Apia Home Assist Terms and Conditions

Thank you for choosing Apia Home Assist. It's a good idea to keep this document in a safe and accessible place.

Apia Home Assist is available to you during the period of insurance **except for the 24 hour period after** adding the option to a new or existing policy.

Contacting us

Apia understands that when a Home Emergency happens you need support to get things back up and running as quickly as possible. You can call us on 13 50 50, 24 hours a day, 7 days a week. Our support team will talk to you directly to assess the emergency. We will provide assistance as quickly as possible but during certain hours we may have limited availability, we will tell you if that is the case. Our response time will depend on a variety of factors including severity, location of your insured address and the demand for Apia Home Assist at that time.

What is a Home Emergency?

A **Home Emergency** is a sudden and unforeseen incident that occurs to your home that requires the urgent attention of one of the following Tradespersons:









Plumhei

Electrician

Locksmith

Carpenter

What is Apia Home Assist?

If you have a Home Emergency at your insured address, we will dispatch a Tradesperson to your insured address for a period of up to two (2) hours to provide assistance (an **Emergency Call-out**).

During the Emergency Call-out:

- (a) where reasonably possible, we will take measures to make your insured address safe and secure, and minimise the possibility of further damage;
- (b) we will undertake further repairs to address the cause of the Home Emergency (during the time available and subject to these Terms and Conditions); and
- (c) where we are unable to complete the required repairs within the Emergency Call-out period, the attending Tradesperson will inform you of potential options for completing repairs.

The decision to repair is at the sole discretion of the Tradesperson attending the Home Emergency. In addition, we will not be able to carry out repairs at your insured address if:

- (a) we do not have the materials, components or equipment required to complete the repair and/or the parts are not covered by Apia Home Assist;
- (b) specialist brand-specific knowledge, equipment and/or components are required to complete the repair;
- (c) we would need to destroy or demolish property, including walls, floors or ceilings, to complete the repair; or
- (d) damage to or blockage of pipes has been caused by tree roots.

Apia Home Assist is not:

(a) a general maintenance or preventative service; or

(b) an emergency rescue or disaster response service.

Where an emergency situation poses a risk to your personal safety or property, or the personal safety and property of any other person, contact appropriate emergency or rescue services, such as the State Emergency Service (SES) or the '000' Emergency Service or the appropriate utility providers (e.g. your electricity, gas or water supplier).

What is not covered by Apia Home Assist

Apia Home Assist does not cover the following:

- (a) incidents which are not Home Emergencies;
- (b) the provision or replacement of:
 - (i) windows, doors, glass, tiles, carpets, fly screens and any other fittings, fixtures or ornamentation;
 - (ii) fixed plumbing apparatus such as baths, sinks, taps or cisterns;
 - (iii) roofing materials, roof gutters, curbing or drainpipes;
 - (iv) galvanized pipes;
 - (v) gas cylinders or water tanks;
 - (vi) power generators or motorised units;
 - (vii) light fittings, switch boards or circuit breakers;
 - (viii) locks, handles, winders, remote controls, keys or key barrels; or
 - (ix) parts or accessories that have been inappropriately or incorrectly fitted;
- (c) the provision of parts or materials with a total value greater than \$50 (excluding GST);
- (d) follow-up work performed after an Emergency Call-out. Those arrangements and costs will be your responsibility (even if the follow-up work is performed by our Tradesperson);
- (e) more than one (1) Emergency Call-out for the same Home Emergency;
- (f) more than three (3) Emergency Call-outs in the one period of insurance;
- (g) a Home Emergency that involves any building, structure or land fully or partially outside the property boundaries of your home;
- (h) incidents involving swimming pools or garden appliances;
- (i) a deliberate or reckless act or omission by you, your family, anyone living at the insured address or any owner or part owner of your home;
- (j) disruption to essential services as the result of disconnection by the relevant authority;
- (k) removal of property, rubbish, debris.

Property boundaries

Apia Home Assist does not cover a Home Emergency to the extent that it occurs in or affects areas or equipment reasonably considered to be under the province and responsibility of utility providers, including gas or water meters, gas pipelines, electricity cables and grids, or water mains.

In these circumstances we will suggest that you contact the relevant public authority or service provider to report the problem.



Environmental risks and occupational health and safety

Where we reasonably determine that there is:

- (a) a real risk or danger to the life, health, safety or property of any person; or
- (b) a real risk of causing significant damage to the environment; we may only be able to provide limited assistance, or may be unable to provide Apia Home Assist at all.

