, door or shower screen, but only if this is necessary to enable the glass to be replaced.

#### We don't cover X

- any accidental breakage which has occurred while the items are in the open air;
- any loss or damage caused by the broken item (e.g. scratches or dents caused to another item or the apartment):
- drinking glasses and any glass or crystal items normally carried by hand;
- any hand held mirrors;
- the screen or glass of any computer, television set, mobile phone or other type of visual or audio electronic device;
- glass that is part of a vase, decanter, jug, fishbowl, ornament or light globe;
- the cost to remove broken glass from carpets or other parts of the apartment or contents:
- any loss or damage if the breakage does not extend through the entire thickness of the damaged item (e.g. chips or scratches);
- glass in a glasshouse, greenhouse or conservatory;
- ceramic tiles;
- shower bases (tiled or otherwise);
- the cost to modify any part of your apartment to fit any replacement cooking or heating appliance if the dimensions differ;
- loss or damage that is covered under an insured event on pages 41 to 48 as you can make a claim for loss or damage under the applicable insured event;
- anything in section 3 'Things we don't cover' on pages 25 to 38.

Continued on next page.



#### Accidental breakage of glass (cont.)

Limit

The most we will pay are the reasonable and necessary costs of repairing or replacing the broken glass. This limit is paid within the contents sum insured.

(!)

Note: a claim under this cover can be made independently of a claim for loss or damage to your contents.



#### Prevention of access

We cover If during the period of insurance you cannot access the apartment because of one of the following incidents:

- damage to a building, the apartment building (but not your apartment), a road or street providing access to the apartment complex or apartment building;
- burst water main;
- bomb threat or bomb damage;
- street riot;
- lift malfunction in the apartment building (and you have a medical certificate stating you must use a lift);
- emergency services refuse you access to the apartment or evacuate you for safety reasons,

then:

- if you own and live in the apartment, we will pay the reasonable temporary accommodation costs for you and your pets that you normally keep at your apartment;
- if you are a tenant, we will pay any reasonable extra rent costs for your temporary accommodation for you and your pets that you normally keep at your insured address.



#### Prevention of access (cont.)



 to the extent permitted by law, any amounts you are able to recover for temporary accommodation costs under another insurance policy including any insurance policy taken out by a body corporate or similar entity;

- any costs:
  - if you were not living in the apartment at the time of the loss or damage;
  - if you do not need to pay for temporary accommodation;
  - caused by the threat of, or damage by, a nuclear or biological bomb;
  - covered or excluded under the 'Temporary accommodation for tenants or strata title owners' additional cover.

Anything in section 3 'Things we don't cover' on pages 25 to 38.

LimitThe most we will pay for any one incident is 5% of your contents sum insured.\$\vec{5}\$Cover stops when the apartment becomes accessible.



Note: a claim under this cover can be made independently of a claim for loss or damage to your contents.



#### Lock replacement (after theft of keys)

We	We will cover the necessary costs of replacing or recoding locks to the external
cover	doors or windows of your apartment, if the keys to those locks are stolen anywhere
$\bigcirc$	in Australia or New Zealand during the period of insurance.

We	The cost of replacement of lost or damaged keys.
don't cover	Anything in section 3 'Things we don't cover' on pages 25 to 38.
<u> </u>	

Limit The most we will pay for any one incident is **\$1,000**.

ŝ





Note: a claim under this cover can be made independently of a claim for loss or damage to your contents.



#### Motor burnout

# We cover

The burning out or fusing of electric motors, that happens in the period of insurance, in household equipment or appliances which are part of your contents.

Cover includes the cost to repair or replace:

- the electric motor or compressor containing the motor;
- an entire sealed unit, filter, dryer and re-gassing if the electric motor is inside a sealed refrigeration or air conditioning unit;
- a swimming pool water pump, combined with its electric motor, if the replacement pump motor cannot be bought on its own.

We will engage a member of our supplier network to review your quote and/or inspect the motor to determine if it can be repaired or replaced.

#### Repairing your motor

We will engage a repairer within our repairer network who is able to complete the repairs to your motor to provide a quote. If the quoted cost to repair the electric motor or motor in an appliance is less than the cost of replacement, we will authorise the repairs. If you do not accept the offer to repair, we will pay you the quoted cost.

#### **Replacing your motor**

If the quoted cost to repair the electric motor or motor in an appliance is more than the cost of replacement or the motor cannot be repaired, you have the option for a replacement of an equivalent motor or motor in a sealed unit of the same specification and standard available at the time of the loss and damage.

If you do not accept the offer, you will be paid the value of our replacement motor. This may be less than what it would cost you to arrange the replacement in the market as we are able to secure supplier discounts from within our supplier network.

#### Replacing the whole appliance

We will only pay to replace the whole appliance when a member of our supplier network determines that the cost to repair or replace the motor is more than the cost to replace the whole appliance. For how we settle claims see `How we settle contents claims' on page 78.

Limit	<ul> <li>loss or damage to a refrigerator or freezer caused by spoiled food;</li> <li>anything in section 3 'Things we don't cover' section on pages 25 to 38.</li> <li>The most we will pay for any one incident under this additional cover is \$2,000 per claim.</li> </ul>
We don't cover	<ul> <li>loss or damage to motors forming part of equipment or appliances used in conjunction with your trade, business activity or occupation;</li> </ul>
	<ul><li>the cost of extracting or reinstalling a submersible pump;</li><li>any amount you can recover under a manufacturer's guarantee or warranty;</li></ul>
14/-	



Note: A claim under this cover can be made independently of a claim for loss or damage by an insured event.

	Contents in commercial storage
We cover	We will cover your contents whilst stored in a secure commercial storage facility for loss or damage caused by an insured event in the period of insurance. This cover is only provided if the commercial storage facility:
<u> </u>	• is lockable; and
	<ul> <li>only accessible by you or someone authorised by you; and</li> </ul>
	• is fully enclosed by walls (including doors) floor and roof.
We	Loss or damage:
don't cover	<ul> <li>to cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, tickets, money orders or stamps (not in a set or collection);</li> </ul>
	• to contents in storage after your contents policy at the insured address ceases;
	<ul> <li>from theft when there is no forced entry into your storage facility;</li> </ul>
	<ul> <li>to contents stored outside Australia;</li> </ul>
	<ul> <li>to contents not stored in a commercially operated facility;</li> </ul>
	<ul> <li>to food of any kind;</li> </ul>
	<ul> <li>that is not covered by an insured event;</li> </ul>
	<ul> <li>where the relevant loss or damage is already covered under another additional cover or optional cover.</li> </ul>
	Anything in section 3 'Things we don't cover' on pages 25 to 38.
Limit ŝ	The most we will pay for any one incident is the contents sum insured less any contents sum insured amount we have already paid under your policy for the same insured incident. All of the limits of your policy also apply.

