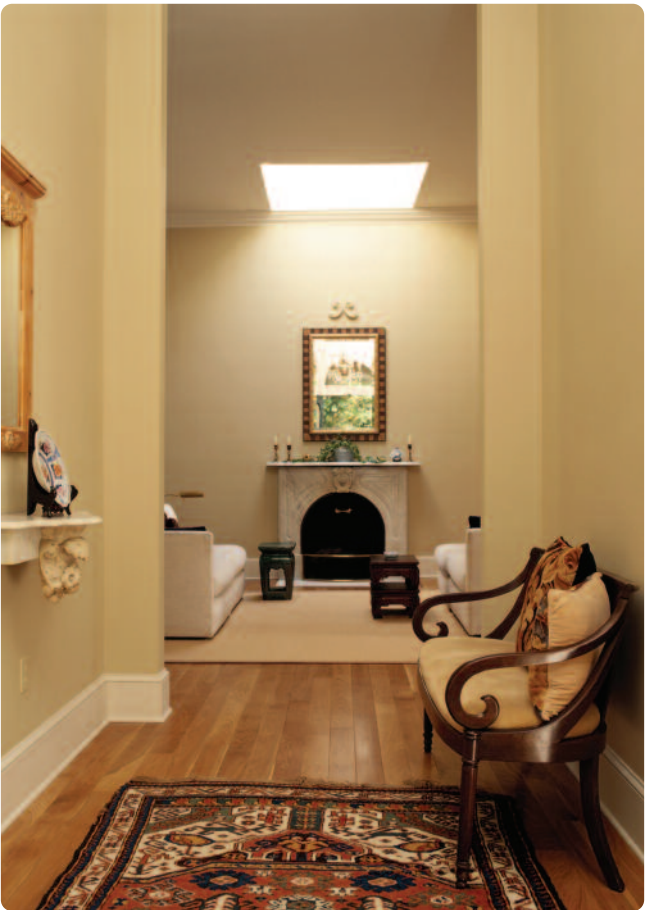


# Secure™ Home Elite Insurance

Product Disclosure Statement and Policy Wording



# Secure<sup>TM</sup> Home Elite Insurance

## Supplementary Product Disclosure Statement and Policy Endorsement

### Supplementary Product Disclosure Statement

#### Purpose of the Supplementary Product Disclosure Statement

This is a Supplementary Product Disclosure Statement (SPDS), which supplements the Secure<sup>TM</sup> Home Elite Insurance Product Disclosure Statement (PDS) prepared on 1/10/03.

It contains information regarding a number of changes to your PDS. It is important that you read this information carefully. This SPDS must be read together with the PDS.

*V7126A SPDS Issue No. 2*

*Date Prepared: 5 November 2008*

*Date Active: 12 December 2008*

*This Supplementary Product Disclosure Statement is issued by Vero Insurance Limited ABN 48 005 297 807 AFS Licence No. 230859*

#### Page ii

We refer you to the "Welcome to Vero" section on page ii of the PDS. The entire section is deleted and replaced with:

In Australia Vero can trace its origins back to 1833. Since then we have successfully protected our customers personal and business assets by operating with a depth of knowledge and a reputation for promises kept. Built on these solid foundations, Vero now provides dynamic and forward thinking solutions for all our customers. The Vero brand is based upon a simple premise - to provide our customers with certainty and peace of mind, through innovative, specialised and expert insurance offerings.

Vero Personal Lines is a division of Vero. We offer a range of insurance products including home building, home contents, private motor and caravan insurance.

### Page iii

We refer you to the “Significant benefits and features” section on page iii of the PDS. In this section insert the following new benefit in the list immediately after “Landlord's furnishings”:

- ▼ Lifetime guarantee on home building repairs that we authorise and arrange.

### Page iv

We refer you to the “Significant benefits and features” section on page iv of the PDS. In this section in the paragraph which starts “The fourth Section provides domestic workers compensation cover...” **effective immediately** the words “New South Wales” are deleted.

**For policies with a period of insurance start date after 31 March 2009**, the paragraph on Page iv which starts “The fourth Section provides domestic workers compensation cover...” is deleted.

### Page v

We refer you to the “When benefits are provided” section set out on page v of the PDS. In this section in the paragraph which starts “After calculating the amount payable we will either.....” the four points beneath are deleted and replaced with:

After calculating the amount payable we will at our option do one of the following:

- ▼ arrange to repair or replace your home or contents,
- ▼ pay you what it would cost us to repair or replace your home or contents,
- ▼ pay the person to whom you are legally liable, or
- ▼ pay you.

### Page xi

We refer you to the “What if you are not satisfied with our final decision?” section set out on page xi of the PDS. In this section all references to the Insurance Ombudsman Service Limited (IOS) or the Insurance Enquiries and Complaints Ltd (IEC) are replaced with the Financial Ombudsman Service Limited (FOS). The last two paragraphs in the section which contain contact details for the IOS or the IEC are deleted and the following is inserted:

Contact details for the FOS are:

Financial Ombudsman Service Limited  
GPO Box 3  
Melbourne  
VIC 3001  
Phone 1300 780 808  
Fax 03 9613 6399  
Email [info@fos.org.au](mailto:info@fos.org.au)  
[www.fos.org.au](http://www.fos.org.au).

## Page xii

We refer you to the “Cooling off” section set out on page xii of the PDS. In this section the period of “cooling off” is amended from 20 days to 30 days.

# Policy Wording Endorsement

This endorsement forms part of and amends the Secure™ Home Elite Insurance Policy Wording issued by Vero Insurance Limited (V3436 08/11/03).

## Page 3

We refer to “Section 4 – Domestic Workers Compensation” in the “Contents” page. **For policies with a period of insurance start date after 31 March 2009**, the entire section on Page 3 including “When you may need this insurance”, “Types of liability you can claim for”, “When we pay” and “When we will not pay” is deleted.

## Page 12

We refer you to the definition of “**excess**” on page 12. The example beneath the definition is deleted and replaced with:

For example, if we agree to pay your claim of \$2,000 and your **excess** is \$100, we will pay you \$1,900. Sometimes we will not deduct the **excess** from the amount we pay and may instead ask you to pay \$100 to us or a repairer, supplier or person to whom you are legally liable.

## Page 43

We refer you to the sentence “We will apply the **excess** shown in your **schedule** to any claim made under this policy, and subtract it from the amount

we owe you for a claim before we pay this claim to you” on page 43. Immediately following that sentence insert:

Alternatively, we might ask you to pay your **excess** to a repairer, supplier, person to whom you are legally liable or sometimes directly to us.

## Page 44

We refer you to the sections under “Replacing, rebuilding or repairing your home” set out on pages 44. The “*Please note*” paragraph is deleted and replaced with:

*Please note:* although we will return or pay to return your **home** to its original condition when new or last renovated, we will not upgrade your **home** if you have over-insured it, nor will we pay extra to return your **home** to a better standard, specification or quality than it was when new or last renovated.

The words beneath “What we will pay” are deleted and replaced with the following:

If you have insured your **home** and **loss** or **damage** occurs to the **home** we will at our option do one of the following:

- ▼ arrange to rebuild, replace or repair your **home** so that it is returned, as far as possible, to its condition and extent when new or, if it has been renovated, to its condition and extent when last renovated; or
- ▼ pay you what it would cost us to rebuild, replace or repair your **home** so that it is returned, as far as possible, to its condition and extent when new or, if it has been renovated, to its condition and extent when last renovated; or
- ▼ if you decide not to replace, rebuild or repair your **home**, we will, if we agree, pay you the market value of the land and **home** just before the **loss** or **damage** less the market value of the land and **home** after the **loss** or **damage** occurred; or
- ▼ if the **home** is totally destroyed and you want to replace your **home** with a smaller **home**, we will, if we agree, pay what it would have cost us to rebuild the replacement **home** plus a cash settlement. The cash settlement will be limited to the market value of the land and **home** just before the **loss** or **damage** less market value of the land and **home** after the replacement **home** has been built.

Where we agree to pay you what it would cost us to rebuild, replace or repair your **home**:

- ▼ you must start replacing, rebuilding or repairing the **home** within 6 months from the date on which the **loss** or **damage** occurs. If you start later than that, we will only pay you what it would have reasonably cost us to replace, rebuild, or repair your **home** as at the date of the **loss** or **damage**.

## Page 45

We refer you to the "What we will not pay" section on page 45. The words "Any **depreciation** we apply is based on the age and condition of your **home**" are deleted and replaced with:

We will not pay for **loss** or **damage** caused by, or as a result of, your failure to:

- ▼ maintain your **home** in a **good state of repair**. If not, we will apply **depreciation** to your **home** before we pay any replacing, rebuilding or repair costs. Any **depreciation** we apply is based on the age and condition of your **home**, or
- ▼ fix a fault that existed before the **loss** or **damage** occurred.

## Page 46

We refer you to the paragraph that begins "Wherever possible..." and the paragraph that begins "If you decide not to....." together with the two points beneath that paragraph on page 46. That section is deleted and replaced with:

### When we repair or rebuild your home

Wherever possible, we will match the materials used in replacing, rebuilding or repairing your **home** with those originally used. However, where it is not possible to match materials, we reserve the right to pay for the nearest equivalent or similar materials.

### Lifetime guarantee on home repairs

We guarantee that if a defect arises in the lifetime of your **home** as a result of poor quality workmanship or use of incorrect or poor quality materials, when we replace, repair or rebuild your **home**, provided that we:

- ▼ have directly authorised the replacement, repairs or rebuilding, and

- ▼ have arranged the replacement, repairs or rebuilding, and
- ▼ have paid, or have a legal liability to pay, the supplier, repairer or builder directly for this work,

then we will rectify the problem by arranging, directly authorising and paying for further replacement, repair or rebuilding.