How many times can you request an Emergency Call-out?

You are entitled to receive three (3) Emergency Call-outs for a Tradesperson to the insured address during the period of insurance.

An Emergency Call-out will be deducted from your entitlement when a Tradesperson attends your insured address.

An Emergency Call-out will be deducted from your entitlement even if:

- (a) your insured address is unattended when our Tradesperson arrives:
- (b) you advise us that emergency assistance is no longer required after our Tradesperson has already been dispatched;
- (c) our Tradesperson attends your insured address but is unable to assist because no Home Emergency (as defined by these Terms and Conditions) has occurred; or
- (d) you subsequently make a home insurance claim for the incident which was the subject of the Home Emergency.

Additionally, if it is determined that two (2) Tradespersons are required to attend to your single Home Emergency then two (2) Emergency Call-outs will be deducted from your entitlement.

Unused Emergency Call-outs at the end of a period of insurance are not carried forward to the next period of insurance.

Conditions

- (1) You, or your authorised representative, must be present at the insured address when our Tradesperson arrives and while they provide the Apia Home Assist.
- (2) Where you require the assistance of a locksmith to enter the insured address, satisfactory proof of identity must be provided to our Tradesperson. If you or your authorised representative cannot provide satisfactory proof of identity, our Tradesperson may not provide any assistance in gaining entry.
- (3) Apia Home Assist is limited in its geographical scope and may not be available if you change insured address. You must call us if you change insured address.
- (4) The method of delivery of Apia Home Assist, including the type of services and the choice of Tradesperson, is at our sole discretion.
- (5) Apia Home Assist is not transferable and you cannot remove it from the policy during the period of insurance (unless you move to an address where Apia Home Assist is not available). If you cancel your policy, your cancellation rights are otherwise explained in your PDS.
- (6) Your Apia policy must be current in order to receive an Emergency Call-out.
- (7) There is no lifetime guarantee applied to any services, parts or materials provided under Apia Home Assist.
- (8) For the avoidance of doubt, if repairs are not fully completed under this optional cover, you can make a home

- insurance claim if the incident is covered under your home insurance (an excess will apply).
- (9) We can decide not to provide Apia Home Assist for multiple requests in a short period of time for the same reason (e.g. a blocked drain). You must take reasonable steps to resolve the underlying issue causing the fault.

Service interruptions

We may be delayed or impeded in providing Apia Home Assist due to circumstances beyond our reasonable control, including:

- (a) Major Disasters;
- (b) adverse weather conditions;
- (c) unavailability of:
 - (i) materials or parts;
 - (ii) qualified personnel;
 - (iii) equipment or other resources.
- (d) failures in telecommunications, satellite and global positioning systems (including any loss of coverage).

In such circumstances, we will provide assistance as quickly as possible but it might also mean we cannot provide Apia Home Assist and we will tell you if this is the case.

Suspension of Apia Home Assist

We may refuse to provide Apia Home Assist where in our reasonable opinion, you or any person at the insured address is acting or behaving in a manner that is inappropriate, improper, hostile, threatening, abusive or dangerous. Apia may also cancel your policy when entitled to do so.

Limitation of liability

- (a) Except for any rights which you are entitled by law, we will not be liable for any loss or damage that you suffer in connection with:
 - (i) any adverse impact on an existing insurance claim or subsequent insurance claim; or
 - (ii) breaches of any obligations you owe to any other person.
- (b) Except for any rights which you are entitled by law, we will not be liable to any person in relation to claims for damage to property or for any indirect, special or consequential loss or damage suffered by any person arising from providing or failing to provide our services;
- (c) We have no liability for any work performed by the Tradesperson outside the Emergency Call-out.

Glossary of important words and phrases

Emergency Call-out see previous page.

Home Emergency see previous page.

Major Disasters means an earthquake; tornado or cyclone; explosion; fire; flood; political or industrial disturbances, riots or civil commotion; tsunami, tidal wave, storm surge, landslide; act of terrorism; war, or use, existence or escape of any nuclear or radioactive material or any biological, chemical or nuclear pollution or contamination.

Tradesperson means an employee, agent or contractor engaged to provide Apia Home Assist.

You, your means the person or people shown as insured on your most recent certificate for your insured address.

Words defined in your Product Disclosure Statement have the same meaning in these Terms and Conditions.

These Terms and Conditions are dated 7 April 2016.