

Home Contents

**Insurance Product Disclosure Statement
and Policy Wording**



**WESTERN
QBE
INSURANCE**

Introduction & Welcome

Thank you for choosing Western QBE and welcome to the peace of mind and customer service of Western QBE Insurance. In addition to offering quality products and service, as the specialist personal lines area of the QBE group, we provide the security of one of the largest Australian owned international insurance companies.

Our insurance contains a number of options that can allow you to choose the cover you need. We aim to provide friendly and helpful customer service from your first call to us to our 24 hour emergency claims service.

The information in this booklet is important and we have aimed to make it as easy to understand as possible. Please take the time to read through it and call us if you need further information.

YOUR HOME CONTENTS INSURANCE PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

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Important Information and Notices

ABOUT OUR PRODUCT DISCLOSURE STATEMENT AND INSURANCE POLICY WORDING

This document is a Product Disclosure Statement (PDS) and is also our insurance policy wording. Please note that it only operates as a PDS under the Corporations Act 2001 (Cth) from 5 March 2004. Other documents may comprise our PDS and we will specifically tell you if this is the case in the relevant document.

This document contains important information to help you understand this insurance. ***It is up to you to choose the cover you need. This document contains information which can help you decide. Any advice in this document is of a general nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if this insurance is right for you.***

WHAT YOU SHOULD READ

To understand the features, benefits and risks of this insurance and to determine if it is appropriate for you, it is important that you read:

- all of this Important Information and Notices part – this information is designed to help you understand this insurance and your rights and obligations under it;
- the Home Contents Insurance Cover part which commences on page 12. It tells you about:
 - what makes up the insurance (ie. your contract with us which we call a policy);
 - important definitions that set out what we mean by certain words;
 - the cover we can provide (see Sections 1, 3 and 5);
 - what excesses you may have to pay (see summary of excesses below for guidance);
 - when you are not insured (see Sections 1, 3, 4 and 5);
 - what you and we need to do in relation to claims (see Sections 2 and 6);
 - the other conditions which apply to the insurance and that you must comply with (see Section 7);
 - your and our cancellation rights (see Section 8);
 - the special conditions which apply if you pay your premium by instalments (see Section 9);
- the relevant proposal form you need to complete to apply for cover (if applicable);
- any schedule (refer to the definition of schedule on page 17) when it is issued to you; and
- any other documents we may give you which vary our standard terms of cover set out in this document.

These documents should be read carefully together. It is important that they are kept in a safe place.

Summary of Cover and Significant Benefits and Risks

The following is a summary only and does not form part of the terms of your insurance. We give examples of some of the significant benefits and risks but you need to read the Home Contents Insurance Cover part of this document which sets out the terms and conditions of this insurance to make sure it matches your expectations.

References to Section numbers refer to the Section in the Home Contents Insurance Cover part of this document.

What are you covered for?

This insurance is designed to cover you for loss or damage to your insured contents caused by the listed insured events that occur during the period of insurance (see Section 1 for details and any limits that apply and Section 2 which sets out how we settle your claim for the above cover).

Your cover also includes the following additional benefits up to specified limits – Frozen Food, Contents Temporarily Removed from Your Home and Contents Temporarily in Transit in Your Vehicle (these are only some of the additional benefits, see Section 3 for details and any limits that apply).

We also cover you (and certain other persons we specify) anywhere in the world against legal liability for accidental death or bodily injury to certain other persons as well as accidental damage to certain other person's property. The event causing liability must occur during the period of insurance (see Section 5 for details of the available cover and any limits that apply to it).

Monetary limits on the cover

We can insure you up to the amount of the sum insured or other specified limits for your insured property for the insured events listed. These are specified in the relevant clauses in the Home Contents Insurance Cover part or on the schedule.

For high risk items, unless the items are specified on the insurance schedule, the sum insured for these items is limited. Some examples of high risk items include cash, bicycle, document, firearm, jewellery, photographic equipment, sporting equipment, watch and portable musical instrument (see Section 2.1 which sets out the full details of high risk items and the limits that apply).

The legal liability cover insures you up to a set limit of liability which is shown on the schedule. We do not pay more than this limit if you hold a home policy with us and it and this policy insures you for the same liability (see Section 5.3 for details).

You need to make sure you are happy with the relevant sum(s) insured and limits. If you do not adequately insure yourself you may have to bear the uninsured proportion of any loss yourself.

For example, if you don't have a sufficient sum insured to replace your household items at new cost you will bear the shortfall. Major items, personal items and general use household items should all be included in the sum insured. You need to evaluate how much insurance you require to ensure that you have sufficient funds to cover the cost of all of your home contents if they were lost or totally destroyed by an insured event.

You also need to ensure that all high risk items with a value that exceeds the policy limits set out in Section 2.1 are separately listed on your insurance with their respective values, otherwise, the maximum amount we can pay may be less than the cost to replace your high risk items. By specifying your high risk items on the schedule of this insurance, you will ensure that the high risk item is covered up to the value you specify.

You should also advise us of any changes in the details of the information you have given us. Otherwise your insurance may not be sufficient. Changes might include the purchase of a new high risk item or revaluation of an existing item (eg. jewellery).

Excesses may apply. See payment of excesses section below.

Goods and Services Tax

Where we pay a claim and you are liable to pay GST in respect of your claim, we will cover you for that GST, less any Input Tax Credit you may be able to claim from your purchase of goods and services. We will pay this amount in addition to the sum insured shown in the schedule. If your sum insured is not sufficient to cover your loss, or an insurance limit applies, we will only pay GST that relates to our settlement of your claim (less your entitlement to any Input Tax Credit).

You must advise us of your correct Taxable Percentage. Any GST liability arising from your incorrect advice is payable by you. "GST" and "Input Tax Credit" have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

"Taxable Percentage" is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

Payment of Excesses

Excesses may also apply to any claim under this insurance.

An excess is an amount you have to pay each time you make a claim. The excesses that are applicable are noted on the schedule.

An excess will be applied for each incident where a claim is made. The excess can be removed if you pay an additional premium. Note, when both your home and your contents are insured with us, you will only have to pay one excess for an incident.

We will tell you the amount of any excess when you apply for cover. They may vary according to a number of factors, such as your risk location and your insurance history.

What you are not covered for

There are certain times when this insurance may not provide cover.

Some events we may not cover include:

- Damage caused by the seas or tidal wave or river flood (see Section 1.12).
- Damage to your contents caused by water or another liquid escaping as the result of a gradual process (see Section 1.7).
- A deliberate act by you or certain other persons (see Sections 1.1, 1.2, 1.7, 1.8 and 1.13).
- Glass breakage if the glass is part of a clock, picture, television set, radio or computer monitor (see Section 1.13).

You may not be covered when your home is unoccupied for more than 60 consecutive days (see Section 4.1) or if your home is unfurnished and unoccupied for more than 30 consecutive days (see Sections 1.5, and 1.6).

There is no insurance for any legal liability for bodily injury or death to you or others who we have specified in the Home Contents Insurance Cover part (see exclusions in Section 5.1).