This guarantee does not apply to:

- ▼ **home** replacement, repairs or rebuilding that you arrange, authorise or make yourself (this applies even if we give you or a supplier, repairer or builder a cheque for all or part of the repair cost), or
- ▼ **loss, damage** or failure of any electrical or mechanical appliances or machines that form part of your **home**, or
- ▼ wear and tear consistent with normal gradual deterioration of your **home** (e.g. paint peeling off as part of its normal life cycle, wood rotting from moisture in the air or ground, roofs weathering or a hot water system leaking as a result of normal gradual deterioration).

### Page 77

We refer to the first paragraph of Section 4. In this paragraph **effective immediately** the words "NSW" are deleted.

### Page 77, 78 and 79

We refer to "Section 4 – Domestic Workers Compensation". **For policies with a period of insurance start date after 31 March 2009**, the entire section on page 77 including the heading and the sections "Types of liability you can claim for" and "What we pay" on page 78 are deleted and the entire section "When we will not pay" and "What we will not pay" on page 79 is also deleted.

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# Secure<sup>TM</sup> Home Elite Insurance

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# Welcome to Vero

In Australia Vero is part of a group that can trace its origins back to 1833. Since then we have successfully protected our customers personal and business assets by operating with a depth of knowledge and a reputation for promises kept. Built on these solid foundations, Vero now provides dynamic and forward thinking solutions for all our customers. Vero is part of the Promina Group.

The Vero brand is based upon a simple premise – to provide our customers with certainty and peace of mind, through innovative, specialised and expert insurance offerings.

Vero Personal Lines is a division of the Vero Group. We offer a range of insurance products including home building, home contents, private motor and caravan insurance.

## Who is the insurer

Vero Insurance Limited ABN 48 005 297 807 is the insurer and issuer of the insurance policy and is the issuer of this Product Disclosure Statement (PDS).

## The purpose of the PDS

The purpose of this PDS is to help you understand the insurance policy and provide you with sufficient information to enable you to compare and make an informed decision about insurance products.

The PDS also sets out the significant features, benefits and risks of this policy. You still need to read the policy wording for a full description of the terms, conditions and limitations.

## How you contact us

You may contact Vero by calling:

- ▼ the telephone number shown in your schedule;
- ▼ your insurance adviser; or
- ▼ 1300 794 133;

or alternatively by writing to us at the following address:

Vero Insurance Limited  
GPO Box 1619  
Adelaide SA 5001

# Significant benefits and features

The Secure Home Elite Insurance policy has four Sections of cover. You can select cover from one or more of these Sections and different types of cover within each Section.

The first Section provides cover for your home or the contents of your home, or both.

Benefits of the home building and home contents insurance include:

- ▼ Cover for accidental damage to your home, contents or both.
- ▼ Flood cover (see definition of flood on page 13 of the policy).
- ▼ Cover for accidental escape of liquid and the cost of locating the leakage that caused it.
- ▼ Replacement/reinstatement cover which reinstates the sums insured following payment of a claim other than a claim for total loss.
- ▼ No depreciation applied to your contents items.
- ▼ Automatic accidental glass breakage cover.
- ▼ Automatic electrical motor burnout cover.

These additional benefits are included where you choose home building. Cover for:

- ▼ Building fees and related costs.
- ▼ Legal costs for discharge of mortgage.
- ▼ Certificate of title deeds which have been lost or destroyed.
- ▼ Out of pocket expenses including temporary accommodation and lost rent.
- ▼ Landlord's furnishings.

These additional benefits are included where you choose home contents. Cover for:

- ▼ Spoilage of food.
- ▼ Temporary accommodation for tenants and Strata Title owners.
- ▼ Replacement of external locks.
- ▼ Visitors' contents.

- ▼ Accessories and spare parts which have temporarily been removed from your vehicle or watercraft.
- ▼ Fraudulent use of financial transaction cards.
- ▼ Compensation for death or injury.
- ▼ Veterinary expenses.
- ▼ Contents away from the site within Australia and New Zealand for up to 90 days.

The amount of cover for high risk unspecified contents is limited. You should refer to the policy for information regarding the limits. If your high risk contents are worth more than the limit we apply to them as unspecified items, you may choose to specify them. You can choose to have a combination of specified and unspecified contents. Specified items will be shown in your schedule and you will be required to pay an additional premium.

If you choose Home Contents, you can also choose cover in the second Section which protects your personal valuables that are lost, stolen, damaged or destroyed anywhere in the world. Where you have chosen this option it will be specified on your schedule and you will be required to pay an additional premium.

The third Section provides cover for up to \$20 million legal liability. If you have selected home building insurance, you are covered for events giving rise to legal liability occurring in your home. If you have home contents insurance, you are covered for events giving rise to legal liability elsewhere.

The fourth Section provides domestic workers compensation cover, where you employ a person to work in your home doing domestic work. This section is only available if you live in New South Wales, Tasmania or Western Australia. Where you have chosen this option it will be specified on your schedule and you will be required to pay an additional premium.

This summary of the benefits available under this policy is not exhaustive and limitations and conditions will apply. Please refer to the policy for further details of this insurance cover.

# When benefits are provided

The benefits for which you are insured under the policy are payable:

- ▼ when an insured event occurs during the period of insurance causing you to suffer loss or damage or incur legal liability; and
- ▼ your claim is accepted by us.

When we pay a claim we consider a number of aspects in calculating the amount. These can include:

- ▼ amount of loss or damage or liability;
- ▼ excess;
- ▼ sum insured;
- ▼ policy limit; and
- ▼ terms and conditions of the policy.

After calculating the amount payable we will either:

- ▼ use it to pay for repair of your home or contents;
- ▼ use it to pay for replacement of your home or contents;
- ▼ pay the person to whom you are legally liable; or
- ▼ pay you.

# Significant risks

The risks associated with your Secure Home Elite insurance policy include:

- ▼ Whether the policy will provide the cover you require. Cover may not be adequate because:
  - ▼ the sum insured you have selected for your home or contents is not based on the full replacement value. This can occur if you make building improvements or add to your contents but do not adjust your sum insured;

- ▼ the type or amount of cover you require does not match the cover provided by your policy, for example, because a limit applies to the amount you can claim under the policy, or you do not satisfy terms and conditions of cover or an exclusion applies.
- ▼ If you do not comply with policy terms and conditions, for example, your duty of disclosure, we can refuse to pay part or all of a claim.

## The amount you pay for this insurance

The amount we charge you for this insurance policy is the total amount of the premium that we calculate to cover the risk plus GST and any relevant government charges (such as stamp duty and fire services levy). These amounts add up to the total amount you must pay.

Once the policy is issued your premium is shown on the policy schedule.

If you change your policy in any way you may be entitled to a premium refund or you may be required to pay an additional amount.

### How various factors affect your premium

We consider a number of factors in calculating your premium. The key factors that affect your premium are the number of covers and optional covers selected. For example, if you select both home building and home contents cover this will be more expensive than if you select home contents cover only.

The amount of premium that you pay will also depend on information that you give us about your home building and home contents as well as other factors.

The following table is a guide on how these factors combine together and may impact on the assessment of risk, and therefore your premium.

<b>FACTOR</b>	<b>REDUCES PREMIUM</b>	<b>INCREASES PREMIUM</b>
<b>Sum insured</b>	Lower value	Higher value
<b>Postcode where the home or contents are located</b>	Low risk area	High risk area
<b>Construction of home</b>	Brick	Other than brick (eg: timber)
<b>How your home is occupied</b>	The owner as occupier	Tenanted or holiday house
<b>Age and retirement status</b>	Applicant is aged 55 or more, fully retired, and living at the address	Applicant is under 55, or not retired
<b>Security measures on home</b>	Alarm, deadlocks and keyed window locks	No security

## The amount you pay towards a claim

An excess is an amount you are required to pay in the event of a claim. A basic excess of \$100 will apply to your policy unless we agree that you do not have to pay this amount.

In the event of an earthquake claim we will require you to pay an additional excess of \$200. This is an earthquake excess.

In some circumstances, an additional excess may be imposed. It is usually in the range of \$500 to \$2,000 and based on assessment of risk, including your claims history or if you wish to insure a high value item or a unique or unusual type of item. We will inform you if this excess applies at time of issue or renewal of the policy and it will be shown on your schedule.

This is only a summary of how excesses will be applied. For full details please refer to your policy wording and your schedule.

## How to make a claim

As soon as possible after the event that causes the loss or damage, or legal liability, you must:

- ▼ where appropriate, make a report to the police
  - ▼ about any malicious damage, or
  - ▼ any theft or attempted theft of your insured property, or
  - ▼ accidental loss of personal valuables
- ▼ contact us and tell us what happened. We will advise you of the claims process and assist you through the next steps.

## How a claim payment is calculated

The following example illustrates how we will calculate the amount payable for a claim.

Home contents have been insured for \$50,000. The value of some outdoor furniture is \$2,500. The outdoor furniture is stolen and not recovered. The basic excess that applies is \$100. The amount payable following the claim would be:

Although \$2,500 is the value of the outdoor furniture the maximum limit payable for items in the open air at the site is \$2,000. This maximum limit does apply in this case. The basic excess of \$100 is then deducted, which results in a final calculation of \$1,900.

## Important information

The insurance we offer you is set out in the policy.

It is important that you:

- ▼ read all of the policy before you buy it to make sure that it gives you the protection you need,
- ▼ are aware of the limits on the cover provided and the amounts we will pay you (including any excess that applies),
- ▼ are aware of the policy definitions.

You will find the policy definitions on pages 11 to 15 of the policy wording.

For the policy limits:

- ▼ some of these will be stated in the policy itself (these are our standard policy limits), and
- ▼ the remainder will be stated in your policy schedule

In some circumstances the terms and conditions of the policy may be amended by endorsement. If your policy is endorsed you will receive notification of the endorsement.

If you have purchased this insurance product through someone other than Vero, for example, a person who has authority from Vero to distribute Vero's insurance products, that person will receive remuneration from Vero for providing a financial service.

## Duty of Disclosure

You have a legal duty of disclosure to us whenever you apply for, change or renew an insurance policy.

### What you must tell us

You have a general duty to disclose to us everything that you know, or could reasonably be expected to know, is relevant to our decision whether to insure you, and, if we do, on what terms.