Note: a claim under this cover can be made independently of a claim for loss or damage to your contents in the apartment.

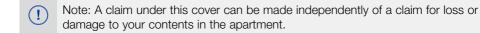
	Contents in transit
We cover	<ul> <li>When you are permanently moving to a new address in Australia, we will cover your contents while they are being moved for loss or damage during the period of insurance caused by:</li> <li>'fire (including bushfire)' on page 43;</li> <li>'flood' on page 41;</li> <li>collision, overturning, accident or theft of the vehicle carrying them.</li> </ul>
We don't cover X	<ul> <li>loss or damage to cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, tickets, money orders or stamps (not in a set or collection);</li> <li>anything excluded under insured events: <ul> <li>'Fire (including bushfire)';</li> <li>'Flood'.</li> </ul> </li> <li>Anything in section 3 'Things we don't cover' on pages 25 to 38.</li> </ul>
Limit ŝ	The most we will pay for any one incident is your contents sum insured less any contents sum insured amount we have already paid under your policy for the same insured incident. All of the limits of your policy also apply.

Note: a claim under this cover can be made independently of a claim for loss or damage to your contents in the apartment.

(!)

	Contents temporarily removed
We	If you temporarily remove the contents from the insured address to:
cover	<ul> <li>another residence in Australia in which you are temporarily residing;</li> </ul>
$\bigcirc$	<ul> <li>a bank deposit box in Australia,</li> </ul>
	then those contents are covered for loss or damage caused by an insured event during the period of insurance, at the new location.
We	Loss or damage:
don't cover	<ul> <li>caused by theft without forced entry into the temporary residence;</li> </ul>
×	<ul> <li>to cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, tickets, money orders or stamps (not in a set or collection);</li> </ul>
	<ul> <li>to contents in a motorised vehicle, caravan, motorhome, camper trailer, slide-on camper, slide-on trailer, mobile home, trailer or horse float;</li> </ul>
	<ul> <li>caused by theft from a hotel, guest room or apartment while on holidays;</li> </ul>
	<ul> <li>caused to contents while in transit. Cover may be available under 'Contents in transit' (see page 62) or if the item damaged is insured under the optional 'Personal valuables' cover (see pages 71 to 74);</li> </ul>
	<ul> <li>that is not covered by an insured event;</li> </ul>
	• where the relevant loss or damage is already covered under another additional cover.
	Anything in section 3 'Things we don't cover' on pages 25 to 38.
Limit	The most we will pay for any one incident is <b>\$2,500</b> per item, pair, set or collection, and up to <b>20%</b> of your contents sum insured in total.
	The longest period that we will cover contents temporarily removed is 180 days,

unless they are stored in a bank deposit box. If stored in a bank deposit box they will be covered for the period of insurance.



	Visitors' contents		
We cover	We will cover loss or damage to contents owned by invited visitors caused by an insured event at the apartment during the period of insurance.		
We	Loss or damage:		
don't cover	<ul> <li>to any item insured under another policy;</li> </ul>		
X	<ul> <li>to cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, tickets, money orders or stamps (not in a set or collection);</li> </ul>		
	<ul> <li>to mobile phones or devices with mobile phone functionality;</li> </ul>		
	<ul> <li>to laptops, electronic tablets (e.g. iPads) and GPS/navigational devices;</li> </ul>		
	<ul> <li>to optical items (e.g. reading glasses), vision and sound equipment;</li> </ul>		
	<ul> <li>that is not covered by the insured event.</li> </ul>		
	Anything in section 3 'Things we don't cover' on pages 25 to 38.		
Limit	The most we will pay for any one incident is <b>\$2,000</b> .		
ŝ	The longest period that we will cover contents owned by visitors staying at the insured address is <b>30</b> consecutive days.		
(!)	Note: a claim under this cover can be made independently of a claim for loss or damage to your contents.		
	Financial transaction card cover		

We will cover your loss if your credit cards or other financial transaction cards are physically stolen from the insured address during the period of insurance and used fraudulently.

The amount we pay you will be less any amount covered by your credit card or other financial institution card provider.

	Financial transaction card cover (cont.)
We don't cover	<ul> <li>Loss or theft:</li> <li>of any gift cards or cash passports;</li> <li>occurring because: <ul> <li>you did not follow the terms and conditions for use of your card and someone used your card after they found or somehow had access to your PIN;</li> <li>you did not notify the financial institution or card provider who issued your card within 24 hours of you discovering the card is lost or stolen;</li> <li>by you or anyone who lives at the insured address.</li> </ul> </li> <li>Anything in section 3 'Things we don't cover' on pages 25 to 38.</li> </ul>
Limit	The most we will pay for all claims made under this cover in any one period of insurance is <b>\$1,500</b> .
(!)	If you make a claim under the 'Financial transaction card cover' additional cover no excess applies.
(!)	Note: a claim under this cover can be made independently of a claim for loss or damage to your contents.
	Vehicle injury to dogs or cats
We cover	Vehicle injury to dogs or cats We will pay for veterinary expenses related to the treatment of your dog or cat if it is injured during the period of insurance as a result of motor vehicle impact.
cover	We will pay for veterinary expenses related to the treatment of your dog or cat if it
cover Cover We don't cover	We will pay for veterinary expenses related to the treatment of your dog or cat if it is injured during the period of insurance as a result of motor vehicle impact. Treatment for: <ul> <li>any dog or cat not owned by you;</li> <li>any dog or cat that does not reside at the insured address.</li> </ul>
cover Cover We don't cover Cover Cover	<ul> <li>We will pay for veterinary expenses related to the treatment of your dog or cat if it is injured during the period of insurance as a result of motor vehicle impact.</li> <li>Treatment for: <ul> <li>any dog or cat not owned by you;</li> <li>any dog or cat that does not reside at the insured address.</li> <lu>Anything in section 3 'Things we don't cover' on pages 25 to 38.</lu></ul></li> </ul>



## Food and medication spoilage

We cover	We will cover spoilage of refrigerated food, frozen food and refrigerated medicines at the insured address during the period of insurance caused by:	
$\bigcirc$	<ul> <li>the sudden escape of refrigerant fumes;</li> </ul>	
	<ul> <li>electrical or electronic breakdown, failure or malfunction;</li> </ul>	
	<ul> <li>the public electricity supply failing to reach the insured address.</li> </ul>	
We	Loss or damage:	
don't	<ul> <li>to a refrigerator or freezer caused by spoiled food;</li> </ul>	
cover	<ul> <li>arising from, or caused by industrial action;</li> </ul>	
	<ul> <li>arising from an accidental act or omission of a power supply authority unless this action is in the interest of public safety.</li> </ul>	
	Anything in section 3 'Things we don't cover' on pages 25 to 38.	
Limit	The most we will pay for any one incident is <b>\$750</b> .	