These are only some of the events that are not covered by this insurance. Please read the Home Contents Insurance Cover part of this document which sets out the exclusions to make sure the cover we provide matches your expectations.

We may also refuse to pay or reduce the amount we pay under a claim:

- if you do not comply with the cover conditions (please read the Home Contents Insurance Cover part of this document for details of the conditions to make sure you understand your obligations);
- if you do not comply with your Duty of Disclosure (see the Duty of Disclosure notice on page 7 and 8 for details); or
- if you make a fraudulent claim.

We can also cancel your policy in certain situations permitted by law. For example, if you breach your duty of disclosure or a condition of the insurance (see Section 8 for details).

Some important things to remember are:

Keep receipts – You should keep receipts, invoices or other evidence of ownership and value of all property that you insure because if you make a claim you will be asked to prove ownership and value in order for us to pay the claim.

If you move and do not tell us – You must notify us when you change your place of residence. This insurance and the premium payable is based on the address you have provided, which is shown on the schedule. You may have to pay an additional premium as a result of changing your address. If you change address and you do not inform us otherwise you will have no insurance at the new address.

Total loss – When your contents is a total loss and we have paid out the total sum insured, this insurance ceases. If you purchase new contents, this requires a new insurance contract commencing at that time with an applicable premium.

Overdue Premium – You must pay your premium on time otherwise your insurance may not operate. If you have not paid by the due date or your payment is dishonoured we may cancel the policy. We will do so by providing you with written notice.

If you pay your premium by 7 or more instalments in a year and any instalment remains unpaid for 1 month or more we may refuse to pay a claim (see Sections 8 and 9 for details).

Renewing your insurance – When renewing your insurance with us you must also advise us of any changes to your claims, insurance or criminal history. We will notify you in writing of any effect a change may have on your insurance renewal.

Please read the Home Contents Insurance Cover part of this document which sets out details of the conditions to make sure you understand your obligations, as these are only some examples.

Need Assistance?

If you have any questions or are unsure about any aspect of this insurance product please ask Western QBE Insurance staff for assistance.

Applying For Cover

Based on the information you provide when applying for this insurance, we may be able to offer cover and terms specific to you. Once we have agreed to cover you (we tell you when), we will issue you with a schedule confirming this, including the following information:

- your address.
- the sum insured of your contents.
- any specified items and their sum insured.
- excess(es) applicable.
- premium including taxes and charges.

If you have made no claims under this insurance and renew with us, you may be entitled to a no claim discount. You will be told if any discount applies in any renewal invitation.

The Cost Of This Insurance

In order to calculate your premium, we take various factors into consideration, including:

- the sum(s) insured.
- the address of your contents covered.
- any no claim discount to which you may be entitled.
- your insurance history.
- the security features of your home.

The premium also includes amounts payable in respect of compulsory government charges including Stamp Duty, GST and any Fire Service Levy (where applicable). When you pay your premium at least twice a year or more, your premium may be increased by an amount to cover certain costs associated with instalment payments. It varies according to a number of factors such as your net premium, your risk location and your insurance history.

When you apply for this insurance, you will be advised of the premium. If you choose to effect cover, the amount will be set out in the schedule.

21 Day Cooling Off Period

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this we must receive your request either in writing or via email (enquiries@westernqbe.com.au) within 21 days of its commencement.

This cooling off right does not apply if you have made or are entitled to make a claim. Even after the cooling off period ends, you still have cancellation rights however we may deduct certain amounts from any refund (see Section 8 for details).

Confirming Transactions

You may contact us in writing or by phone to confirm any transaction under your insurance if you do not already have the required insurance confirmation details.

Your Duty Of Disclosure

New Business

What you must tell us

When answering our questions, you must be honest and you have a duty under the law to tell us anything known to you, and which a reasonable person in the circumstances would include in answer to the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under this insurance and on what terms.

Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else who is an insured under this insurance.

If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel your insurance. If you answer our questions fraudulently, we may refuse to pay a claim and treat the insurance as never having worked.

Renewals, variations, extensions and reinstatements

Once your insurance is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your insurance, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under this insurance, and if so, on what terms.

You do not have to tell us about any matter:

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or should know or, in the ordinary course of our business, we ought to know;
- as to which compliance with your duty is waived by us.

Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the insurance in respect of a claim or may cancel the insurance.

If your non-disclosure is fraudulent, we may also have the option of avoiding the insurance from its beginning.

The General Insurance Code Of Practice

QBE is a signatory to the General Insurance Code of Practice, developed by the Insurance Council of Australia. The Code aims to raise standards of practice and service in the insurance industry.

You can obtain a copy of the Code from any of our branches or by phoning 133 723.

How To Make A Claim

Please contact Western QBE to make a claim. We have a 24 hour Claims Hotline that you can contact on 1300 361 516.

You should advise us as soon as possible of an incident which could lead to a claim.

Having the required documentation and possibly photographs of the items will assist in having your claim assessed and settled.

When you make a claim you must:

- provide details of the incident and complete the claim form we send you;
- allow us to inspect your home and take possession of any damaged item;
- take all reasonable steps to reduce the damage or loss and prevent further loss or damage;
- inform the police immediately following theft or vandalism;
- not dispose of any damaged items without first seeking our approval; and
- not get repairs done, except for essential temporary repairs, until we give you authority and we reserve the right to choose the repairer or supplier.

These are only some of the things that you must do if making a claim. Please read Section 6 which sets out claims information and what you must do if making a claim.

Dispute Resolution

Whilst we try to provide a quality service to you we realise that occasionally there may be some aspect of our service or a decision we have made that you may wish to draw to our attention or question.

If you would like to draw our attention to any matter or to question any decision we make, please contact us on 133 723 and let us know of the issue. You may request a copy of our Dispute Resolution Process brochure which sets out the procedure for resolving complaints and disputes including your options if you still remain unhappy with our final decision.

OUR PRIVACY PROMISE

The Privacy Act 1988 (Cth) regulates the way private sector organisations, such as Western QBE, collect, use, protect and disclose personal information. We are committed to safeguarding your privacy and the confidentiality of your personal information.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claims made by you.

Without this personal information we may not be able to issue insurance cover, administer your insurance or process your claim.

We, or our authorised agent, may disclose your personal information:

- To a mail house (for the purpose of printing and/or delivery of your mail or processing mail you have sent us);
- To an organisation who provides you with banking facilities (for the purpose of confirming the reasons for payment made by you to us);
- To an insurance agent who is arranging your insurance (for the purpose of confirming your personal and insurance details);
- To another person named as a co-insured on your policy (for the purpose of confirming if full disclosure has been made to us);
- To another insurer (to assess insurance risks or to assist with an investigation) or to another insurer or re-insurer who may be located overseas (for the purpose of seeking recovery from them);
- To a records management company (for the purpose of recording or storing our records which may contain your personal information);
- To an external dispute resolution organisation (for the purpose of resolving a dispute between us or between ourselves and a third party).
- To a market research company (for the purposes of conducting marketing research on our behalf).
- To our related entities so that they can also offer you products and services.