However, your duty does not require you to disclose anything:

- ▼ that reduces the risk to be undertaken by us,
- ▼ that is generally well known,
- ▼ that we know or, in the ordinary course of our business, ought to know, or
- ▼ in respect of which we have waived your duty.

### Your general duty applies to renewals and changes

Your general duty applies in full when you renew an insurance policy or change an existing policy including when you extend or reinstate it.

### Your general duty is limited for new policies

When you apply for a new policy your duty of disclosure applies, but you do not need to disclose something to us unless we specifically ask you about it. However, you must be honest in answering any questions we ask you. You have a legal duty to tell us anything you know, and which a reasonable

person in your circumstances would include in answering the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

### **Who needs to tell us**

It is important that you understand you are disclosing to us and answering our questions for yourself and anyone else you want to be covered by the policy.

### **If you do not tell us**

If you do not answer our questions honestly or do not properly disclose to us, we may reduce or refuse to pay a claim or may cancel the policy. If you act fraudulently in answering our questions or not disclosing to us, we may refuse to pay a claim or treat the policy as never having existed.

## How we resolve your complaints

### **Resolving your complaints**

If you think we have let you down in any way, or our service is not what you expect (even if through one of our agents or representatives), please tell us so we can help.

You can tell us . . .

#### **By phone**

We will put you in contact with an appropriate person to deal with your complaint.

#### **In writing**

Please send us the full details of your complaint together with any supporting documents and an explanation of what you want us to do. Your letter will be directed to the appropriate person.

#### **In person**

If you would like to come in to talk to us face to face, please call and we will arrange an appointment for a meeting.

### **What we will do to resolve your complaint**

When you first let us know about your complaint or concern:

- ▼ it will be handled by the person who has the authority to deal with it, and

- ▼ this person will listen to you, consider the facts and contact you to resolve your complaint as soon as possible, usually within 24 hours.

If you are not satisfied with this person's decision on your complaint, then it will be referred to the relevant Operational Manager, who will contact you within 5 working days. If you are not satisfied with the Operational Manager's decision, then it will be referred to our General Management in Head Office. We will send you our final decision within 15 working days from the date you first made your complaint.

### **What if you are not satisfied with our final decision?**

We expect our procedures will deal fairly and promptly with your complaint. However, if you are not satisfied with our final decision you can choose to have the matter resolved externally – for example mediation, arbitration or legal action.

You can also raise your complaints directly with Insurance Ombudsman Service Limited (IOS). This is an independent body and its services are free to you. We agree to accept the IOS's decision. Again, you have the right to take legal action if you disagree with the IOS's decision.

You must contact the IOS within 3 months of receiving our final decision.

You can phone the IOS from anywhere in Australia on 1300 780 808 or write to them at:

Insurance Ombudsman Service Limited  
PO Box 561  
Collins Street West  
Melbourne VIC 8007.

## **Taxation information**

This insurance policy is subject to GST and stamp duty.

If you are registered for GST purposes, you may be able to claim an Input Tax Credit in respect of the GST we collect from you. For more information on GST please refer to page 10 of your insurance policy.

Stamp duty is imposed by every state and territory in Australia and the amount payable by you varies, depending on the applicable state or territory.

If you are unsure about the taxation implications of your policy, you should seek advice from your accountant or tax professional.

## Cooling off

You have the right to cancel and return the insurance contract within 20 days of the date it was issued to you (“cooling off period”), unless you make a claim under the contract within the cooling off period. If it is cancelled in this time we will return the amount you have paid.

In addition, if you varied your policy and added a section, you have the right to cancel that section within 20 days of the date it was added (“additional cooling off period”) unless you make a claim under that section within the additional cooling off period. If it is cancelled in this time, we will return the amount you have paid for that section.

To cancel at other times, please see “Cancelling a policy” on page 9 of your policy.

## We respect your privacy

### Privacy Statement

The Privacy Act 1988 (as amended) requires us to inform you that:

#### Purpose of collection

We collect personal information (this is information or an opinion about an individual whose identity is apparent or can reasonably be ascertained and which relates to a natural living person) for the purposes of providing insurance services to you, including:

- ▼ evaluating your application,
- ▼ evaluating any request for a change to any insurance provided,
- ▼ providing, administering, and managing the insurance services following acceptance of an application and
- ▼ investigating and, if covered, managing claims made in relation to any insurance you have with us or other companies within the same group.

The personal information collected can be used or disclosed by us for a secondary purpose related to those purposes listed above, but only if you would reasonably expect us to use or disclose the information for this secondary purpose.

However for sensitive information, the secondary purpose must be directly related to the purposes listed above.

## Disclosure

We may disclose your personal information, (and receive personal information from) when necessary and in connection with the purposes listed, to other companies within the same group, your insurance broker or our agent, government bodies, loss assessors, claim investigators, reinsurers, other insurance companies, mailing houses, claims reference providers, other service providers, hospitals, medical and health professionals, legal and other professional advisers.

## Consequences if information is not provided

If you do not provide us with the information we need we will be unable to consider your application for insurance cover, administer your policy or manage any claim under your policy.

## Access

You can request access to the personal information by contacting us. In some circumstances we may not agree to allow you access to some or all of the personal information we hold about you such as when it is unlawful to give it to you. In such cases we will give you reasons for our decision.

# Code of Practice

We have adopted the General Insurance Code of Practice developed by the Insurance Council of Australia. The Code is designed to promote good relations and good insurance practice between insurers, authorised representatives and consumers.

The Code sets out what we must do when dealing with you. Please phone us if you want more information about the Code.

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# Secure<sup>TM</sup> Home Elite Insurance

## Plain Language Policy

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# General Terms and Conditions

The headings and shaded areas in this policy are not part of the policy itself. Their purpose is to provide you with a general guide about the content of the text.

## How much protection do we provide?

The insurance we offer you is set out in this policy, subject to the sections you select as shown in the **schedule**.

It is important that you:

- ▼ read *all* of the policy to make sure that it gives you the protection you need, and
- ▼ are aware of the limits on the amounts we will pay you under this policy.

You will find these limits:

- ▼ stated in the policy itself (these are our standard policy limits), and
- ▼ stated in your **schedule** (these are the limits you have selected by specifying the **sum insured** for items listed in the **schedule**).

## Our contract with you

### The contract

In the contract between you (the insured) and us (Vero Insurance Limited):

- ▼ we agree to provide you with the insurance you select and which is shown in your **schedule**, and
- ▼ in return, you agree to pay us:
  - ▼ your **premium**,
  - ▼ GST (see pages 10 and 11), and
  - ▼ *any other* relevant government charges.

These amounts add up to the amount payable, which is shown in your **schedule**.

You must pay this total amount:

- ▼ when you first take out your policy, and
- ▼ *each* year when you accept *any* offer we may make to renew your policy with us. This is because a renewal is a new contract with us.

Your insurance only starts when you pay this total amount, unless we agree you can pay by instalments. If you have not paid, you are not insured.

### If you pay by instalments

- ▼ If we agree, you can pay us this amount in a number of payments instead of all at once. This is called paying by instalments.
- ▼ If you are a month (or more) late in paying an instalment, we may *cancel your policy* (see page 9).
- ▼ Also, we will *not pay a claim* if, at the date of the event you are claiming for, you are a month (or more) late in paying an instalment.

### Terms and conditions of the contract

All the terms and conditions of the insurance contract are set out in:

- ▼ this booklet, including *any* section that you select that applies to your individual policy, and
- ▼ the **schedule**.

These terms and conditions apply if you have to make a claim – so it is important that you:

- ▼ read this booklet and the **schedule** carefully,
- ▼ check that your details on the **schedule** are correct and up to date,
- ▼ keep evidence of the value of the property insured or the amount of *any loss* or **damage**, such as:
  - ▼ original invoices or sales dockets
  - ▼ bank statements, cheque butts
  - ▼ credit card statements
  - ▼ valuations
  - ▼ warranty and guarantee documents
  - ▼ tax records
  - ▼ trade accounts
  - ▼ asset/depreciation schedules, and
- ▼ keep the booklet and **schedule** together in a safe place.

## Keeping us up to date

You must tell us as soon as possible (but no later than at renewal):

- ▼ if there is any significant change in the condition or use of the insured **home, contents** or **personal valuables**, or
- ▼ if your personal details change, including your name, mailing or the insured address, or
- ▼ if any event happens that could mean that you will make a claim. You must tell us within 30 days of the event happening.

## About the authorised representative

If an authorised representative of ours arranges this policy:

- ▼ they will be acting with the authority of Vero Insurance Limited and be our authorised representative, not your agent, in all matters concerning this insurance,
- ▼ they will receive a commission, and
- ▼ neither the authorised representative nor any of its related companies guarantees the benefits payable under the contract.

## Your choice

You may take out this type of insurance with any insurer of your choice.

# Claims procedure

## Making a claim

If you wish to make a claim, you must:

- ▼ make a report to the police for **malicious damage** and theft or attempted theft of insured property, and also accidental **loss** of personal valuables;
- ▼ promptly call our claims team on the phone number shown in the schedule;
- ▼ give us all the information and documentation which we request. If we ask for it, you must provide us with a statutory declaration verifying the truth of your claim and any matters connected with it;

- ▼ immediately send us any court documents or other communication you receive about the claim. Do not take any action yourself or ask anyone else to do so on your behalf.

### Only we have the right to settle or defend your claim

If we agree you have a claim, only we have the right to:

- ▼ make or accept any offer or payment, or in any other way admit you are liable,
- ▼ settle, or attempt to settle, any claim, or
- ▼ defend any claim.

### Damaged or stolen property

You must keep *any*:

- ▼ **damaged** property, or
- ▼ stolen property that you recover, and let us inspect it if we need to.

Only we have the right to exercise, for our own benefit, any legal right you have to recover the insured property.