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If you make a claim under the 'Food and medication spoilage' additional cover no excess applies.

Note: a claim under this cover can be made independently of a claim for loss or damage to your contents caused by an insured event.



#### Theft of your bag

We cover	If your bag is stolen anywhere in Australia or New Zealand during the period of insurance whilst being carried by you, or while it is within your reach, we will pa you the cost of replacing your bag and the contents it contained when stolen.	
We don't	Theft:	
cover	<ul> <li>if the theft of your bag was not reported to the police;</li> </ul>	
	<ul> <li>of cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, tickets, money orders or stamps (not in a set or collection);</li> </ul>	
	• of keys (we may cover theft of keys under the 'Lock replacement (after theft of keys) additional cover on page 59).	
	Anything in section 3 'Things we don't cover' on pages 25 to 38.	
Limit	The most we will pay for any one incident is <b>\$500</b> .	



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Note: a claim under this cover can be made independently of a claim for loss or damage to your contents in the apartment.

	Contents stored at an apartment complex	
We cover	We will cover your contents for loss or damage caused by an insured event in the period of insurance when they are stored in a locked cage inside a building that is located within your apartment complex.	
We	Loss or damage:	
don't cover	<ul> <li>of cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, money orders or stamps (not in a set or collection);</li> </ul>	
$(\mathbf{x})$	<ul> <li>caused by accidental breakage;</li> </ul>	
	<ul> <li>that is not covered by an insured event;</li> </ul>	
	<ul> <li>when the storage cage is located in the open air.</li> </ul>	
	Anything in section 3 'Things we don't cover' on pages 25 to 38.	
Limit	The most we will pay for any one incident is:	
ŝ	• <b>\$5,000</b> for theft claims;	
	• all other claim types:	
	<ul> <li>\$1,000 per item, pair, set or collection, and up to a total of \$10,000 for all contents.</li> </ul>	
	Note: A claim under this cover can be made independently of a claim for loss or	

Note: A claim under this cover can be made independently of a claim for loss or damage to the contents in the apartment.



#### Contents on common property

We will cover your contents that you own that are permanently fixed on or to common property of your apartment complex on the same basis as if they were at the insured address.

We	Loss or damage:
don't cover	<ul> <li>for which your body corporate is liable;</li> </ul>
×	<ul> <li>to any item not owned solely by you.</li> </ul>
$\odot$	Anything in section 3 'Things we don't cover' on pages 25 to 38.
Limit	The most we will pay for any one incident is <b>\$2,000</b> .



#### Identity theft cover

We cover When you are a victim of identity theft during the period of insurance, we will pay the costs you have to pay in trying to re-establish your personal credit history, including:

- your unpaid wages for any time you had to take off work because of this;
- extra loan application fees that you incur from having to reapply for a loan declined because of false credit history as the result of identity theft;
- telephone, fax and postage costs spent on recreating your credit worthiness;
- traveling costs for trains, buses, trams and taxis spent on recreating your credit worthiness;
- legal fees we have agreed to pay (before you incurred them) to:
  - defend actions brought against you incorrectly by retailers and collection agencies following theft of your identity;
  - remove wrongly recorded civil judgements against you;
  - challenge the accuracy of any Australian credit reporting agency or bureau;
  - prepare legal statements, statutory declarations or affidavits required by the police, your bank or credit provider.



#### Identity theft cover (cont.)

We
don't
cover
$\bigotimes$

- payment of any debts resulting from identity theft;
- any costs or fees relating to or for a business activity;
- any costs associated with speeding or parking fines or infringements;
- costs to re-establish identity or credit records outside of Australia;
- any costs recoverable from your bank, credit card or credit provider;
- identity theft which happened because you did not follow the terms and conditions of any bank, credit provider or other financial institution for keeping your identification or access details safe (e.g. passwords and PIN);
- costs not supported by written evidence showing us:
  - when they were incurred;
  - that they clearly resulted from a claim under this additional cover.
- legal fees or costs not approved by us in writing before you incurred them. Anything in section 3 'Things we don't cover' on pages 25 to 38.

LimitThe most we will pay for all claims made under this additional cover in the period of\$\vec{s}\$insurance is \$1,000.

If you make a claim under the 'Identity theft' additional cover, no excess applies.



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Note: a claim under this cover can be made independently of a claim for loss or damage to your contents.



### Recreational goods

We will cover your sporting, recreational or leisure goods and equipment when they are in the boundaries of your apartment complex for loss or damage caused by an insured event during the period of insurance as if they were in your apartment.

We don't

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Loss or damage to:

- laptops, electronic tablets and mobile phones;
  - any sporting, recreational or leisure goods and equipment whilst they are in use.

Some cover may also be available if the item damaged is insured under personal valuables. See pages 72 to 74 for details of optional Personal valuables cover.

Anything in section 3 'Things we don't cover' on pages 25 to 38.

Continued on next page.

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The most we will pay for any one incident is **\$1,000**.



For examples of how we settle claims, see section 8 'How we settle claims – some examples' on page 83.

#### Matching undamaged parts



When a claim for loss or damage to your contents is covered and new materials cannot be matched to undamaged parts, we will pay the extra costs to repair or replace certain undamaged parts of the contents (see below) in order to achieve a uniform appearance where the loss or damage occurred.

We will pay extra:

• to replace undamaged blinds and curtains in the same room, stairs, hallway or passageway where the damage occurred;

 so that continuously joined undamaged and matching carpets and other floor coverings (that are covered as a contents item) in the same room, stairs, hallway or passageway where the damage occurred will have a uniform appearance. This does not mean that we will always replace the undamaged carpets or other floor coverings. Sometimes a repair may be possible.