In addition to the above, in the event of a claim we or our authorised agent may disclose your personal information:

- To a repairer or supplier (for the purpose of repairing or replacing your insured items);
- To an assessor or investigator (for the purpose of assessing your claim);
- To a lawyer or a recovery agent (for the purpose of defending an action by a third party against you or for recovering our costs including your excess or seeking a legal opinion regarding the acceptance of a claim);
- To an insurance reference bureau (for the purpose of recording any claims you make on your policy);
- To a witness to a claim (for the purpose of obtaining a witness statement);
- To another party in a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

Personal information may also be obtained about you from the above people or organisations.

In addition we will:

- Give you an opportunity to obtain access to your personal information and when necessary, correct any errors to this information. Generally we will do this without restriction or charge.
- Provide our dispute resolution procedures to you in respect of any complaint you may have regarding your personal information.

Further information can be obtained by contacting our office on 133 723.

Updating Our Product Disclosure Statement

We may update the information contained in this PDS when necessary. A paper copy of any updated information is available to you at no cost by calling us. We will issue you with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain or renew this insurance.

Our Contact Details

If you need to contact us or you have any questions or you would like any further information regarding this insurance, refer to our contact details on the schedule or call us on 133 723.

HOME CONTENTS INSURANCE COVER

It is very important that you read our contents policy carefully and make sure you are satisfied with this insurance.

NOTE

BLUE BOXES contain additional information to help you understand your policy. The information in these boxes does not form part of the policy wording.

What Makes Up This Policy

This **policy** and the **schedule** must be read together as they form **your** insurance contract.

Important note: Sometimes we need to change the wording of your policy because the insurance varies depending on a number of factors. We do this by adding what is called an endorsement. You will find all endorsements that apply to your policy printed on your schedule.

This **policy** sets out what **you** are insured for and those circumstances where **you** will not be insured.

Those circumstances where **you** will not be insured have an **orange** background and words in italics.

Some words and expressions have been printed in **bold** because they have been given a specific meaning in this **policy**. **You** will find their meaning in Definitions on pages 13 to 18.

The headings, sub headings and boxes containing additional information do not form part of the terms of this **policy** but are there to help **you** read and understand it.

You Pay The Premium - We Insure You

Provided **we** receive the **premium**, **we** will insure **you** as set out in this **policy** and the **schedule** in respect of an **incident** occurring during the **period of insurance**.

You Must Disclose All Previous Claims

You are asked at the time **you** take out this insurance to give **us** full and correct details concerning any:

- renewal or insurance policy declined, cancelled or refused, or where any excess was imposed;
- claim refused by an insurer;

- claim made;
- criminal conviction or finding of guilt for an offence,

in relation to **you** and **your family** because any of these may affect the **premium** and extent of insurance.

For example we may be entitled to:

- charge you an additional premium;
- impose (back-dated) restrictions including declining your insurance back to when this information should have been advised to us;
- decline to insure your contents;
- refuse a claim.

When renewing **your policy** with **us** you must also advise **us** of any changes to **your** claims, insurance or criminal history. **We** will notify **you** in writing of the effect a change may have on **your** renewal.

Changes To The Information You Have Given Us

It is important to advise **us** of any changes in the details of the information **you** have given **us**, otherwise **your** insurance may be affected. Changes would include:

- purchasing a high risk item of the kind listed in 2.1 worth more than the stated limit;
- purchasing new items which increase the value of your contents.

You must advise **us** if you move **your contents** to another address.

We may require **you** to pay an additional **premium** as a result of these changes.

Important note: If you shift home you must inform us otherwise you will have no insurance at the new address.

Definitions (The Meaning Of Some Words)

Some words and expressions in this policy have a specific meaning which is given below. Each word is printed in **bold** where it appears.

"**alteration advice**" means a written notice about any alteration to the insurance under this **policy**.

"**collection**" means stamps, medals, coins or other collectibles assembled together.

"**collision**" means an accident directly caused by the sudden impact of a moving body or object.

"computer equipment" means a desk top or portable personal computer including peripherals such as printers, modems, data projectors and speakers, and standard purchased computer software but not data of any kind or custom written software.

"contents" means the following items which **you** or a **family** member own or have legal responsibility for located in **your home** or at the **site**:

- furniture, furnishings, carpets (whether fixed or unfixed), floor rugs, internal blinds, curtains,
- household goods,
- clothing and other personal effects,
- high risk items listed in 2.1,
- swimming pool or spa that is not inground,
- swimming pool or spa covers and accessories
- items used in connection with **your** business or occupation used in an office or surgery in **your home**, but not if a high risk item listed in 2.1,
- items specifically shown on the **schedule**;

but does not include:

- fish, birds or other animals,
- lawns, hedges, trees, shrubs, plants,
- a power driven vehicle, including accessories and spare parts whether fitted to the vehicle or not, other than
 - a wheel chair,
 - an unregistered battery powered single person vehicle
 - an unregistered garden appliance,
 - an unregistered golf buggy,
 - a battery powered children's toy
- a powercraft or watercraft exceeding 3 metres in length, including accessories and spare parts whether fitted to the powercraft or watercraft or not,

other than a

- surf ski,
- surfboard,
- one to four person canoe,
- an aircraft or aerial device, other than a
 - kite,
 - model aircraft or model glider,
- a caravan or trailer, including accessories and spare parts whether fitted to the caravan or trailer or not
- a hovercraft.

"curio" means a small article valued as a collectors' item.

"damage" or **"damaged"** means that the item is physically harmed but does not include **wear and tear**.

"depreciation" means the reduction in the value of the item due to **wear and tear**.

"earth movement" means heavage, landslide, land-slippage, mudslide, settling, shrinkage or subsidence.

"**endorsement**" means a written alteration to the terms, conditions and limitations of this **policy** which is shown on the **schedule**.

"**entertainment equipment**" means one or more sound or visual entertainment systems in **your home** including each individual item like a television, radio, video player or projector, CD player, DVD player, amplifier or speakers, and all accessories.

"**erosion**" means being worn or washed away by water, ice or wind.

"**excess**" means the amount **you** must pay towards a claim. **You** will find the amount of any **excess** shown on the **schedule**.

When both **your home** and **your contents** are insured with **us**, **you** will only have to pay one excess for an **incident**.

For example, if we agree to pay your claim on your home and contents for \$1,500 and your excess is \$50, we will pay you \$1,450.

"**family**" means any of the following people who normally live with **you**:

- **spouse** or **partner**;
- children, step children;
- parents, grandparents;
- grandchildren;
- brothers, sisters;
- domestic staff;
- a person who normally resides with **you**, BUT does not include a person with whom **you** may share a house for any financial consideration.

"**fire**" means a fire producing flames, but not charring, melting or scorching without flames.

"**fixtures**" means an item that is permanently attached to or fixed to **your home** or the **site**, but not carpets, internal blinds, curtains, swimming pool or spa covers or pool or spa accessories.

For example:

- a fixed spa, sauna, barbeque, clothes line, room heater, stove, air conditioner, ceiling fan, light fitting, hot water system;
- kitchen cupboards, built in furniture;
- meter box;
- exterior blinds and awnings;
- carport, pergola, garden shed, gazebo;
- path, driveway, terrace, well, bore;
- inground swimming pool, water tank;
- reticulation system;
- television aerial, radio mast or aerial and fittings,
- fixed floorcoverings, except carpets.