### When we may refuse a claim

We may refuse a claim if:

- ▼ you do not do what your duty of disclosure requires you to (see pages ix and x of the Product Disclosure Statement for details of your duty of disclosure),
- ▼ when you apply for insurance or when making a claim or in connection with either the application or the claim, you:
  - ▼ are not truthful
  - ▼ have not given us full and complete details, or
  - ▼ have not told us something when you should have,
- ▼ you are paying by instalments and at the date of the event you are claiming for, you are a month (or more) late in paying an instalment,
- ▼ you do not at *all* times take *all* reasonable care to:
  - ▼ protect any property you have insured with us against *any* initial or further **loss** or **damage**
  - ▼ keep your **home**, insured **contents** and **personal valuables** in good condition

- ▼ prevent death, bodily injury, or illness to other people, or **loss** or **damage** to their property, and
- ▼ obey any laws or regulations that safeguard people or their property,
- ▼ you do not give us the documents and information we require to help us decide on any amount we may pay you,
- ▼ you do any of the following without us agreeing to it first:
  - ▼ make or accept any offer or payment, or in any other way admit you are liable
  - ▼ settle, or attempt to settle, any claim, or
  - ▼ make defend any claim, or
- ▼ you do not, as soon as possible, make a report to the police about:
  - ▼ any **malicious damage** to the insured property
  - ▼ any theft or attempted theft of the insured property, or
  - ▼ any accidental loss of insured **personal valuables**.

### How claims affect your sum insured

Except in two situations that we discuss below (about **personal valuables** and specified items), this is how claims affect your **sum insured**:

- ▼ If we pay you *any* claim which is for *less than* the **sum insured**, the sum insured remains at the same amount it was before you made the claim.
- ▼ This means that if you need to make another claim for **loss** or **damage** within the **period of insurance**, you can still claim against your original **sum insured**.
- ▼ But if we pay you *any* claim which is *equal to* the **sum insured** less any excess, your insurance contract with us ends.

### Personal valuables

In our personal valuables section, we *limit* the amount you can claim for *each* **period of insurance**. This means that, during any one **period of insurance**, you can only make claims up to the amounts we have set out in that policy, unless you ask to keep your original sum insured and pay any extra **premium** needed to do this.

## Specified items

If we agree to pay a claim for the total **loss** of a specified item, you must tell us if you want the replacement item to be insured as a specified item. Otherwise, insurance for the replacement item is on the basis that it is not specified. This means that if you make a later claim for that item, the *limits* for items that are not specified apply to the amount you can claim.

# Cancelling a policy

## How you may cancel

- ▼ You may cancel this policy at *any* time by telling us that you want to cancel it.
- ▼ We subtract from *any* **premium** you pay us, an amount to cover the period that we have already insured you for. We then return the rest of the premium, along with GST and any relevant Government charges where this is allowed.

## How we may cancel

- ▼ We may only cancel this policy when the law says we can.
- ▼ We cancel your policy by telling you so in writing.
- ▼ We give you that notice in person or send it to your last known address.
- ▼ We subtract from *any* **premium** you pay us, an amount to cover the period that we have already insured you for. We then return the rest of the premium, along with GST and any relevant Government charges where this is allowed.

## If you pay by instalments

We may cancel your policy by telling you in writing:

- ▼ after 3 business days, if you do not pay an instalment on the agreed date, or
- ▼ straight away, if you are a month (or more) late in paying an instalment.

If we cancel your policy, you do not have to pay us any further instalments due after the cancellation date. We will require you to pay us the amount owing up to the cancellation date.

# Goods and Services Tax (GST)

*Please read the following paragraphs very carefully. They are additional terms and conditions of the policy which deal with:*

- ▼ *how GST is part of what you have to pay us for the policy,*
- ▼ *your obligation to tell us about any input tax credit entitlement you may have for that GST, and*
- ▼ *how GST affects what we pay you for any claims you make and any limits on what we pay.*

As part of the total amount payable for this insurance policy, we will include an amount on account of GST.

***If you are entitled to claim an input tax credit for the GST included in the amount payable:***

Each time you make a claim under this policy, you must tell us if you are entitled to claim an input tax credit for the GST amount charged on your policy and, if you are, the proportion of the GST that you can claim as an input tax credit.

If you do not tell us that you are entitled to an input tax credit, or you give us incorrect information about the proportion of the GST you claim as an input tax credit, then you may have a GST liability for claim payments we make. Any such GST liability you have remaining when we make a cash settlement (whether it is made to you or to a third party to whom you are liable) will be your responsibility, even if you tell us your correct input tax credit entitlement after the payment has been made.

If you use the **home** or **contents** for business purposes and we settle your claim by making a cash payment to you, then we will reduce the amount we pay you by the amount of any input tax credit to which you would be entitled if you were to purchase replacement goods or services. If the **sum insured** or the policy limit is not sufficient to cover your loss, we will pay the GST (less any relevant input credit tax) that relates to our proportion of your loss, less any **excess**. We will pay that GST in addition to your **sum insured** or policy limit.

***If you are NOT entitled to claim an input tax credit for the GST included in the amount payable:***

If the **sum insured** or the policy limit is not sufficient to cover your loss, we will pay the GST that relates to our proportion of your loss, less any **excess**. We will pay that GST in addition to your sum insured or policy limit. Please remember, we will apply these terms and conditions in addition to any other terms and conditions in the policy.

## Definitions

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

# Words with special meanings

In your policy

**"we"** or **"our"** or **"us"** means Vero Insurance Limited ABN 48 005 297 807 AFS Licence No. 230859.

**"you"** or **"your"** means any of the following people:

- ▼ the person or persons named as the insured in the **schedule**, and
- ▼ any member of your **family** who normally lives with you.

Where we talk about paying **you**, **"you"** includes any person we pay to repair the **loss** or **damage** (for example, tradespeople) or to replace your **home, contents** or **personal valuables**.

Some words used in this policy have special defined meanings. These words are in **bold**.

*Most* of the words we have defined are listed in the following definition section on pages 11 to 15 of this booklet. We also explain the meaning of some words in the other sections.

**"act of terrorism"** means an act, including but not limited to the use of force or violence and/or the threat of these, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons,

including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“**broken**” (when we use it with **glass**) means that **glass** is broken through its entire thickness. It does *not* mean **glass** that is only chipped or scratched or that has imperfections.

“**collision**” means accidental, sudden and violent contact.

“**contents**” (see pages 18 to 21 for definition).

“**damage**” or “**damaged**” means any form of physical harm to the insured property but does not include wear and tear.

“**depreciation**” means the accounting process we use to work out how much to reduce our assessment of the value of your property by because of its age and condition.

“**economically repaired**” means that it costs less to repair the item than to either:

- ▼ replace the item, or
- ▼ where we indicate in the policy, replace the item after applying **depreciation** to it.

“**excess**” means the amount you must pay towards a claim. You will find the amount of any **excess** in your **schedule**.

*For example, if we agree to pay your claim of \$2,000 and your **excess** is \$100, we will pay you \$1,900.*

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

- ▼ parents, grandparents,
- ▼ spouse, de facto spouse,
- ▼ children, grandchildren, and
- ▼ brothers, sisters.

“**fire**” means burning with flames, where what is burning is not intended to be burned. It does not include scorching, melting or charring if that happens without flames.

“**fixture**” means any item that is permanently attached or fixed to your **home**. You would not normally take this type of item with you if you moved house.

*For example, kitchen cupboards, built-in wardrobes or bathroom fittings such as taps and towel rails.*

**“flood”** means the complete covering of normally dry land by any water:

- ▼ escaping or released from the normal borders of:
  - ▼ any lake or natural watercourse, whether or not altered or modified, or
  - ▼ any reservoir, canal, dam, or stormwater channel, or
- ▼ that, because of water that has already escaped or been released, cannot enter:
  - ▼ any lake or natural watercourse, or
  - ▼ any reservoir, canal, dam or stormwater channel.

**“glass”** (see page 16 under “what is a home” and page 18 under “what is contents” for definition)

**“good state of repair”** means that your **home** is watertight, structurally sound, secure and well maintained.

**“high risk items”** means any of the items listed on pages 20 to 21 of the definition of **contents** that you have *not* specified.

**“home”** (see pages 16 and 17 for definition)

**“home improvement”** means any permanent addition to or around your **home**, that adds value to it so that the cost of rebuilding, replacing or repairing your **home** is increased.

*For example, a garden shed, carport, fixed swimming pool or fence*

But **home improvement** does *not* mean trees, shrubs, soil, or any natural bushland.

**“house”** means the main residential building on the **site**.

It does *not* mean any:

- ▼ hotel, motel, or boarding house,
- ▼ relocatable home, or park home,
- ▼ mobile home or caravan, or
- ▼ display home.

**“legal liability”** means either:

- ▼ a court (other than a North American court or a court applying North American law) orders you or your **family** to pay compensation because it finds that you or your **family** are legally responsible for:

- ▼ bodily injury to, or the death or illness of, someone other than you or your **family**, or
- ▼ **loss** or **damage** to property owned or controlled by someone other than you or your **family**, or
- ▼ we accept that you or your **family** are legally responsible for *any* of those things.

“**loss**” means the insured property is stolen or destroyed. It does not mean the insured property is accidentally lost or misplaced.

“**malicious**” means that the person doing the act intends the act to cause **damage**.

“**negotiable instrument**” means a legal document that represents money and that can be legally transferred in title from one person to another.

*For example, a cheque or money order.*

“**new residence**” means a residential building in Australia that:

- ▼ you have permanently moved to, or
- ▼ you are in the process of permanently moving to, that is structurally sound, well maintained, fully enclosed by walls and a roof and can be locked up.

“**open air**” means any area at the **site** that is:

- ▼ not fully enclosed by walls and a roof of a building, and
- ▼ not able to be locked up.

“**period of insurance**” means the period that we insure you for under your policy. You will find this **period of insurance** as the start date and the end date shown in the **schedule**.

“**premium**” means the amount you must pay us for the insurance you select.

“**schedule**” means your *most recent* policy **schedule**. We will give you a **schedule** when:

- ▼ you first buy a policy from us,
- ▼ you change any part of any policy or any personal details relevant to it, or
- ▼ we offer to renew any policy you have with us.