We don't cover	Anything in section 3 'Things we don't cover' on pages 25 to 38.
Limit Ŝ	The most we will pay for any one incident is <b>\$1,000</b> .

# 6 Optional cover you can pay for

Some cover you can ask us to add as an extra on your policy.

In this section, we explain our different optional covers.

If an optional cover applies to your policy it will be shown on your certificate.

 All of the conditions of your policy and the 'Things we don't cover' in section 3 apply to the optional covers.

#### Personal valuables – unspecified items



We cover Accidental loss or damage to Personal valuables – unspecified items at or away from the insured address 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. For 'What we cover as personal Valuables?' see page 73.

## We don't cover

- loss or damage outside of Australia and New Zealand unless the unspecified 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 Australia and New Zealand for less than **31** 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;
- loss or damage to any items that are used primarily for a business activity;
- tools of trade;
- any contents on exhibit or up for sale, (such as jewellery at an auction, artworks on display in a gallery);
- accessories (including keys and keyless electronic starters) to any:
  - motor vehicle, motorcycle or trailer;
  - powered watercraft;
  - sailing craft unless it is an accessory to a sailboard;
  - aircraft unless it is an accessory to a model aircraft with a wingspan no longer than **1.5** metres;
- restoration of your electronic records unless the electronic data or files were legally purchased and you cannot restore them free of charge;
- contents being packed, carried or transported from your current address to a new address on a permanent basis but some incidents are covered by the additional cover 'Contents in transit' on page 62;
- cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, tickets, money orders or stamps (not in a set or collection);
- loss or damage to drones (see section 11 'Words with special meanings' on page 99);
- loss or damage to personal transportation vehicles (see section 11 'Words with special meanings' on page 101);
- motorised golf carts;
- any item listed as a Personal valuables specified item;
- anything in section 3 'Things we don't cover' on pages 25 to 38.



#### Personal valuables - unspecified items (cont.)

Limit We pay up to the sum insured for unspecified items shown on your certificate, but the most we will pay is **\$1,000** per item, set or collection for any one incident.

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Note: We offer varying levels of cover. If you have this optional cover, your chosen level of cover will be shown on your certificate.

#### What we cover as personal valuables?

A personal valuable is a content item that is normally carried with you away from the insured address 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 whilst they are being used. However, we will cover bicycles whilst in use providing they are not being used for racing or pace-making;
- photographic and optical equipment (e.g. glasses) (a drone is not photographic and optical equipment);
- drones (see section 11 'Words with special meanings' on page 99) (but only as a Personal valuable – specified item and not while in use);
- hearing aids;
- personal transportation vehicles (see section 11 'Words with special meanings' on page 101) (but only as a Personal valuable – specified item);
- a wheelchair, mobility scooter or similar medical aids designed to assist with physical disabilities or the elderly;
- a motorised golf cart with 4 wheels (but only as a Personal valuable specified item).

Ŏ	Personal valuables – specified items
We cover	We cover accidental loss or damage to Personal valuables – specified items at or away from the insured address 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 <b>30</b> consecutive days, but only while they are being worn by you or while in a secure safe. For 'What we cover as personal Valuables?' see page 73.
We don't cover	<ul> <li>loss or damage outside of Australia and New Zealand unless the 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 for less than <b>31</b> consecutive days;</li> </ul>
	<ul> <li>loss or damage to sporting, recreational and leisure goods and equipment whilst in use but we will cover:</li> <li>bicycles whilst in use, but not whilst being used for racing or pace- making; and</li> </ul>
	<ul> <li>motorised golf carts with 4 wheels whilst in use;</li> <li>loss or damage to any Personal valuables – specified items that are used primarily</li> </ul>
	<ul> <li>for a business activity;</li> <li>restoration of your electronic records unless the electronic data or files were legally purchased and you cannot restore them free of charge;</li> </ul>
	<ul> <li>any contents on exhibit or up for sale such as jewellery at an auction, artworks on display in a gallery;</li> </ul>
	<ul> <li>contents being packed, carried or transported from your current address to a new address on a permanent basis but some incidents are covered by the additional cover 'Contents in transit' on page 62;</li> </ul>
	<ul> <li>loss or damage to drones (see section 11 'Words with special meanings' on page 99) while in use;</li> </ul>
	<ul> <li>anything in section 3 'Things we don't cover' on pages 25 to 38.</li> </ul>
Limit	The most we will pay for any one incident is the sum insured shown on your

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certificate for each item.

Note: Under 'Personal valuables - specified items' 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 are those individually listed on your certificate.

# Making a claim

We want to be there for you in your times of need.

In this section we set out how we help you when you make a claim and important information about:

- what you must and must not do;
- how to establish your loss;
- how we settle contents claims;
- what happens after we pay your claim.

7

#### Making a claim

#### What you must do

- allow us to inspect the damaged contents;
- allow us to arrange for experts to assess the damaged contents and to quote on repair or replacement;
- provide us with a quote/s for repair or replacement if we ask for this;
- when requested, provide us with proof of loss, ownership and value;
- provide us with information, co-operation and assistance in relation to your claim (including attending an interview in person or over the phone or giving evidence in court if required);
- allow us, or a person nominated by us, to recover, salvage or take possession of parts of the contents, when we replace or pay you the full sum insured. When we ask, you must send any items to us, or cooperate in our collection or retrieval of such items.

#### What you must not do

- do not dispose of any damaged parts or items of your contents without our consent unless it is necessary for health and safety reasons (if possible, take photos of the damaged parts or items being disposed of);
- 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 from further damage or it is necessary for health and safety reasons;
- 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 the 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 and/or recover from you any costs and/or any monies we have paid and/or cancel your policy.

#### 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 as soon as possible 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 under your 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 has been settled.

#### If we decline a claim or do not pay your claim in full

We will provide reasons for our decision to decline the claim or not pay it in full. We will send you written confirmation of our decision.

#### 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.

#### Proving loss, ownership and value

You must give us proof of loss, value and ownership of items claimed when we request it. 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. Sometimes we might ask you to produce photographs of your contents or other proof that supports the extent of the loss you have suffered.