"flash flood" means what occurs when there are heavy, intense bursts of rainfall, usually during thunderstorms where so much water falls in a very short time that it cannot get away quickly enough and collects and flows into **your home**.

but does not include when rainwater on the **site**:

- cannot run off into a **water catchment system**, because it is overflowing in flood; and
- mixes with the flood water coming from the **water catchment system** and then flows into **your home**.

"fusion" means the process of fusing or melting together the windings of an electric motor following damage to the insulating material as a result of overheating caused by electric current.

"high risk items" means those items listed under section 2.1 of this policy.

"home" means the main residential building **you** live in at the **site**, its outbuildings on the **site** if able to be **secured**, and **fixtures**.

"incident" means an event neither expected nor intended from the standpoint of **you** or **your family** which results in a claim on this **policy**.

"insured event" means one of the events listed on pages 19 to 25.

"loss" means the item is stolen, but does not include when the item is accidentally lost or misplaced.

"market value" means the replacement cost to **us** of a similar item to the one stolen or damaged taking into account the age of the item.

"open air" means anywhere at the **site** not fully enclosed by walls and a roof and which is not able to be **secured** and also any outbuildings on the **site** if such outbuildings are not able to be secured.

"partner" means **your** husband or wife, or a person with whom **you** cohabit in a de facto relationship, BUT does not include a person with whom **you** may share **your home** for any financial consideration.

"period of insurance" means the period for which **you** are insured. It commences at the time **we** agree to give **you** insurance and finishes at 4pm on the day of expiry. The expiry date is shown on the **schedule**.

"photographic equipment" means a photographic camera, photographic lens and all accessories.

"policy" means **your** insurance contract which consists of this policy wording and the **schedule**.

"**premium**" means any amount **we** require **you** to pay under the **policy** and includes Government charges.

"**properly maintained**" means that **your home** is structurally sound, secure and in a good state of repair and its roof guttering regularly cleaned.

"**rain**" means water that has fallen from the sky on to **your home** and the **site** but not water from **flash flood**.

"**river flood**" means when water that is normally contained in a **water catchment system** increases because of rainfall or snow melt (whether in the immediate region or elsewhere) or is deliberately released by an authority, and the water overflows onto land that is not normally covered by water into **your home**.

For example water may be deliberately released by an authority from a dam or reservoir.

"**secured**" means locked so as to prevent entry other than by using force.

"**schedule**" means one of the following:

- the policy schedule;
- the renewal notice **you** have paid;
- the **alteration advice** sent to **you**.

"**site**" means the land at the address shown on the **schedule**:

- on which **your home** is built, including
- the yard or garden used only for domestic purposes.

"**specified item**" means those items shown on the **schedule**.

"**sporting equipment**" means clothing, helmets, footwear, protective gear or equipment used when participating in recreational or competitive sport, but does not include a bicycle or firearm.

"**spouse**" means **your** husband or **your** wife.

"**storm**" means violent weather and high winds, sometimes accompanied by rain, hail or snow including a cyclone, tornado or willy willy.

"**sum insured**" means the amount **you** have insured **your contents** for as shown on the **schedule**. **We** will pay no more than this amount for **your contents** including high risk or other items specifically shown on the **schedule** plus certain other benefits (see Section 3).

"terrorism" means any act of any person acting on their own or in connection with an organisation or foreign government, which can involve the use of or threat of force or violence, where the purpose, by its nature or context, is to put the public or a section of the public in fear, to resist or influence a government or, to further an ideological, religious, ethnic or similar aim.

"tools of trade" means those items **you** use to carry on a business or earn an income, but does not include those items **you** would use in a **home** office.

"unfurnished" means **your home** does not have enough furniture and furnishings for normal living needs.

"unoccupied" means that either:

- no-one is living in **your home**, or
- someone is living in **your home** without **your** consent.

"water catchment system" means;

- a river, creek, other natural watercourse or lake, whether they are in their original state or have been modified, are named or unnamed, or normally dry that only run during periods of rain;
- a dam, reservoir, storm water channel or canal.

"we", **"our"** and **"us"** means QBE Insurance (Australia) Ltd, A.B.N. 78 003 191 035. Trading as Western QBE Insurance.

"wear and tear" means damage or a reduction in value through age, ordinary use or lack of maintenance.

"work of art" means a piece of fine art such as a painting or picture, persian carpet, rug or wall hanging, tapestry, vase, ornament, sculpture or other creation.

"you" and **"your"** means the person(s) named in the **schedule** including a **spouse** as the insured.

SECTION 1

INSURED EVENTS CAUSING LOSS OR DAMAGE

This **policy** insures **you** up to the amount of the **sum insured** for **loss** or **damage** to **your contents** caused by an **insured event** listed below.

If you make a claim you will need to prove ownership of all items and prove the value of all high risk items.

You must therefore:-

- keep receipts, valuations, instruction manuals, guarantee certificates, catalogues;
- record details of make, model and serial numbers of all high risk items;
- take photographs or video film of the items and the contents of the rooms in your home.

We list high risk items in 2.1 and the limits we pay.

1.1

Fire

You are insured for **damage** to **your contents** caused by a **fire**.

*We will not pay if the **fire** was a deliberate act by **you, your family** or another person with **your** express or implied consent to cause **damage**.*

*We will not pay if **your home** was **unoccupied** at the time of the **fire** and had been **unoccupied** for 60 days or more.*

*We will not pay for a heat resistant item if the **fire** only caused **damage** to that item.*

*We will not pay for charring, melting or scorching as a result of **fire** without the presence of flames.*

Examples of heat resistant items are a cooking appliance, iron, toaster, microwave oven, heater, clothes dryer, electric kettle.

1.2

Explosion

You are insured for **damage** to **your contents** caused by an explosion.

*We will not pay if the explosion was a deliberate act by **you**, **your family** or another person with **your** express or implied consent to cause **damage**.*

*We will not pay if **your home** was **unoccupied** at the time of the explosion and had been **unoccupied** for 60 days or more.*

We will not pay for the item that exploded.

1.3

Lightning Or Thunderbolt

You are insured for **damage** to **your contents** caused by a direct lightning strike or thunderbolt.

*We will not pay if there is no visible evidence of **damage** to **your contents** or the **damage** was caused by power surge or as a result of interruption to **your** normal power supply.*

For example, when there has been a lightning strike there will be visible damage to a power line or pole nearby your home. Visible damage will also be evident to the appliance which is not working and will include scorch or burn marks to the electrical circuitry consistent with a lightning strike nearby your home.

1.4

Earthquake

You are insured for **damage** to **your contents** caused by an earthquake. All **damage** that occurs within a period of 48 hours will be regarded as one **incident**.

*We will not pay for **damage** caused by tidal wave or tsunami.*

1.5

Theft

You are insured for **loss** or **damage** to **your contents** caused by theft or attempted theft.

We will not pay more than:

- \$2,000 for **your** outdoor furniture, and
- \$1,000 for **your** other **contents**,

*if the items are in the **open air** at the **site**.*

We will not pay if the theft was from a motor vehicle, caravan or trailer.