“**site**” means the following area at the insured address stated in the **schedule**:

- ▼ the land your **home** is built on, and
- ▼ the part of the yard or garden surrounding your **home** that is used only for domestic purposes.

“**storm**” means any violent wind, cyclone or tornado, including such events that may occur with rain or snow.

“**sum insured**” means the total amount that you have insured your property for under each section of your policy. You will find the amount of the **sum insured** for each section shown in your **schedule**.

“**unoccupied**” means either:

- ▼ no-one is using the **house** as a residence, or
- ▼ someone is using the **house** as a residence, but without your consent.

“**watercraft**” means any craft designed for use on or about water (excluding non motorised craft up to 3.5m in length).

# Section 1 – Home and Contents

(Your schedule indicates whether your **home** or **contents** or both are insured)

Your **home** and **contents** are probably the most expensive possessions you will ever own – so it is important that you have full and effective insurance to protect yourself if they are **damaged** or destroyed. We have designed this policy to provide you with just that.

## What is a home?

### ✓ Home means

- ✓ your **house**, and
- ✓ any **fixture** or **home improvement** on the site, including:
  - ▼ gates, fences and retaining walls,
  - ▼ in ground pools, saunas or spas,
  - ▼ pergolas and gazebos,
  - ▼ wharves, jetties or pontoons not used for commercial purposes,
  - ▼ outbuildings, and
  - ▼ **glass**.
- ✓ **Glass** means any of the following that are permanently fixed to your home:
  - ▼ shower base,
  - ▼ basin or sink,
  - ▼ bath,
  - ▼ toilet or toilet cistern, or
  - ▼ glass.

### ✗ Home does not mean any

- ✗ carpet (unless you lease out your home),
- ✗ pool covers,
- ✗ hedges, trees, shrubs or plants,
- ✗ free-standing swimming pools, saunas or spas that can be moved from the site
- ✗ motor vehicles, watercraft or aircraft, or
- ✗ **glass** that forms part of your **contents** (please note that insurance for this is available if you insure your **contents** with us).

## What are contents?

### ✓ Contents means

- ✓ any of the items we list below (including the **high risk items**) that you either:
  - ▼ own, or
  - ▼ are legally responsible for, but *only* if you normally keep them:
    - in your **home**, or
    - at the **site**,
- ✓ items you have listed as specified items in the **schedule**,
- ✓ furniture, furnishings, carpets, or floor rugs,
- ✓ curtains, or internal blinds,
- ✓ portable household electrical appliances,
- ✓ household goods (but not mirrors, glassware, crystal, crockery or china while it is being used or carried),
- ✓ clothing, or personal belongings (but not sporting clothing or sporting equipment while they are being used),
- ✓ free-standing swimming pools that can be moved from the **site**,
- ✓ property used in connection with a business or occupation carried on in a surgery or office in your house,
- ✓ tools of trade,
- ✓ wheelchairs, motorised golf buggies, or ride-on lawn mowers if they do not require registration,
- ✓ money, financial transaction cards, **negotiable instruments**, or bullion,
- ✓ documents, and
- ✓ any non motorised craft up to 3.5m in length that floats or travels on water, whilst stored at the **site**.

**Contents** also means **glass**:

**Glass** means any **glass** that forms part of your furniture, which is not permanently fixed in your home.

## X Contents does not mean

- X any of the items **we list** below (including the **high risk items**):
  - ▼ fish, birds, or animals of any kind,
  - ▼ lawns, hedges, trees, shrubs, or plants,
  - ▼ motor vehicles, motor cycles, trail bikes, mini bikes, caravans, or trailers, and any equipment that is part of or belongs to any of these,
  - ▼ aircraft, or **watercraft**, and any equipment that is part of or belongs to either of these,
  - ▼ any non motorised craft up to 3.5m in length that floats or travels on water that is away from the **home** or **site** at the time of the **loss** or **damage**,
  - ▼ unregistered or unlicensed firearms, or
  - ▼ any item that is included in the definition of **home**.

## ✓ Contents means

**High risk items** include:

- ✓ any curios, collections of stamps, medals, coins, or other collectables that are sold or issued as part of a set or collection,
- ✓ any portable musical instrument, and
- ✓ any watches, or pieces of jewellery, gems or any items made of or containing gold or silver.

If you live in the **home** as:

- ✓ a Strata Title owner, or
- ✓ a tenant,

then **contents** also means:

- ✓ **fixtures** and fittings that you have put in the **home** for your own use, or
- ✓ if you live in the **home** as a tenant, any landlord's **fixtures** and fittings that you are responsible for under the lease.

**X Contents does not mean**

**High risk items** does not include bullion.

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## Types of loss or damage you can claim for

You can *only* claim for **loss** or **damage** to your **home, contents** or both, if:

- ▼ your **schedule** shows that either **home** and/or **contents** is insured, and
- ▼ the **loss** or **damage** is not caused by any of the excluded events listed on pages 24 to 27, and
- ▼ the **loss** or **damage** is not excluded by any of the General Exclusions listed in the policy, and
- ▼ the **loss** or **damage** occurs during the **period of insurance**.

Please check carefully that your claim satisfies all of these requirements.

## Types of loss or damage you cannot claim for

In this section we describe the types of loss or damage you *cannot* claim for.

You cannot claim for **loss** or **damage** to your **home, contents** or both if it is caused by one or more of the 12 excluded events we list below:

*Please note:* We will not pay to repair or replace anything that only breaks down or wears out.

## ✓ Excluded events

### ✗ What we do not cover

We will not pay you for **loss** or **damage** to your **home, contents** or both caused by:

- ✓ 1. Events involving fire
- ✗ if the **house** has been **unoccupied** for 60 consecutive days immediately before the fire.

- ✓ 2. Events involving theft or attempted theft
- ✗ if it was by someone who is at the **site** with your consent or the consent of the person who lives in your **home** unless the consent was obtained fraudulently.

We also will not pay you for **loss** or **damage** to your **home** caused by theft or attempted theft if the house has been **unoccupied** for 60 consecutive days immediately before the theft or attempted theft.

- ✓ 3. Events involving water, including
- ✗
  - ▼ highwater,
  - ▼ the action of the sea,
  - ▼ a tidal wave, or
  - ▼ water seeping or entering into your home because of:
    - defects in its structure or design, or defective work done on it, or
    - structural alterations, additions, renovations or repairs.

- ✓ 4. Events involving earth movement, including
- ✗ the earth swelling, shrinking or settling unless that is caused by liquid accidentally escaping from plumbing.

## ✓ Excluded events

### ✗ What we do not cover

✓ 5. Events involving malicious acts

✗ if those acts are by someone who is at the **site** with your consent or the consent of a person who lives in your **home** unless the consent was obtained fraudulently.

We will also not pay you for **damage** to your **home, contents** or both caused by **malicious** acts if the **house** has been **unoccupied** for 60 consecutive days immediately before the **malicious** acts.

✓ 6. Events involving trees or branches, including

✗ tree-logging or tree-felling done by you or done with your consent.

We will also not pay for **loss** or **damage** caused by tree roots.

We will also not pay for loss or damage caused by power surge resulting from an event involving trees or branches.

✓ 7. Events involving animals, including

✗ any animal kept at the site.

✓ 8. Events involving wear or tear

✗ including:

- ▼ fading or marking,
- ▼ scratching, denting or chipping,
- ▼ mould,
- ▼ oxidisation,
- ▼ contamination,
- ▼ any gradual deterioration or process, or
- ▼ rust, corrosion, mildew, wet or dry rot, rising damp or seepage.

## ✓ Excluded events

### ✗ What we do not cover

- ✓ 9. Events involving the climate, including all
  - ✗ ▼ atmospheric conditions (other than storm, rain or flood), or
  - ▼ evaporation.

We will also not pay for **loss** or **damage** caused by power surge or power fluctuations resulting from a climate event, *unless* caused by lightning.

- ✓ 10. Events involving applied processes including
  - ✗ any process of:
    - ▼ heating,
    - ▼ drying,
    - ▼ dyeing,
    - ▼ alteration or repair, or
    - ▼ cleaning.

- ✓ 11. Events involving mechanical breakdown

- ✓ 12. Events involving swimming pools, including
  - ✗ the pool lifting or any area around the pool lifting.

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# Related expenses – additional protection

When you insure your **home** or **contents**, or both with us under this policy, we will also insure you for up to 15 types of related expenses – additional protection as set out below. Any amount we may pay you for related expenses is in addition to any amount we pay you as your **sum insured**.

You can *only* claim for one or more of the related expenses if:

- ▼ the related expense is not the result of an **excluded event** occurring during the period of insurance, and
- ▼ the related expense is not excluded as described under the “What we do not cover” column of this section, and
- ▼ the related expense is not excluded by any of the General Exclusions listed in the policy, and
- ▼ the related expense is connected to **home** and your schedule shows that **home** is insured, and
- ▼ the related expense is connected to **contents** and your schedule shows that **contents** is insured.

## ✓ What we do cover

We will pay you for:

### ✓ 1. Building fees and related costs

If you have insured your **home** and we agree to pay a claim under this policy, we will also pay the reasonable costs of:

- ▼ demolition,
- ▼ employing an architect, consultant or surveyor,
- ▼ solicitor's fees for preparing building applications and obtaining approvals,
- ▼ removal of debris from the **site**,
- ▼ temporary protection of your **home**, and
- ▼ complying with a statutory notice that:
  - relates to the part of your **home** that experiences the **loss** or **damage**, and
  - is served after that **loss** or **damage** occurs.

We will pay these costs only where they are necessary to replace, rebuild, or preserve your **home**.

### ✓ 2. Legal costs for discharge of mortgage

If you have insured your **home** and we agree to pay a claim under this policy for the *total loss* of your **house**, we will also pay the *legal costs* to discharge *any* mortgage on the **home** and **site**.

### ✓ 3. Title Deeds

If you have insured your **home** and we agree to pay a claim, we will pay the reasonable costs of preparing new Title Deed Documents that have also been lost or destroyed in your **home**.