For lost, damaged or stolen items that are no longer available for inspection (e.g. because they were stolen or destroyed in a fire), you must validate your claim by giving us details of when and where they were purchased and reasonable proof of ownership and value. The type of proof we might ask for includes proof of purchase (e.g. a sales receipt that has the item description or code, a purchase price, date purchased and where the item was purchased), a valuation from a qualified professional valuer in Australia before the loss or damage occurred, original operating manual, manufacturer's box, certificate of authenticity, close-up photograph, proof of inheritance and a full description of the item (e.g. brand, model etc.).

For more valuable items such as jewellery, watches, paintings, pictures, works of art and sculptures, we will ask for more evidence to substantiate your claim than we might for less expensive items. For individual items over **\$3,000**, we will ask for a detailed description of the item, a valuation from a qualified professional valuer in Australia before the loss or damage occurred and a close-up photograph of the item as a minimum.

We do not consider that a statutory declaration of itself is acceptable evidence of proof of ownership and value.

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

#### How we settle contents claims

When your claim for loss, theft or damage to your contents (including specified contents and personal valuables) is covered, your contents may be replaced, repaired or we may pay you. We will aim to use a member of our supplier network to repair or replace damaged contents.

How we will settle will depend on the circumstances of the claim including the cost of repair or replacement, your sum insured and any lower policy limits.

If the cost of repair or replacement exceeds your contents sum insured, you will be paid your sum insured.

#### **Repairing your contents**

We will engage a repairer within our supplier network who is able to complete the repairs to your contents to provide a quote. If the quoted cost to repair the item is less than the cost of replacement, we will authorise the repairs. If you do not accept the offer to repair, we will pay you the quoted cost.

#### **Replacing your contents**

If the quoted cost to repair is more than the cost of replacement on a 'new for old' basis or if the contents item cannot be repaired, you have the option to accept a replacement on a `new for old' basis sourced through our supplier network. See page 79 for what 'new for old' means.

If you do not accept the offer, you will be paid the value of our replacement item. This may be less than what it would cost you to arrange the replacement in the market. We are able to secure supplier discounts from within our content supplier network. We will pay you cash or if available, you can choose to be paid this as a voucher, store credit or stored value card.

#### When we settle contents claims we will not:

- pay more than the relevant sum insured or policy limit;
- pay extra to replace a contents item to a better standard, specification or quality than it was before the loss or damage occurred except as stated in the meaning of 'new for old';
- fix or pay to fix pre-existing damage (unless your policy provides otherwise);
- fix inherent defects, structural defect, structural fault and/or faulty/poor workmanship that are not covered by your policy (see section 3 'Things we don't cover' on page 29);
- pay extra because you paid more for that item when it was originally purchased;
- pay extra to repair or replace undamaged parts (some limited cover is available in 'Matching undamaged parts' see page 70);
- pay for 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. This does not apply to hearing aids.

#### 'New for old' means:

#### New materials, new items

We replace or repair with new items or new materials that are reasonably 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.



For example, a leather lounge which was purchased **5** years ago for **\$5,000** and now worth **\$2,000**, will be replaced with a brand new leather lounge equivalent to your old lounge when it was new. Cover is not limited to **\$2,000**.

#### Same type, standard and specification as when new

We will repair or replace to the same type, standard and specification (but not brand) as when new. If the same is not reasonably available from an Australian supplier, we will repair or replace with items or materials of a similar type, standard and specification. We can replace with a different brand.



Note: this is important when insuring your jewellery. We will not pay more because of the brand of your jewellery. We will replace to the same type, standard and specifications but this does not mean same 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;
- include paying to replace or match undamaged parts or materials (some limited cover is available under 'Matching undamaged parts' see page 70).

#### 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 when these items are 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 (but not brand). If this is not available, it means to the nearest better specification available. It can be a different brand. We do not repair or replace, or pay you for electrical or electronic items that were no longer able to be used for the purpose they were intended prior to the incident covered by your policy (e.g. a TV that can no longer be watched).

#### Contents items that cannot or will not be replaced 'new for old'

#### **Replacing CDs and DVDs**

When we replace or pay to replace CDs, DVDs or other devices that contain electronic files or data:

- domestically-produced (or 'burned') CDs or DVDs or other devices will be replaced as blank media, or we will pay the cost of blank media;
- commercially-produced CDs or DVDs or other devices will be replaced or we will pay the cost of purchasing replacement commercially-produced CDs or DVDs or other devices.

We do not cover the costs of replacing electronic files for which you do not have a licence.

## Paintings, pictures, works of art, sculptures, ornaments, art objects, collections, sets and memorabilia and antiques (not jewellery)

For these items, 'new for old' means that if the item cannot be replaced 'new for old' or repaired, we will pay you what it would have cost to buy the item immediately before the loss or damage occurred, up to the relevant limit in your policy. We may engage an expert to help determine this.

#### Repairing or replacing damaged contents

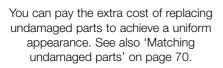
We will only repair or replace contents that are lost or damaged in an incident covered by your policy. Apart from the limited circumstances where we will repair or replace undamaged contents (see 'Matching undamaged parts' page 70) you cannot claim to replace undamaged contents (e.g. a lounge chair which is part of a suite is damaged beyond repair. We will pay to replace that chair, not the whole lounge suite).

#### When we cannot match materials to undamaged parts

If we cannot find new materials to match undamaged parts, we will use new materials of a similar type, standard and specification that are reasonably and commercially available in Australia. It may not be the same brand line or product.

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If you are not satisfied with the materials we find, you have two options before we commence the repair or replacement.





We can pay you the amount of the assessed quote for repairing or replacing using materials that are the closest match available as quoted by a member of our supplier network. The assessed quote may be less than what it will cost you to repair or replace the item. We are able to secure supplier discounts from our supplier network.

#### After we pay your claim

#### 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 should reassess your contents sum insured.

Any claim you lodge may also result in additional excess(es) being applied to your policy at renewal.

## After claiming for a Flexible limits specified item or Personal valuables - specified items

If we pay you the sum insured for a Flexible limits specified item or 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 to cover any new replacement item as a Flexible limits specified item or Personal valuables – specified 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 contents item (a jewellery item is covered to a maximum of **\$2,000** as a contents item).

#### After claiming for Personal valuables – unspecified items

If we pay part of, or the full Personal valuables – unspecified items sum insured, the Personal valuables – unspecified items sum insured is automatically reinstated and cover continues for the period of insurance at no extra cost.