We will not pay if the theft was by **you, your family** or tenants.

We will not pay if the theft was caused by a person who was in **your home** or at the **site**:

- with **your** consent;
- with the consent of a person who lives in **your home**; or
- a person who with **your** consent is in temporary possession of **your home**,

but **we** will pay if **you** have taken reasonable precautions to prevent the theft.

By reasonable precautions we will take into account what a prudent person would do under similar circumstances.

We will not pay if **your home** was **unoccupied** at the time of the theft and had been **unoccupied** for 60 days or more.

We will not pay if **your home** was **unfurnished** and **unoccupied** at the time of the theft and had been **unfurnished** and **unoccupied** for 30 days or more.

1.6

Vandalism

You are insured for **damage** to **your contents** caused by vandalism.

We will not pay if the vandalism was by **you, your family** or tenants.

We will not pay if the vandalism was by a person who was in **your home** or at the **site**:

- with **your** consent;
- with the consent of a person who lives in **your home**; or
- a person who with **your** consent is in temporary possession of **your home**,

but **we** will pay if **you** have taken reasonable precautions to prevent the vandalism.

By reasonable precautions we will take into account what a prudent person would do under similar circumstances.

*We will not pay if **your home** was **unoccupied** at the time of the vandalism and had been **unoccupied** for 60 days or more.*

*We will not pay if **your home** was **unfurnished** and **unoccupied** at the time of the vandalism and had been **unfurnished** and **unoccupied** for 30 days or more.*

1.7 Water Or Other Liquid

You are insured for **damage** to **your contents** caused when water or another liquid suddenly escapes from:

- **you** or **your** neighbours
 - plumbing system,
 - bath, fixed basin or sink,
 - fixed heating or cooling system,
 - roof gutter, downpipe,
 - shower recess,
 - tank,
 - toilet system,
 - washing machine, dishwasher; or
 - above ground swimming pool or spa, or
- the
 - road gutter or curbing,
 - water main or pipe.

*We will not pay if the cause of the water or other liquid escaping was a deliberate act by **you**, or **your family** or another person with **your** express or implied consent to cause **damage**.*

*We will not pay for repairing or replacing any defective part or item that caused the **damage**.*

For example, we will not pay for a new dishwasher hose that broke.

*We will not pay if the **damage** is the result of a gradual process.*

For example, we will not pay for damage:

- where moisture is seeping through faulty shower recess grouting, or
- from condensation or rising damp.

*We will not pay for **damage** resulting from the overflowing of the gutter or guttering on **your home** if it was not **properly maintained**.*

You should regularly clean your gutters of leaves and other debris, particularly before the expected onset of rain.

*We will not pay if **your home** was **unoccupied** at the time the water or other liquid accidentally escaped and had been **unoccupied** for 60 days or more.*

1.8

Collision

You are insured for **damage** to **your contents** caused from **collision** by a part of:

- an aircraft;
- a spacecraft, satellite or space debris;
- a vehicle, trailer or caravan;
- a watercraft;
- a hovercraft.

*We will not pay if the **collision** was a deliberate act by **you**, **your family** or another person with **your** express or implied consent to cause **damage**.*

1.9

Falling Tree, Branch Or Aerial

You are insured for **damage** to **your contents** caused by a falling tree, branch, television or radio aerial or satellite aerial.

We will also pay for the reasonable costs to remove the fallen tree or branch from the inside of **your home** so that the **damage** can be dealt with.

*We will not pay to remove the fallen tree or branch from the **site**.*

Important note: Most building policies pay for some of the cost of removal. You should check your building policy.

*We will not pay for **damage** to **your contents** caused by tree lopping or felling by **you** or done with **your** consent.*

We will not pay for repairing:

- a television, radio or satellite aerial, or
- the fittings or masts,

which caused the **damage**.

1.10 Damage By Animals

You are insured for **damage** to **your contents** caused from **collision** by any animal or bird that is not kept in **your home** or at the **site**.

*We will not pay for **damage** caused by eating, chewing, clawing, pecking, scratching, soiling or fouling.*

1.11 Riot

You are insured for **damage** to **your contents** caused by riot, civil commotion, industrial or political demonstration.

1.12 Storm, Rain Or Flash Flood

You are insured for **damage** to **your contents** caused by **storm**, **rain**, or **flash flood**.

*We will not pay for **damage** caused by water:*

- penetrating or entering **your home** because it has not been **properly maintained** or as a result of a design fault, structural defect or because of defective workmanship;
- entering **your home** through an opening in the wall or roof made for the purpose of alterations, additions, renovation or repair.

For example, if an opening is made in your roof during renovations to your home, we will continue to insure your contents provided the builder covers all openings and ties the tarpaulin in a workmanlike way.

*We will not pay for **damage** caused by **storm**, **rain** or **flash flood**:*

- shade sails or umbrellas
- spa or swimming pool covers, solar covers or plastic liners.

*We will not pay for **damage** caused by **storm, rain or flash flood** to electrical or mechanical equipment left in the **open air**, unless the equipment is designed to be weather proof.*

*We will not pay for **damage** caused by:*

- *the seas or tidal wave;*
- ***river flood**;*
- ***erosion** or **earth movement**.*

*We will not pay for **damage** caused by:*

- *lightning or thunderbolt;*
- *a power surge; and/or*
- *as a result of interruption to your normal power supply.*

Cover for lightning or thunderbolt is provided under Section 1.3.

1.13 Glass Breakage

You are insured for glass that is accidentally broken which is part of **your contents** including:

- fixed furniture glass;
- a wall mirror;
- a plate glass furniture top;
- a light fitting;
- glass that forms part of **your home** when you are a tenant, but only if **you** are responsible for that glass under **your** lease.

We will not pay:

- *if the glass is part of a clock, picture, television set, radio or computer monitor;*
- *for a glass vase or ornament;*
- *for glassware;*
- *for glass that is worn or carried by hand;*
- *for crockery.*

For example, items that are worn include but are not limited to spectacles and watches and items that are carried by hand include but are not limited to cameras and binoculars.

*We will not pay if the glass breakage was a deliberate act by **you, your family** or or another person with **your** express or implied consent to cause **damage**.*

*We will not pay if **your home** was **unoccupied** at the time the glass was accidentally broken and had been **unoccupied** for 60 days or more.*

SECTION 2

HOW WE SETTLE YOUR CLAIM

2.1 High Risk Items And Limits

Because **we** consider the items listed below are high risk, there are limits on what **we** will pay. If a claim is made for a **high risk item**, then unless the item is specifically shown on the **schedule**, **we** will pay no more than the following limits:

- up to 1% of the **sum insured** to a maximum of \$500 for cash, bullion or negotiable securities;
- up to a maximum of \$1,000 in total for all **your tools of trade**;
- up to a maximum retail value of \$500 for:
 - a document,
 - a firearm,
 - an item which is a personal valuable;
- up to a maximum retail value of \$1,000 for:
 - a **curio**,
 - each gold or silver article (but not bullion),
 - each item of jewellery,
 - **photographic equipment**,
 - **sporting equipment**,
 - a bicycle,
 - a video camera, portable television or other sound or visual entertainment equipment designed to be portable,
 - a watch,
 - a portable musical instrument;
- up to a maximum retail value of \$2,000 for compact discs, DVDs, video tapes and electronic games media;
- up to a maximum retail value of \$3,000 for a **work of art** or a **collection** (other than for items separately shown on the **schedule**);
- up to a maximum retail value of \$4,000 for **computer equipment**;
- up to a maximum retail value of 10% of the **sum insured** for **entertainment equipment**.