### ✓ 4. Out-of-pocket expenses

If you have insured your **home** and we agree to pay a claim under this policy, and the **loss** or **damage** to your **house** means that it is not fit to live in, we will pay these out-of-pocket expenses for you:

## ✘ What we do not cover

We will not pay you for:

- ✘ any costs relating to undamaged parts of your **home**.

We also will not pay your costs in complying with any notice:

- ▼ a statutory or other authority serves on you *before* the **loss** or **damage** to your **home** occurs, or
- ▼ that does not relate to the part of your **home** that experiences the **loss** or **damage**.

We will also not pay these costs where they are necessary to replace, rebuild, or preserve your **contents**.

- ✘ these costs if you have not insured your **home**.

- ✘ these costs if you have not insured your **home**.

- ✘ *any* more than an amount equal to 20% of the building **sum insured** for temporary accommodation or lost rent.

## ✓ What we do cover

### ▼ Temporary accommodation

If you own and live in your **house** at the time of the **loss** or **damage**, we will pay for the reasonable cost of temporary, similar accommodation while your **house** is being replaced, rebuilt or repaired. *Please remember*, that we will only pay for reasonable costs that you *actually* incur.

### ▼ Lost rent

If you:

- lease out your **home** at the time of the **loss** or **damage**, or
- can show that you would have leased your **home** out during the period reasonably necessary to replace, rebuild or repair it,

then we will pay you:

- ▼ the actual rent you lose, or
- ▼ the rent you show us you would have lost, while your **home** is being replaced, rebuilt or repaired.

We will pay these out-of-pocket expenses:

- ▼ for up to 12 months from the time of the **loss** or **damage**, or
- ▼ for the reasonable time taken to replace, rebuild or repair your **home**,

whichever is shorter.

## ✓ 5. Landlord's furnishings

If you have insured your **home** and have **loss** or **damage** to a landlord's:

- ▼ furniture
- ▼ fixtures
- ▼ fittings, or
- ▼ carpets,

we will only pay for this **loss** or **damage** if:

- ▼ you lease out your **home**, and
- ▼ you are not living in your **home** at the time of the **loss** or **damage**, and
- ▼ the items are in your **home** for your tenant to use, and
- ▼ the tenant is *not* responsible for **loss** or **damage** to these items under the lease.

## **X What we do not cover**

We will also not pay these costs if you have not insured your **home**.

We will also not pay these costs if you have not insured your **home**.

**X** we will not pay you any more than an amount equal to 5% of the building **sum insured** for **loss** or **damage** to a landlord's furniture, **fixtures**, fittings and carpets.

We will also not pay these costs if you have not insured your **home**.

## ✓ What we do cover

We will pay you for:

### ✓ 6. Electrical Motor Burnout

The cost to repair or replace any motor in a household electrical machine or appliance, but *only* if:

- ▼ the electrical machine or appliance forms part of your **home** or **contents**,
- ▼ the motor is burnt out by electric current,
- ▼ the motor is burnt out in the **home** or at the **site**,
- ▼ the motor is burnt out during the **period of insurance**, and
- ▼ the **loss** or **damage** is not excluded by any of the general exclusions listed in the policy.

### ✓ 7. Food spoilage

If you have insured your **contents** and frozen or refrigerated food is **damaged** so that it cannot be eaten, we will pay for replacement – but *only* if that **damage** is directly caused by:

- ▼ your freezer or refrigerator breaking down,
- ▼ accidental **damage** to your freezer or refrigerator, or
- ▼ the public electricity supply failing to reach the **home** or **site**.

### ✓ 8. Temporary accommodation for tenants and Strata Title owners

If you have insured your **contents** and we agree to pay a claim under this policy and the loss or **damage** to the **home** means that it is not fit to live in, then:

- ▼ if the **home** is a Strata Title unit that you own and live in, or

## **X What we do not cover**

We will not pay you for:

**X** the cost:

- ▼ to replace fuses or protective devices, contact switches or relays, lighting or heating elements, starter switches, other parts where sparking or arcing occurs during their ordinary use,
- ▼ for **damage** to mechanical parts of any description, or
- ▼ of hiring a replacement appliance or machine.

We will also not pay these costs if you have not insured your **home** and the household electrical machine or appliance forms part of your **home**.

We will also not pay these costs if you have not insured your **contents** and the household electrical machine or appliance forms part of your **contents**.

**X** any more than \$1,000 total for frozen or refrigerated food.

We will also not pay you if:

- ▼ the **loss** or **damage** to the refrigerator or freezer, or the interruption to the electricity supply is a direct result of a strike, or
- ▼ you or your **family** cause the frozen or refrigerated food to spoil, or
- ▼ the **loss** or **damage** to the refrigerator or freezer is a direct result of the odour or residue caused by food spoilage.

We will also not pay these costs if you have not insured your **contents**.

**X** any more than 20% of the contents **sum insured** for temporary accommodation.

*For example, you are a Strata Title owner and a fire damages your **house** so that you have to move out temporarily.*

*If your **contents** are insured for \$30,000, then the most we will pay for temporary accommodation is 20% of \$30,000 which is \$6,000 (less any excess you may have to pay).*

## ✓ What we do cover

- ▼ if you tenant the **home** and you are responsible for paying all the rent under the lease,

we will pay for the additional costs of temporary, similar accommodation while the **home** is being replaced, rebuilt or repaired.

If you are a tenant, “additional costs” means costs over and above the amount you were renting the **home** for when it was fit to live in.

We will pay these out-of-pocket expenses:

- ▼ for up to 12 months from the time of the **damage**, or
- ▼ for the reasonable time taken to replace, rebuild or repair the **home**,

whichever is shorter.

### ✓ 9. External locks

If you have insured your **contents** and we agree to pay a claim under this policy for theft or attempted theft, and

- ▼ someone steals the keys from your **house** or **site**,

we will also pay the cost of replacing any external locks on the **home**.

### ✓ 10. Visitors' contents

If you have insured your **contents** and we agree to pay a claim under this policy, we will also pay for **loss** or **damage** to visitors' contents whilst in your **home**.

### ✓ 11. Accessories and spare parts

If you have insured your **contents** and we agree to pay a claim under this policy, we will also pay you for **loss** or **damage** to your accessories and spare parts temporarily removed from your motor vehicle or any craft that floats or travels on water while the accessories and spare parts are in your **home**.

## **X** What we do not cover

We will not pay these costs if you have not insured your **contents**.

**X** any more than \$1,000 total for external locks.

We will not pay these costs if you have not insured your **contents**.

**X** any more than \$750 for visitors' **contents**.

We will not pay these costs if you have not insured your **contents**.

We will also not pay for visitors' **contents** if other insurance (taken out by someone other than you) exists for these **contents**.

**X** any more than \$1,000 for accessories or spare parts.

We will also not pay these costs if you have not insured your **contents**.

## ✓ What we do cover

### ✓ 12. Fraudulent use of financial transaction cards

If you have insured your **contents** and we agree to pay a claim under this policy, and someone has fraudulently used your transaction card, and you are liable for that use, then we will also pay you for any loss arising from that use.

### ✓ 13. Compensation for death or injury

We will pay you or your legal representative \$10,000 for death, quadriplegia, or paraplegia to you or a member of your **family** as a result of **fire** or the action of burglars or thieves at the **site** during the **period of insurance**.

### ✓ 14. Veterinary expenses

If you have insured your **contents**, we will also pay you the reasonable costs of veterinary expenses for your domestic pets kept at the **site** and injured as a result of a road accident during the **period of insurance**.

### ✓ 15. **Contents** away from the **site**

- ▼ If you have insured your contents, we will pay for **loss** or **damage** to your **contents** caused by an event not excluded by the policy while they are away from the **site**, but within Australia or New Zealand.
- ▼ We will pay for unspecified **high risk items**, photographic and portable electrical or portable electronic equipment not caused by any of the excluded events while they are away from the **site** but limited to:
  - \$1,000 per item, and
  - the *most* we will pay *in total* for *all* such items in your claim is 10% of the **sum insured** (*less* any **excess** you may have).

*Please remember*, if your **contents** come within this limitation this is the maximum amount we will pay for them. This amount replaces any other *limit* that would otherwise let you claim more than this limit does.

## **X What we do not cover**

- X** any more than \$1,000 for fraudulent use of financial transaction cards.

We will not pay these costs if you have not insured your **contents**.

Special condition:

We will make these payments for you – but *only* if you complied with all the “conditions of use” of your card.

- X** we will not pay you or your legal representative more than \$10,000 in any one **period of insurance**.

We will not pay these costs if you have not insured your **contents**.

- X** any more than \$300 in any one **period of insurance** for these veterinary expenses.

We will not pay these costs if you have not insured your **contents**.

- X** we will not pay you for the **loss** or **damage** to your **contents** caused by **storm** or rain or **flood**, or theft or attempted theft, unless:

- ▼ the **loss** or **damage** occurs in the part of any residential building, boarding house, motel, hotel, club, nursing home or hospital where you are temporarily residing.

We will also not pay for **loss** or **damage** to:

- ▼ your contents while they:
  - are in transit to or in transit from or in commercial storage
  - are in transit during a permanent removal
  - have been away from the **site** for more than 90 consecutive days
  - have been removed permanently from the **site**





# Place of loss or damage

## When we pay

You can claim for **loss** or **damage** to your **contents** only if they are stolen, destroyed or **damaged** while at any of these places:

- ▼ the **site** in Australia, or
- ▼ your **new residence** in Australia – but only if the **contents** are stolen, destroyed or **damaged** or within 14 days of you first moving them there. If you want the **contents** at your **new residence** to remain insured after that 14 days, you must ask us to change the insured address on the **schedule** to the address of your **new residence**. Otherwise, your **contents** insurance will continue to apply to the address of the **home** and **site** shown in the **schedule**, or
- ▼ away from the **site** in Australia or New Zealand.