#### Salvaged contents items

If we replace or pay you the full sum insured for an item, we then own the damaged or recovered item. We will need you to make the damaged or recovered item available to us.

#### Our right to recover from those responsible

If you've suffered loss or damage or, incurred a legal liability as a result of an incident covered by this policy and you make a claim with us for that incident, then we have the right and you have permitted us to take action or start legal proceedings against any person or entity liable or, who would be liable to you for the recovery of your loss.

"Your loss" means your insured, underinsured or uninsured loss or damage or legal liability, costs, payments made and expenses in relation to the incident. Any action or legal proceeding we take will be commenced either in your name or in the name of any other person or entity that suffered your loss. We will have full discretion over the conduct and any settlement of the recovery action.

If you make a claim with us for your loss and you've already started action or legal proceedings against any person or entity liable or, who would be liable to you for your loss, then we have the right and you have permitted us to take over and continue that action or legal proceeding.

Continued on next page.

Where your loss forms part of any class or representative action which hasn't been started under our instructions, we have the right and you permit us to exclude your loss from that class or representative action for the purpose of us including it in any separate legal proceedings which are or will be started under our instructions.

You must provide us with all reasonable assistance, co-operation and information in the recovery of your loss.

This assistance may include:

- providing a more detailed version of events, which may include completing a diagram or statement/ affidavit;
- providing us with any documents required to prove your loss;
- providing copies of any photographs or footage of the incident available;
- lodging a police report or obtaining relevant documents, such as completing and lodging an application form to obtain records from the police, fire and rescue, councils and other entities (when we cannot lodge one);
- attending court or meetings with our legal/other experts (only if required);
- providing evidence and documentation relevant to your claim and executing such documents, including signed statements and affidavits which we reasonably request.

We will pay for the cost of filing the police report and relevant searches to locate the third party. We will cover the costs you incur when having to attend court up to **\$250** in total per claim.

You must not enter into any agreement, make any admissions or take any action or steps that have the effect of limiting or excluding your rights and our rights to recover your loss, including opting out of any class or representative action, unless we have given you our prior written agreement. If you do, we may not cover you under this policy for your loss.

# 8 How we settle claims - some examples

These are examples only of how a claim payment might be calculated and are not part of your policy. You should read them only as a guide. Every claim is considered on an individual basis because every claim is different. Please note:

- all amounts are in Australian dollars and are GST inclusive;
- all examples assume you are not registered for GST; and
- the excess amounts stated are examples only and may be different to the excess(es) under your policy. Refer to your certificate.

#### How we settle your claim - examples

#### Example 1: Partial loss – fire damage

One evening at your apartment, a candle is accidentally knocked onto a single lounge chair which catches on fire. When the fire was extinguished the chair was damaged beyond repair but the remaining pieces of the suite were undamaged. The chair cannot be replaced to match the other pieces of the suite. In this example, you have a \$300 contents excess.

What you are claiming		Additional information
Damaged lounge chair	\$1,000	A member of our supplier network assesses it will cost \$1,000 to find a replacement chair that is the closest match to your lounge suite. We do not cover the undamaged parts of the lounge suite. We arrange the replacement for you with our supplier.
Less excess payable	-\$300	You pay your excess to us directly.
Total claim	\$700	

#### Example 2: Total loss, removal of debris, temporary accommodation

Your contents sum insured is \$90,000 and you have insured your gold necklace for \$4,000 under the optional Personal valuables – specified items. There is a fire at your apartment and we determine that your contents are a total loss. In this example, a contents excess of \$500 applies and your personal valuables excess is \$100.

What you are claiming		Additional information
Contents sum insured	\$90,000	You have provided the requested proof about the contents you have lost in the fire. Our settlement to you is a combination of replacement through our suppliers and cash.
Personal valuables – specified items	\$3,400	You provide us the requested proof for the gold necklace. A member of our supplier network quotes to replace your necklace new for old and it costs \$3,400. You claim for the loss of your necklace under your Personal valuables – specified items cover and it is covered within the sum insured for that item.

What you are claiming		Additional information
Removal of debris	\$3,000	We pay the reasonable and necessary costs to dispose of your destroyed contents under the additional cover 'Removal of debris' up to 10% of the contents sum insured. We pay \$3,000 to our supplier to remove the damaged contents.
Temporary accommodation	\$7,500	Under the 'Temporary accommodation for tenants or strata title owners' additional cover, you are covered for reasonable temporary accommodation costs you incur up to 10% of the contents sum insured. In this case, you are the owner and you needed 20 weeks temporary accommodation (20 x \$375 per week). We will either pay the costs you incur direct to the accommodation supplier or reimburse you these costs.
Less excess payable	-\$500	As you are claiming under both contents and Personal valuables cover arising from the same incident, you pay the higher of your contents excess or personal valuables excess. In this example, we deduct the applicable \$500 excess from the amount we pay you.
Total claim	\$103,400	

#### Example 3: Personal valuables - unspecified items

You have the optional cover Personal valuables - unspecified items shown on your certificate with a total sum insured of \$3,000. Whilst bushwalking you accidentally drop your camera and it is damaged. We decide your camera cannot be economically repaired and needs to be replaced. The cost to replace the camera is \$1,200. Unfortunately, you also lose your reading glasses. In this example, you have a \$100 personal valuables excess.

What you are claiming		Additional information
Damaged camera	\$1,000	The most you can claim under Personal valuables – unspecified items cover for any one item is \$1,000. We pay this amount to you.
Lost glasses	\$600	We pay you \$600 which is the cost to replace your glasses new for old.
Less excess payable	-\$100	In this example, we deduct your excess from your settlement.
Total claim	\$1,500	

#### Example 4: Personal valuables - specified items

You have insured your engagement ring for \$6,000 under the optional cover Personal valuables – specified items on your policy. While you were swimming at your local beach your ring slipped off your finger and you are unable to find it. In this example, you have a \$100 personal valuables excess.

What you are claiming		Additional information
Engagement ring	\$5,000	You have provided the requested proof for your ring including a full description of the item, a valuation from a professional valuer and photographs of the item. A member of our supplier network is able to replace your lost ring new for old and of a similar type, standard and specification within the sum insured shown on your certificate for that item. We pay the jeweller \$5,000.
Less excess payable	-\$100	In this example, you pay your excess to us.

Total claim	\$4,900	As we have replaced your engagement ring this item is removed from your policy and there is no refund of premium. If you want to cover the new replacement ring item then you will need
		to apply for new cover.