Please note that the most **we** will pay in total on a claim for unspecified high risk items is the limit shown on the **schedule**.

Important note: We will only insure some high risk items up to the limit shown because they should be insured on a valuables policy, especially those items you take outside your home.

For specified items the limit is the amount shown on the **schedule** for that item.

In settlement of **your** claim **we** may require from **you** evidence of ownership and value of an item. This evidence can be a combination of:

- receipts, valuations, instruction manuals, guarantee certificates, catalogues,
- make, model and serial number,
- photographs or video film of the item.

2.2 Repair Or Replacement

When an **insured event** causes **loss** or **damage** to **your contents** **we** will, if **we** accept **your** claim, at **our** option do one of the following in relation to each item.

a) **Repair**

We will pay the reasonable cost of repairing an item that can be economically repaired, but only up to the stated limit if it is a high risk item listed in 2.1.

b) **Replace**

If an item cannot be economically repaired **we** will replace the item with a new one substantially the same, regardless of the age of the item.

But if the item is:

- a high risk item listed in 2.1, **we** will only replace the item with one worth up to the limit for that item;
- a carpet, **we** will only replace the carpet in the room, hallway or passageway where the **loss** or **damage** occurred;
- **computer equipment**, **we** will not replace it if it is over 10 years old but **we** will pay the **market value**;
- clothing, shoes and household linen, **we** will pay the amount it would cost **us** to replace the items less **depreciation**.

c) **When the item cannot be replaced**

(This does not apply to clothing, shoes and household linen)

If **we** agree that the item cannot be replaced, **we** will pay the lesser of:

- the retail value of the item, or
- if the item is a **high risk item**, the limit under section 2.1 of the **policy** pertaining to that item, or
- if the item is a **specified item**, the **sum insured** for that item listed on the **schedule**.

d) **When you do not want a replacement item**

Important note: An insurance policy is designed to repair or replace items which are stolen or damaged. If you want cash we will only pay you the amount you would have received if you had sold the item.

If **you** do not want **us** to replace the item and want cash, **we** will pay the price **you** would have received for that item from a licensed second-hand dealer.

But if the item is a high risk item listed in 2.1:

- with a retail value exceeding the stated limit; and
- not specifically shown on the **schedule**,

we will pay only the price a licensed second-hand dealer would have paid **you** for the item had **you** wanted to sell it, assessed on the basis that it had a retail value of the limit (stated in 2.1).

For example, if you bought a high risk item for \$2,000 but did not specify it to us for inclusion on the schedule and the item has an policy limit of \$1,000, we will treat this item as if it was one bought retail for \$1,000.

e) **Pairs and Sets**

If the item for which **you** are claiming forms part of a pair, set or **collection**, **we** only pay the reasonable costs of replacing or repairing that item. **We** do not pay for any special value the item may have as part of the pair, set or **collection**.

If the item is part of a specified item, **we** will pay no more than the proportion of the specified **sum insured** equal to the proportion which the item represents of the pair or set.

f) **Sporting Equipment**

Where an item of **sporting equipment** is designed to compliment another item of **sporting equipment**, and neither item can be used without the other, then **we** will treat both items as one.

SECTION 3

OTHER BENEFITS

This **policy** also insures **you** for other benefits set out in this Section.

The cost of these other benefits is included in the **sum insured** for **your contents** unless otherwise stated.

3.1 Fusion Of Electric Motors

You are insured for the cost to repair a household electric motor, including a reasonable amount for labour if:

- the motor is part of a machine or appliance which is part of **your contents**; and
- has been burnt out by **fusion**, less **your excess** and **depreciation**.

If it is not economical to repair **your** motor **we** will:

- pay to replace the motor; or
- pay **you** the amount it would cost **us** to replace the motor, less **your excess** and **depreciation**.

The maximum **we** will pay for repair or replacement is \$1,000 after **we** have deducted **your excess** and **depreciation**.

How We Apply Depreciation

Above ground swimming pool or spa motor

When **your** motor is an above ground swimming pool or spa motor **we** will pay a reasonable amount for labour and apply **depreciation** at the rate of 40% to the cost of repairs, where the motor is in excess of 2 years old.

Other types of electric motor

When **your** motor is any other type of motor not described above **we** will pay a reasonable amount for labour and apply **depreciation** at the rate of 25% to the cost of repairs, where the motor is in excess of 2 years old.

We will not pay for:

- household electrical motors which form part of **your home**;
- the cost of hiring a replacement machine or appliance.

We will not pay to repair or replace:

- mechanical parts;
- parts in a radio, television, computer, video recorder, microwave oven, sound recording and playing equipment, amplifying or transmitting device, electronic equipment, control panels, device or instrument;
- a transformer;
- starter switches, lighting or heating elements, fuses or protective devices;
- electrical contacts at which sparking or arcing occurs in ordinary working;
- motors under manufacturers' guarantee or warranty.

3.2

Frozen Food

We will pay to replace frozen food that is contained in **your** freezer or refrigerator freezer compartment which is damaged and needs to be thrown out following:

- failure of the electricity supply;
- mechanical or electrical breakdown.

The maximum **we** will pay to replace frozen food is 1% of the **sum insured** up to a limit of \$400 after **we** have deducted **your excess**.

We will not pay to replace frozen food if the frozen food is damaged as a result of:

- an accidental or deliberate switching off of the power supply by **you, your family** or another person with **your** consent;
- a deliberate act of the power supply authority or company;
- a strike;
- **river flood**.

3.3

Contents Temporarily Removed From Your Home

Your contents are also insured for an **insured event** when they are temporarily removed from **your home** to:

- a motel, hotel or club;
- a nursing home, hospice or hospital;
- another person's home;

in which **you** are living in Australia, or

- a bank safe deposit facility in Australia;

up to a maximum of 20% of the **sum insured**.

*We will not insure a high risk item listed in 2.1 when temporarily removed from **your home** (even if it is specified on the **schedule**) except when it is contained in a bank safe deposit facility within Australia.*

We will not pay for theft of these items from a bank safe deposit facility unless there was force or violence used in gaining entry to the bank.

*We will not pay if **your contents** when temporarily removed from **your home** or the **site** are in the **open air**.*

*We will not pay if **your contents** are in a tent, trailer, caravan, watercraft or storage facility.*

Important note: When travelling we advise you to take out travel insurance because your contents policy does not provide all the insurance you should have.

Important note: You need a valuables policy to obtain the widest insurance protection for most types of contents high risk items and some types of specified items.