*For example, if you buy a new **home**, we will not only continue to insure **contents** still at your old **home** for the **period of insurance**, we will also insure you – for a 14 day period – against **loss** or **damage** to **contents** you move to your new **home**. (For limits on the amount we will pay you for **contents** at your **new residence**, please see page 55).*

# How much we will pay for loss or damage

## An excess will apply to your claim

- ▼ We will apply the **excess** shown in your **schedule** to any claim made under this policy, and subtract it from the amount we owe you for a claim before we pay the claim to you. If an event occurs which results in claims being made under more than one section of this policy, then only one excess will be payable.
- ▼ If any of the limits on pages 52 to 57 apply to your claim, we will subtract the **excess** from the amount we limit your claim to.

*For example, if you have a piece of jewellery worth \$2,500 insured with us as an unspecified item and it is stolen from your **home**, and you have a \$100 **excess** – then the **most** we will pay for your claim is the limit (which for jewellery is \$2,000) less the **excess** (\$100) – which is \$1,900.*

# What we pay

## Replacing, rebuilding or repairing your home

*Please note:* although we will pay to return your **home** to its original condition when new or last renovated, we will not upgrade your **home** if you have over-insured it.

### ✓ What we will pay

If you have insured your **home** and **loss** or **damage** occurs to the home we will at our option do one of the following:

- ▼ pay the costs incurred to rebuild, replace or repair your **home** so that it is returned, as far as possible, to its condition and extent when new or, if it has been renovated, to its condition and extent when last renovated, *or*
- ▼ if the **home** is totally destroyed and you choose to replace it with a smaller **home**, we will pay the reasonable costs incurred to rebuild the replacement **home** plus a cash settlement. The cash settlement will be limited to the market value of the land and **home** before the loss or **damage** less the market value of the land and **home** after the replacement **home** has been built.

We will *only* pay these costs if you:

- ▼ start replacing, rebuilding or repairing the **home** *within 6 months* from the date on which the **loss** or **damage** occurs. If you start later than that, we will only pay you what it would have reasonably cost to replace, rebuild, or repair your **home** as at the date of the **loss** or **damage**, and
- ▼ have maintained your **home** in a **good state of repair**. If not, we will apply **depreciation** to your **home** before we pay any replacing, rebuilding or repairing costs.

## x What we will not pay

If we agree to pay a claim under this policy, we will not pay you *more* than:

- ▼ the amount of the **sum insured**, *plus*
- ▼ an amount for “related expenses – additional protection”, *plus*
- ▼ GST.

Any **depreciation** we apply is based on the age and condition of your **home**.

Wherever possible, we will match the materials used in replacing, rebuilding or repairing your **home** with those originally used. However, where it is not possible to match materials, we reserve the right to pay for the nearest equivalent or similar materials.

If you decide not to replace, rebuild or repair your **home** and we agree, we will pay you:

- ▼ the market value of the land and **home** just before the **loss** or **damage** *less*
- ▼ the market value of the land and **home** after the **loss** or **damage** occurred.

### Limits on what we pay – home

If you have insured your **home** and we agree to pay your claim under this section, the *most* we will pay you is:

- ▼ the amount of the **sum insured** shown in your schedule, *plus*
- ▼ an amount for “related expenses – additional protection” as listed in the tables on pages 29 and 41, *plus*
- ▼ GST, *less*
- ▼ any excess.

### Limits on what we pay – contents

If you have insured your **contents** and we agree to pay your claim under this section, the *most* we will pay you is:

- ▼ the amount of the **sum insured**, *plus*
- ▼ an amount for “related expenses – additional protection”, *plus*
- ▼ GST, *less*
- ▼ any excess.

Items that form part of a set

- ▼ Where an item forms part of a set, we will only pay the replacement value of that item. We will not pay to replace the entire set.

The next section tells you what we will and will not pay for:

- ▼ carpets (see page 48),
- ▼ clothing or household linen (see page 48),

- ▼ any other **contents** items (see page 50). **Please note** that there are some *limits* on what we will pay you under this policy. You will find them listed on pages 52 to 57 of this policy.

## Repairing or replacing carpets

What is “**carpet** area”?

Below we talk about carpet area. By “**carpet**”, we mean:

- ▼ a single, unjoined piece of **carpet**, or
- ▼ pieces of **carpet** of exactly the same type that are joined to form a single piece of **carpet** in a room.

By “**room**”, we mean:

- ▼ a portion of space within your **home**, separated by walls, doors or partitions from other parts of your **home**.

## ✓ What we will pay

We will pay for:

### Repair

If we agree to pay your claim for **loss** or **damage** to carpets, we will pay the cost of repairing any **carpet** that can be **economically repaired**.

### Replacement

If the **carpet** cannot be **economically repaired** then we may choose to either:

- ▼ get you replacement **carpet**, or
- ▼ pay you the amount it would cost us to replace it.

We will try to match materials or items used in repairing or replacing, with the original item. But if this is not possible, we reserve the right to use nearest equivalent or similar materials or items.

## Repairing or replacing clothing or household linen

### ✓ What we will pay

We will pay for:

### Repair

If we agree to pay your claim for **loss** or **damage** to clothing or household linen, we will pay the cost of repairing those items that can be **economically repaired**.

### Replacement

If the clothing or household linen cannot be **economically repaired** then we may choose to either:

- ▼ get you a replacement item, or
- ▼ pay you the amount it would cost us to replace the item as depreciated. Any depreciation we apply is based on the age and condition of the item.

We will try to match materials or items used in repairing or replacing, with the original item. But if this is not possible, we reserve the right to use nearest equivalent or similar materials or items.

## x What we will not pay

We will not pay you for:

repairing or replacing **carpet** in a **room** where the **loss** or **damage** did not occur.

## x What we will not pay

We will not pay you for:

repairing or replacing clothing or household linen that only wears out.

## Repairing or replacing all other contents items

This section tells you what we will and will not pay for all other **contents** items *except* carpets, clothing and household linen.

### ✓ What we will pay

We will pay for:

#### **Repair**

If we agree to pay your claim for any other **contents** items, we will pay the cost of repairing those items that can be **economically repaired**.

#### **Replacement**

If the **contents** item cannot be **economically repaired**, we may choose to either:

- ▼ get you a replacement item, or pay you the amount it would cost us to replace the item. We will try to match materials or items used in repairing or replacing, with the original item. But if this is not possible, we reserve the right to use nearest equivalent or similar materials or items.

## **x What we will not pay**

We will not pay you for:

any more than the limits listed on pages 52 to 57 of this policy.

# Limits on what we pay

If you have insured your **contents** and we agree to pay your claim under this policy and the **contents** items you are claiming for are not specified in your **schedule**, the *most* we will pay you for those items is set out in the limits below.

The limit on what we will pay for any **contents** item may vary – depending on *where* the item is when the **loss** or **damage** occurs.

It is important that you read *all* of the limits below to work out which ones apply to your claim.

## ✓ What items we pay for

- ✓ 1. **High risk** items listed on page 20.

- ✓ 2. Office equipment.

If we agree to pay a claim under this policy for **loss** or **damage** to office equipment in your **home**, then

## **X** The most we will pay

- X** for the **loss** or **damage** to any item of jewellery, is \$2,000 for any one item, up to 20% of the unspecified **sum insured** (*less* any **excess** you may have).

For any other **high risk items** listed on page 20, the most we will pay for *each* item in your claim is \$2,000 (*less* any **excess** you may have).

*Please note*, these *limits* do *not* apply to items you have listed as *specified* items in the **schedule**. If you want to fully protect your property, you should specify *all high risk items* which have a **sum insured** exceeding \$2,000.

*Please remember*, these *limits* are the *maximum* amounts we will pay for any such **contents** items in your claim.

We may reduce these amounts if the **contents** items are:

- ▼ in the **open air** at the **site** (see limit 4)
- ▼ at your **new residence** (see limit 5), or
- ▼ away from the **site** (see related expenses – additional protection type 15)

at the time of **loss** or **damage**.

- X** is \$10,000 or 25% of the **sum insured** whichever is the lesser (*less* any **excess** you may have).

## ✓ What items we pay for

- ✓ 3. Other property used in connection with a business and tools of trade.

If we agree to pay a claim under this policy for **loss** or **damage** to other property used in connection with a business and tools of trade in your **home**, then

- ✓ 4. **Contents** in the **open air** at the **site**.

If the **loss** or **damage** to your **contents** occurs while they are in the **open air** at the **site**, and is caused by **storm** or rain or theft or attempted theft, then

- ✓ 5. **Contents** moved to a new residence while some contents are left at the **home** and **site**.

## **X** The most we will pay

- X** is \$5,000 or 10% of the **sum insured** whichever is the greater (less any **excess** you may have).

*Please remember, this limit is the maximum amounts we will pay for any such **contents** items in your claim. We may reduce these amounts if the **contents** items are:*

- ▼ in the **open air** at the **site** (see limit 4)
- ▼ at your **new residence** (see limit 5), or
- ▼ away from the **site** (see related expenses – additional protection type 15)

at the time of **loss** or **damage**.

- X** *in total* for all such **contents** items in your claim is \$2,000 (less any **excess** you may have).

*Please remember, if your **contents** come within this limitation this is the maximum amount we will pay for them.*

This amount replaces any other limit that would otherwise let you claim more than this limit does.

*For example, if your outdoor garden furniture worth \$2,500 is stolen from your backyard, the most we will pay is \$2,000 (less any **excess** you may have).*

- X** *in total* for all such **contents** items in your claim is:

- ▼ the **sum insured**, less
- ▼ the value of the **contents** still at the **home** and **site** at the date of the **loss** or **damage**, less
- ▼ any **excess** you may have,

if **loss** or **damage** to your **contents** occurs while they are at your **new residence**.

*in total* for all such **contents** items in your claim is:

- ▼ the **sum insured**, less
- ▼ the value of the contents at your **new residence** at the date of the **loss** or **damage**, less
- ▼ any **excess** you may have,

## ✓ What items we pay for

- ✓ 6. Money, financial transaction cards, **negotiable instruments** and bullion

## **X The most we will pay**

if **loss** or **damage** to your **contents** occurs while they are at the **home** or **site**.