#### **Example 5: Legal Liability**

While riding a push bike along the road, your daughter who lives with you accidentally rode into a parked car causing damage and scratches the paintwork of the vehicle. The cost to repair the damage to the vehicle is \$2,000. A claim is made against you and it is determined that you are liable. In this example, the contents excess is \$300.

What you are claiming		Additional information
Liability for property damage	\$2,000	Under 'Legal liability', we cover your legal liability up to \$20 million, including all associated legal costs we have agreed to pay following your claim. We pay the person who claimed against you \$2,000.
Less excess payable	-\$300	In this example, you pay this amount directly to us.
Total claim	\$1,700	

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# 9

# Important things to know – our contract with you

In this section, we set out more important information about your contract with us including:

- information about your premium;
- paying your premium and what happens when your premium is late;
- how your policy operates and responds where there are joint policyholders;
- how the GST affects this insurance;
- what happens with cancellations.

#### About your premium

The amount you pay for this insurance is called the premium. The premium includes any applicable GST, stamp duty, other government charges and any levies that apply. The premium will be shown on your certificate as the total amount payable or the instalment amount.

The amount of the premium reflects our assessment of the likelihood of you making a claim and our costs of doing business. We use many factors about you and your contents to calculate the premium.



Refer to the Apartment Style Residence Insurance Additional Information Guide for further Information

#### Paying your premium

You must pay the premium by the due date to get this insurance cover. We will tell you how much to pay and when payment is due on your certificate.

If we agree, you can pay the premium by monthly instalments or by half-yearly or quarterly payments.

If you ask to pay the premium by automatically debiting your account or card, we will automatically continue doing so on renewal so that your policy can renew. You can contact us to stop this.

If you make changes to your policy details, it may affect the premium you need to pay for the remaining period of insurance.

#### Late annual, half-yearly or quarterly payments

If you do not pay the premium due on renewal by the due date, you have no cover from the due date, unless we tell you otherwise. If your half-yearly or quarterly payment is overdue during the period of insurance, we can cancel your policy by giving you advance notice of the cancellation.

#### Late monthly instalments

If you pay your premium by monthly instalments and a monthly instalment is overdue we will let you know, and we can cancel your policy:

- by giving you at least 14 days advance notice; or
- without advance notice, once an instalment is **1** month (or more) overdue.

#### Joint policyholders

When you insure the contents in the names of more than one person, each person is a joint policyholder and is able to make changes that we agree with to the policy. The reasons for this is that these joint policyholders each have an interest or ownership in the contents.

We will treat a statement, act, omission, claim, request or direction (including a request to change or cancel your policy) made by one policyholder, as a statement, act, omission, request or direction by all policyholders. A policyholder means a named insured on your certificate.

There are, however, some exceptions to this.

During the period of insurance, we might ask all joint policyholders before we action a request or direction in relation to your policy (e.g. before we cancel your policy, reduce your cover or remove another policyholder). This way we can help protect the interests of all policyholders.

#### **Conduct of others**

When we consider a claim under this policy, we will have regard to any prejudice suffered by you or any other person entitled to benefit under this policy in relation to that claim, caused by mental illness of, substance abuse and/or an act of violence or intimidation by, another policyholder or person entitled to benefit under this policy. In doing this, we may meet the claim when we are not legally required to do so. If we do, we will limit the claim in relation to the person claiming to an amount which is fair in the circumstances.

#### 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 ITC to which you are entitled for any acquisition which is relevant to your claim, or to which you would have been entitled were you to have made a relevant acquisition.

In respect of your policy, where you are registered for GST purposes you should calculate the insured amount having regard to your entitlement to input tax credits. You should, therefore, consider the net amount (after all input tax credits) which is to be insured and determine an insured amount on a GST exclusive basis.

This outline of the effect of the GST on your policy is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to your circumstances.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

#### What happens with cancellations

#### Cancellation by you

You can cancel this policy at any time. For each cover cancelled, you will be refunded the unexpired portion of the premium attributable to that contents cover (including GST if applicable) to you less any non-refundable government charges. We will not give a refund if the refund is less than **\$5** (GST inclusive). 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 due and payable.

#### Cancellation by us

We can cancel your cover where the law allows us to do so. For each cover cancelled, you will be refunded the unexpired portion of the premium attributable to that contents cover (including GST if applicable), less any non-refundable government charges. We will not give a refund if the refund is less than **\$5** (GST inclusive). If we cancel your policy due to fraud, we will not refund any money to you.

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# **10** What to do if you have a complaint and other important information

We will always do our best to provide you the highest level of service but if you are not happy, here is what you can do. This section includes information on:

- how to contact us with a complaint;
- the General Insurance Code of Practice;
- reporting insurance fraud.

#### How to contact us with a complaint

#### Let us know

If you experience a problem, are not satisfied with our products or services or a decision we have made, let us know so that we can help.

Contact us:

By phone: 13 50 50

By email: customerservice@apia.com.au

Complaints can usually be resolved on the spot or within 5 business days.

#### **Review by our Customer Relations Team**

If we are not able to resolve your complaint or you would prefer not to contact the people who provided your initial service, our Customer Relations Team can assist:

By phone:	1300 240 531
By email:	idr@apia.com.au
In writing:	Apia Customer Relations Team, PO Box 14180, Melbourne City Mail Centre, VIC, 8001

Customer Relations will contact you if they require additional information or if they have reached a decision.

When responding to your complaint you will be informed of the progress of and the timeframe for responding to your complaint.

#### 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 Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. Any determination AFCA makes is binding on us, provided you also accept the determination. You do not have to accept their determination and you have the option of seeking remedies elsewhere.

AFCA has the authority to hear certain complaints. Contact AFCA to confirm if they can assist you.

You can contact AFCA:

By phone:	1800 931 678
By email:	info@afca.org.au
In writing:	Australian Financial Complaints Authority, GPO Box 3, Melbourne, VIC, 3001
By visiting:	www.afca.org.au

#### 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.

#### Report insurance fraud

Insurance fraud is not a victimless crime. It imposes additional costs on honest policyholders 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.

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# Words with special meanings

Some words in this policy have a special meaning. It is important to read this section because it can impact how your policy is interpreted.



If a word does not have a special meaning then it just has its ordinary meaning.

#### AAI Limited

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

#### Accidental loss or damage

means loss or damage that you did not intend or expect to happen.