3.4 Contents Temporarily In Transit In Your Vehicle

Your contents are also insured up to a maximum totalling \$5,000 when they are temporarily in transit in **your** motor vehicle in Australia for the following **insured events** under Section 1:

- Fire;
- Explosion;
- Lightning Or Thunderbolt;
- Earthquake;
- Vandalism;
- Water Or Other Liquid;
- Riot.

*But **your contents** are only insured up to a maximum of \$200 for the following **insured events** under Section 1:*

- *Theft;*
- *Collision;*
- *Falling Tree, Branch Or Aerial;*
- *Damage By Animals;*
- *Storm Or Rain;*
- *Glass Breakage.*

Important note: You should insure under Personal Valuables the following types of items: sporting equipment, photographic equipment and portable musical equipment.

Important note: When you move house you need to take out marine transit insurance if you want your contents to be insured during the move.

3.5 Accommodation Costs For Tenants And Strata Title Owners

When **we** have accepted a claim following **damage** to **your contents** and **we** agree that **your home** it is not fit to live in **we** will:

- if **your home** is a Strata Title Unit that **you** own and live in at the time of the **damage**;
- if **you** are a tenant of **your home** and **you** are required to continue to pay rent under **your** lease,

pay **you** the reasonable costs that **you** incur for similar accommodation while **your home** is being rebuilt, repaired or replaced.

But the maximum **we** will pay for temporary accommodation or lost rent is for the lesser of:

- the time it would take to repair or replace **your home** provided work commences as soon as practicable after the **incident**, OR
- where **you** elect not to replace **your home**, the time it would have taken to repair or replace **your home** had **you** elected to do so, OR
- 12 months from the time of the **damage**, or
- 10% of the **sum insured**.

Where the repair or replacement of **your home** is delayed by **you**, **we** will deduct an amount equivalent for the period of delay.

This benefit is in addition to the **sum insured** for **your contents**.

3.6 Loss Or Theft Of Credit Or Transaction Card

We will reimburse **you** to a maximum of \$500 for amounts **you** have to pay caused by the fraudulent use of **your** lost or stolen credit or transaction card.

***We** will not reimburse **you** unless **you** have advised the bank of the loss immediately **you** became aware of it, and have complied with the conditions of **your** card.*

***We** will not reimburse **you** if the person who fraudulently used **your** card is a member of **your family** or a person who lives in **your home**.*

3.7 Strata Title Proprietor

When **you** live in **your home** as a Strata Title proprietor **we** also insure **fixtures** that **you** have put in for **your** own use.

3.8 When You Are A Tenant

When **you** live in **your home** as a tenant **we** also insure:

- **fixtures** that **you** have put in for **your** own use;
- landlord's **fixtures** that **you** are responsible for under **your** lease.

3.9

Essential Temporary Repairs

You are able to proceed with essential temporary repairs to **your contents** up to a maximum of \$200 after **your contents** are damaged by an **insured event**.

3.10

External Door Locks

We will pay up to \$300 towards the cost to re-key or replace the locks in **your home** when the keys to these locks have been stolen following theft of **your contents**.

3.11

Guests Property

We will pay up to \$500 for **loss** or **damage** from an **insured event** for property that belongs to **your** guests, provided their stay with **you** does not exceed 30 days.

3.12

Goods And Services Tax (GST)

Where **you** pay an amount for goods and services relevant to a claim covered under this insurance which includes GST, or where **you** would pay such an amount were **you** to purchase replacement goods and services, **we** will cover **you** for that GST less any input tax credit **you** are or would be able to claim for it (the “GST amount”).

We will pay the GST amount in addition to the **sum insured** shown in the **schedule** or any **policy** limits.

If **your sum insured** or a **policy** limit is not sufficient to cover **your** loss, **we** will only pay the GST amount that relates to **our** proportion of **your** loss covered by this **policy**.

We will not cover **you** for any GST liability that arises due to **your** failure to notify **us** of **your** entitlement or correct entitlement to an input tax credit on the **premium**.

“GST” and “input tax credit” have the same meaning as given to those expressions in *A New Tax System (Goods and Services Tax) Act 1999*.

SECTION 4

IMPORTANT THINGS TO KNOW

4.1 If Your Home Is Unoccupied

If **your home** is to be unoccupied for more than 60 days **you** must obtain **our** agreement to continue to insure **you**, otherwise **you** will have no insurance under Section 1 for:

- Fire,
- Explosion,
- Theft,
- Vandalism,
- Water Or Other Liquids,
- Glass Breakage.

Our agreement will take the form of an **alteration advice** which **we** will send to **you** to confirm **your policy** has been extended to insure **you** for a period over 60 days.

If your home is unoccupied for more than 60 days you are only insured under Section 1 for damage by lightning, thunderbolt, earthquake, collision, falling tree, branch or aerial, animals, riot, storm or rain.

4.2 Contents In The Open Air

Your contents are insured under Section 1 for an **insured event** in the **open air** at the **site**, but if the **loss** or **damage** is caused by theft **we** will not pay more than:

- \$2,000 for outdoor furniture, and
- \$1,000 for **your** other **contents**.

4.3 You Are Not Insured

You have no insurance under this **policy** if the **incident** arises from or is connected with:

- *lawful seizure, repossession or other operation of law;*
- *invasion, war, civil war or rebellion;*
- *nuclear weapons, nuclear fuel, waste or material;*
- *acts of **terrorism** where such act is directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination.*

You have no insurance under this **policy** for financial or consequential loss.

For example, consequential loss could be when business records are stolen and you suffer financially because of this.

SECTION 5

LEGAL LIABILITY TO OTHERS

5.1 Legal Liability To Another Person

If **you** or **your family** become legally liable anywhere in the world for:

- bodily injury or death to another person;
- loss or damage to another person's property,

arising from an **incident** occurring during the **period of insurance** then **we** will pay:

- the reasonable cost of the harm or damage for which there is liability; or
- the amount awarded by a court;

up to the limit of liability (see 5.3).

There is no insurance under this Section for any claim for legal liability:

1. *for bodily injury or death to:*

- **you** or **your family**,
- *an employee arising out of or during the course of their employment with **you** or **your family**;*

2. *for which there is an entitlement to claim an amount or benefit under Workers' Compensation or accident compensation legislation;*

3. *for loss or damage to property that is owned or in the possession, custody or control of **you** or **your family**;*

4. *for loss or damage arising from or in connection with a business, profession or occupation;*

5. *for fines or penalties (including interest and costs);*

6. *for punitive, aggravated or exemplary damages (including interest and costs);*

7. *arising from an agreement unless **you** or **your family** would have been liable in the absence of the agreement;*

8. *for financial or consequential loss;*

9. *arising from a reckless act or a deliberately harmful or damaging act by:*

- ***you or your family;***
- *a person with the express or implied consent of **you** or **your family;***

10. *arising from a breach of a statutory provision;*

11. *because **you** or **your family** own or occupy land or a building other than the **site** or **your home;***

12. *arising from or connected with the ownership or use of:*

- *a power driven vehicle, or motorcycle, other than
 - *an unregistered wheel chair,*
 - *an unregistered battery powered single person vehicle,*
 - *a battery powered child's toy,*
 - *an unregistered garden appliance,*
 - *an unregistered golf buggy,*which is not required to be registered;*
- *a powered watercraft, or a watercraft exceeding 3 metres in length, other than a
 - *surf ski,*
 - *surfboard,*
 - *one to four person canoe;**
- *an aircraft or aerial device, other than a
 - *kite,*
 - *model aircraft or model glider,**
- *a caravan or trailer,*
- *a hovercraft;*

13. *arising from or connected with vibration or interference with the support of land, buildings or other property;*

14. *connected with the construction, alteration or repair of **your home** exceeding:*

- *\$20,000 where **you** are the owner builder; or*
- *\$50,000 where a registered builder or contractor is doing the work;*

Important note: Where you are an owner builder you should organise special contract works insurance. If a registered builder is doing the work, you should ensure that your name is noted as principal on the builders policy.