#### 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.

Actions or movements of the sea do not include a tsunami or storm surge.

#### Apartment

means your apartment or unit in which you live at the insured address in a strata title development. It does not include common property.

#### **Apartment building**

means a multi-storey residential building in which your apartment is located.

#### **Apartment complex**

means the apartment building and the common property, common facilities, garages, carports, outbuildings, outdoor walls, gates, fences and any structural improvements (e.g. decks, pergolas, pagodas, verandas and balconies, fixed swimming pools and spas, sheds, tennis courts) of the apartment building.

#### Apartment Style Residence Insurance Additional Information Guide

see page 3.

#### Apia

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

#### Aquarium

means a large glass tank filled with water in which people keep animals (usually fish) and unlike a fishbowl, is not readily portable.

#### **Bicycle**

means a standard bicycle that can only be propelled by pedaling. It is not an e-bicycle.

#### **Business activity**

means:

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

#### Cannot be lived in

means destroyed or made completely or partially unfit to live in. This might include if the utilities are not available or it is not safe to live in.

#### 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.

#### 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.

#### **Common property**

means land or any areas at the insured address that both you and other people are entitled to use such as community title, strata title scheme or flats which is not part of your lot or tenancy unless it is secured and you have exclusive access to it under the regulations of your body corporate or tenancy agreement (includes storage areas, parking areas and garages shared by multiple units, walkways and stairways).

#### Communicable disease

means:

- Highly Pathogenic Avian Influenza in Humans;
- any Listed Human Disease, Biosecurity Emergency or Human Biosecurity Emergency as defined in or declared under the Biosecurity Act 2015 (Cth).

A reference to the Biosecurity Act 2015 (Cth) includes any amendment, replacement, re-enactment or successor legislation. A reference to Listed Human Disease, Biosecurity Emergency or Human Biosecurity Emergency shall have the meaning found in any replacement definition, in any amendment, replacement, re-enactment or successor legislation, or where there is no replacement definition the term shall have the meaning of a term which is substantially similar in meaning as defined in or declared in any amendment, replacement, re-enactment or successor legislation.

#### Computer

means any electronic digital device that stores, retrieves and processes data and can be programmed with instructions. It includes devices such as PC, laptop, and electronic notebook. A computer is composed of hardware and software, including:

- CPU;
- monitor;
- processor;
- hard drive;
- keyboard and mouse.

#### Contents

see pages 20 to 22.

#### Drone

means an unmanned aircraft that can be remote controlled or fly autonomously for recreational or photographic purposes.

#### e-bicycle

means a bicycle with an integrated electric motor that can be used for propulsion with or without propulsion by pedals.

#### **Event or incident**

means a single event, accident or occurrence which you did not intend or expect to happen that is covered by your policy. A series of incidents attributable to one source of originating cause is deemed to be the one incident.

#### Excess

See page 15.

#### Family

see 'Who we cover' page 22.

#### Fire (including bushfire)

means burning with flames.

#### **Fixtures and fittings**

means items used for domestic and residential purposes and which are permanently attached to the apartment building.

#### Flexible limits specified item

see 'Contents with flexible limits' on page 23.

#### Flood

see page 40.

#### Home office equipment

means any office equipment kept at the insured address for personal or business use and which is of a clerical nature only.

#### **Illegal drugs**

means drugs that are prohibited from manufacture, sale or possession in Australia including but not limited to methamphetamine.

#### **Insured address**

see 'Contents cover- at the insured address' on page 22.

#### **Insured events**

means the insured events on pages 41 to 48.

#### In use

means when the item is being used for the purpose it was designed.

#### Jewellery

means personal ornaments such as necklaces, rings or bracelets that are typically made from or contain jewels or precious metal. Jewellery includes antique jewellery but it does not include a jewellery box or uncut and unset gems, gold or silver nuggets, bullion and/or ingots.

#### Loss or damage

means physical loss or physical damage unless stated otherwise in your policy.

#### **Malicious acts**

means a single intentional and wilful act characterised by malice. It is not wanton disregard, negligence, carelessness, wear and tear, use of excessive force, lack of due care or action, poor housekeeping or neglect.

#### Memorabilia

means things saved or collected as souvenirs and/or for their historical interest and/or value.

#### 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 (e.g. a rear deck that is not enclosed or secured).

#### Period of insurance

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

#### Personal transportation vehicle

means a battery driven or electric device that is a scooter, skateboard, e-bicycle, unicycle, hoverboard, one-wheel or segway used for personal transportation that is suitable to be ridden by one person and does not have to be insured under any compulsory third party insurance laws or motor accident injuries insurance laws.

#### Personal valuables - specified items

see page 74.

#### Personal valuables - unspecified items

see page 72.

#### Policy

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

#### Set

means a number of things customarily used together or forming a complete assortment, outfit, or collection such as a set of dishes.

#### Sporting, recreational and leisure equipment

means equipment used for sporting, recreational and leisure activities (e.g. a camping tent or kayak). It does not mean a drone or a personal transportation vehicle.

#### Storm

means a single weather event being, a 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. Storm surge does not mean actions or movements of the sea.

#### Strata title

means any form of land title which allows for multiple individual titles to exist in or on a block of land where the common property is held under a single separate title.

#### Sum insured

see 'The most we will pay for contents' on page 22..

#### **Tools of trade**

means tools or equipment used for any business activity (e.g. a camera that you use as a wedding photographer), but not home office equipment.

#### Toy motor vehicle

means a toy vehicle designed to be used by a child. It is not a motorbike, moped or motorcycle regardless of the power or description. It is also not a personal transportation vehicle.

#### Unoccupied and occupied and furnished enough to be lived in

'furnished enough to be lived in' means the apartment contains at least:

- a bed; and
- a clothes and linen storage area; and
- an eating table or bench; and
- a refrigerator and a cooking appliance.

occupied means:

- the apartment is furnished enough to be lived in; and
- someone is eating, sleeping and living at the apartment; and
- the apartment is connected to utilities.

unoccupied means:

- the apartment is not furnished enough to be lived in;
- no-one is eating, sleeping and living at the apartment;
- the apartment is not connected to utilities.

#### Vermin

means small animals (e.g. geckos) or insects that are typically thought of as pests. Vermin does not include a possum.

#### We, our and us and Apia

means Apia on behalf of the insurer, AAI Limited.

#### You/Your

see 'Who we cover' page 22.

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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



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