15. *arising from libel, slander, defamation or malicious falsehood;*

16. *arising from or connected with the supply of drugs or alcohol;*

17. *arising from or connected with the existence of asbestos;*

18. *arising from or connected with contamination or pollution of the land, air or water.*

5.2

Legal Costs

We will pay all legal costs reasonably incurred with **our** written consent arising from a claim for which **you** or **your family** are insured under this Section.

5.3

Limit Of Liability

We will not pay more than the limit shown on the **schedule** for **our** total liability under this Section in respect of all claims arising from an **incident** or series of related **incidents**, including all costs, charges, expenses and legal costs.

We will not pay more than this limit if both **your home** building policy with **us** and this **policy** insure **you** and **your family** for the same liability.

SECTION 6

CLAIMS INFORMATION

6.1 Straight After An Incident Occurs

As soon as **you** discover that an **incident** likely to result in a claim has occurred, **you** must:

- take all reasonable steps to reduce the **loss** or **damage** and to prevent any further **loss** or **damage**;
- inform the police immediately following theft or vandalism.

6.2 What You Must NOT Do

Whatever the circumstances **you** or a **family** member must not:

- admit guilt or fault (except in court or to the Police);
- offer or negotiate to pay a claim;
- admit liability.
- Dispose of any **damaged** items without first seeking **our** approval.

6.3 Our Approval Needed For Repairs

Except for essential temporary repairs under 3.9, **you** are not authorised to commence repairs without **our** approval.

6.4 Notification Of An Incident

You must advise **us** as soon as possible of an **incident** which could lead to a claim on this **policy**.

You may have to contribute towards your claim if your late notification results in higher costs for us or harms our investigation opportunities.

6.5 How To Make A Claim

When **you** make a claim **you** and any relevant **family** member must:

- provide details of the **incident** and complete the claim form **we** send **you**;

- return the completed claim form promptly together with all letters, documents, valuations, receipts or evidence of ownership that **you** have been asked to provide, otherwise **we** cannot process the claim;
- provide written statements under oath if **we** require it;
- be interviewed about the circumstances of the claim, if **we** require this;
- allow **us** to inspect **your home** and take possession of any damaged item to deal with it in a reasonable way;
- provide **us** with copies of every communication received in relation to the **incident** including from a person who is making a claim.

6.6 Proof of Ownership

For **high risk items**, whether **you** have specified them on the **schedule** or not, **we** will require from **you** evidence of ownership and value for each item. This evidence can be a combination of:

- receipts, valuations, instruction manuals, guarantee or warranty certificates, catalogues,
- make, model and serial number
- photographs or video film of the item.

6.7 You Must Assist Us

Before **we** will pay anything under this **policy**, **you** and any relevant **family** member must have complied with all the requirements of this Section and given **us** information and assistance which **we** have requested.

6.8 Repairs Or Replacement

We have the right to nominate the repairer or supplier to be used.

6.9 How A Claim Affects Your Sum Insured

If **we** pay a claim:

- for the total **sum insured**, **your** policy with **us** ends (see 8.5);
- for less than the total **sum insured**, **your sum insured** remains the same as it was before the claim.

For example, if your sum insured is \$40,000 and we pay a claim for theft of contents for \$8000, your sum insured remains at \$40,000.

Important note: Following a claim on a specified item you should make sure that the replacement item is added to your schedule.

6.10 False or Misleading Information

We may deny part or all of **your** claim if **you** or **your family** are not truthful and frank in any statement **you** make in connection with a claim or if a claim is fraudulent or false in any respect.

6.11 Police Informed

We will also report any suspected fraudulent act to the Police for further investigation.

SECTION 7

OTHER CONDITIONS

7.1 How Claim Administration And Legal Proceedings Are Undertaken

When a claim is admitted under this **policy**, **we** have the right at **our** discretion to exercise all the legal rights of **you** or a **family** member relating to the **incident** and to do so in their name.

We will take full control of the administration, conduct or settlement of the claim including any recovery or defence that **we** may consider is necessary.

7.2 You Must Continue To Assist Us

You and any relevant **family** member must continue to give **us** all information and assistance reasonably required in relation to the claim and any proceedings.

7.3 Multiple Insureds

We will treat any statement, act, omission or a claim by **you** or a **family** member as having been made by all of them.

7.4 Salvage Value

We are entitled to any salvage value on recovered items and **damaged** items that have been replaced.

7.5 Contribution

Where the **incident** insured by this **policy** is also insured elsewhere and **we** have paid more than **our** reasonable share of **your** claim, **we** may exercise **our** right to seek contribution from the other insurer or insurers.

7.6 Notices Advice

You and any relevant **family** member must provide **us** as soon as possible with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the **incident**.

SECTION 8

HOW YOUR POLICY MAY BE CANCELLED

8.1 Cancellation By You

You may cancel this **policy** at any time by giving **us** notice in writing.

8.2 Cancellation By Us During The Period Of Insurance

We may cancel this **policy** on any of the grounds set out in the Insurance Contracts Act 1984 and **we** will always tell **you** of this in writing.

8.3 Cancellation By Us On Expiry Of This Policy

We may cancel this **policy** at the end of the **period of insurance**. If this is about to happen **we** will tell **you** in writing within the terms set out in the Insurance Contracts Act 1984.

8.4 Refund Of Premium

On cancellation, a refund of **premium** will be calculated equal to the unexpired period of this **policy** less an administration fee of \$10 and any non-refundable Government charges.

8.5 No Refund Of Premium

Where **we** have paid the total **sum insured** on a claim **your policy** with **us** is deemed to have been fulfilled and:

- there is no refund of any **premium**, or
- if **you** have been paying **your premium** by instalments **we** will deduct any unpaid instalment amount up to **your policy** renewal date from the total **sum insured**.

SECTION 9

INSTALMENT PAYMENTS

9.1

Claims

We will not pay a claim if at the time of the **incident**, an instalment has remained unpaid for 1 month (or more) after it was due to be paid.

9.2

Cancellations

When **you** are paying the premium by instalment **we** may cancel **your policy** if an instalment has remained unpaid for 1 month (or more) after it was due to be paid.

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Important note:

You should read all of this policy in full. Index items which have an **ORANGE background and words in italic indicate an area in the policy where you may have no insurance.**

**For all enquiries
or to locate your nearest
Western QBE office
call 133 723.**



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