*Please remember, if your **contents** come within this limitation this is the *maximum* amount we will pay for them. This amount replaces any other *limit* that would otherwise let you claim more than this limit does.*

*For example, if your sum insured is \$50,000 and the total value of the **contents** still at the **site** is \$30,000, the most we will pay for **loss** or **damage** to the **contents** at your **new residence** is \$20,000 (less any **excess** you may have).*

**X** in *total* for **loss** or **damage** to:

- ▼ money
- ▼ financial transaction cards (excluding fraudulent use of the transaction card – see page 38),
- ▼ **negotiable instruments**, and
- ▼ bullion (for example gold or silver bars),

is \$500 (less any **excess** you may have).

# Strata Title mortgage protection – endorsement

## About this insurance

If you are a Strata Title mortgagor and you want to protect the security for your loan – then this is the insurance for you.

This is an endorsement of the **home** and **contents** section.

When you buy this endorsement, you are not buying **home** insurance. You are only buying extra protection for your mortgagee. It is up to your Body Corporate or Owners Corporation to insure *your* interests in the building.

## Words with special meanings for this endorsement:

“**home**” for the purposes of this endorsement means your **lot** and proprietor’s fixtures.

“**lot**” means the space inside:

- ▼ the walls, ceilings and floor of your unit, and
- ▼ any garage or storage cupboard you own that belongs with the unit.

**Lot** *never* includes common property – which is the area and property owned by the Body Corporate or Owners Corporation that all occupiers of the lots in your Strata Plan can use.

“**proprietor’s fixtures**” means any structure or fixture (but *not* walls, ceilings or floor of the **lot**) that:

- ▼ is built on, or attached to your **lot** *after* the Strata Plan is registered, and
- ▼ that forms part of your **lot**.

“**Strata Title**” includes Unit Title and Stratum Title.

## When we pay

We will *only* pay for **loss** or **damage** to your **home** if:

- ▼ this endorsement is shown in the **schedule**, and
- ▼ the **loss** or **damage** is not caused by any of the excluded events (please see pages 24 to 27), and

- ▼ the Body Corporate or Owners Corporation has not, or has not sufficiently, insured the **loss** or **damage**, and
- ▼ the loss or **damage** occurs during the **period of insurance**, and
- ▼ a mortgagee cannot get back the full amount you owe it under a mortgage when it sells your **home**, and the loss or **damage** is not excluded by *any* of the general exclusions listed on pages 80 and 81.

## What we will pay

If we agree to pay your claim, the *most* we will pay a mortgagee of your **home** is the *lower* of:

- ▼ the sum insured
- ▼ the amount we must pay for that kind of **loss** or **damage** under our **home** section, or
- ▼ any amount which you borrowed under the mortgage and used to buy, renovate or add to your **home**, and which you still owe the mortgagee at the date of the **loss** or **damage**.

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# Section 2 – Personal Valuables

*This section covers you anywhere in the world for loss of or **damage** to your valuables and personal possessions, such as your jewellery, and photographic and sporting equipment.*

You may only buy this policy if you have insured your **contents** with us.

We only insure you under this policy if we show in your **schedule** that this policy applies.

## Items we insure

With this policy, you can insure:

- ▼ unspecified items (these are items we list below as unspecified items)
- ▼ specified items (these are any of the items we list below that are listed as specified items in your **schedule**), or
- ▼ a combination of both.

*Please remember, to carefully read the **limits** we apply to the amounts you can claim for **unspecified** items. These **limits** are on page 68.*

If any item you want to insure is worth more than the limit we apply to it as an unspecified item, you should insure it as a *specified* item.

## Unspecified personal valuables items

### ✓ Personal valuables means

- ✓ any of the items we list below that:
  - ▼ are owned by you, and
  - ▼ you have not listed as specified items in your schedule:
    - ▼ sporting equipment (but not equipment that is used on, in or under water or in the air, or motorised sporting equipment),
    - ▼ jewellery,
    - ▼ furs,
    - ▼ watches or travel clocks,
    - ▼ musical instruments (but not other musical equipment, or musical accessories – such as amplifiers),
    - ▼ bicycles,
    - ▼ sunglasses,
    - ▼ prescription spectacles,
    - ▼ binoculars or telescopes,
    - ▼ portable typewriters,
    - ▼ photographic equipment, or
    - ▼ portable battery powered:
      - radio receivers,
      - television sets,
      - tape recorders or cassette players,
      - record players or compact disc players,
      - DVD players or recorders,
      - mobile phones,
      - game consoles,
      - computers or personal digital organisers
      - pocket calculators or electronic diaries,
      - video recorders or video cameras.
- ✓ any of the items we list below that:
  - ▼ are owned by you, and
  - ▼ you have not listed as specified items in your schedule:

## X Personal valuables does not mean

- X any of the items we list below:
  - ▼ firearms – whether or not in working order,
  - ▼ **watercraft** or outboard motors,
  - ▼ motorised wheelchairs, golf buggies, or ride on lawn mowers and similar motorised transportation,
  - ▼ furniture or household items,
  - ▼ camping equipment,
  - ▼ films, compact discs (CD's), video compact disks (VCD's) digital versatile disks (DVD's), audio tapes or video tapes or memory cards holding audio, video or other visual data,
  - ▼ contact lenses, hearing aids, or prosthetic or dental aids,
  - ▼ projection equipment, and
  - ▼ clothing when it is being worn while playing sport or exercising.

## ✓ Personal valuables means

Clothing or related accessories

- ▼ clothing or related accessories normally worn or carried, including but not limited to shoes, handbags, wallets, briefcases and keys.

Personal money

- ▼ personal money – which means:
  - cash,
  - cheques,
  - bank and currency notes, and
  - postal or money orders.

Financial transaction cards

- ▼ financial transaction cards (where someone has fraudulently used your card and you are liable for that use).

We apply the following special conditions to financial transaction cards:

- ▼ Where a person finds or steals your transaction card and uses it fraudulently, the law may say that you must repay some or all of that amount.
- ▼ We will make these payments for you – but only if you complied with all the “conditions of use” for your card.

## Specified personal valuables items

These are items that are listed in your **schedule** as specified items.

*Please note:* If the item you want to insure is worth more than the limit we apply to it as an unspecified item (see page 68), you should insure it as a specified item.

*For example, you own a ring that is worth \$1,500. If this is not specified and it is stolen, the maximum amount you can recover (if you have bought the highest level of protection from us) is \$1,000 less any excess you may have. If you have specified the ring and it is listed in your **schedule**, you may recover up to \$1,500 less any **excess** you may have.*

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## Types of loss or damage you can claim, for personal valuables items

### ✓ When we pay

You can claim for items insured under this policy that are lost, stolen, **damaged** or destroyed anywhere in the world – but only if:

- ▼ that **loss** or **damage** occurs during the **period of insurance**, and
- ▼ that **loss** or **damage** is not excluded by any of the general exclusions we list on pages 80 and 81, and
- ▼ you have taken all reasonable care to protect the item, and
- ▼ you report the **loss**, theft, or **malicious damage** or destruction to the police as soon as possible, and
- ▼ you give us, as soon as possible, a written statement from the police saying that you reported that to them.

By “**malicious**”, we mean that the person doing the act intends the act to cause the damage or destruction.

*Please note*, you do not have to report *accidental damage* to the police.

## **x When we will not pay**

We will not pay you for **loss** or **damage** to any item under this policy if it is caused by:

- ▼ a defect in the item,
- ▼ depreciation,
- ▼ rusting or corrosion,
- ▼ dampness or weather conditions,
- ▼ any process of cleaning, repairing, altering, restoring or renovating the item,
- ▼ delay, detention, confiscation or destruction by customs officials or other authorities,
- ▼ mechanical or electrical breakdown, or
- ▼ using sporting equipment or bicycles for the purpose they were designed or made for, or
- ▼ using property in connection with a profession, business or trade.

## Limits on what we will pay

Please remember, we will subtract any **excess** you may have from the amount we limit your claim to. Please read these limits carefully:

### Unspecified items – limits

#### Personal valuables, or clothing or related accessories

The *most* you can claim *in total* for:

- ▼ personal valuables, and
- ▼ clothing or related accessories,

is the amount you choose when you buy this policy from us.

When you insure your **contents** with us, we automatically give you some insurance for unspecified items:

Automatic – We will pay a *maximum* of \$1,000 for *each* such item – up to a total of \$3,000 for *all* such items you claim for in each **period of insurance**.

If you want a higher level of cover for unspecified items under this policy, you may choose *one* of the following limits for your personal valuables, clothing and related accessories (the limit you choose will be shown in the **schedule**):

Choice 1 – We will pay a *maximum* of \$1,000 for *each* such item – up to a total of \$4,000 for *all* such items you claim for in each **period of insurance**.

or

Choice 2 – We will pay a *maximum* of \$1,000 for *each* such item – up to a total of \$5,000 for *all* such items you claim for in each **period of insurance**.

### Personal money – limits

The *most* you can claim *in total* for personal money is \$200 for each **period of insurance**.

### Financial transaction cards – limits

The *most* you can claim *in total* for your liability from another person's fraudulent use of your transaction card is \$500 for each **period of insurance**.

### Specified items – limits

The *most* you can claim for a *specified* item is the amount listed next to it in the **schedule** (*less* any **excess** you may have).

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# Section 3 – Legal Liability

## Home and Contents Legal Liability

We have designed this section to help protect you and your **family** against **legal liability** for bodily injury, death or illness to other people, or **loss** or **damage** to their property.

### What is legal liability?

**Legal liability** means either:

- ▼ a court (other than a North American court or a court applying North American law) orders you or your **family** to pay compensation because it finds that you or your **family** are legally responsible for:
  - ▼ bodily injury to, or the death or illness of, someone other than you or your **family**, or
  - ▼ **loss** or **damage** to property owned or controlled by someone other than you or your **family**, or
- ▼ we accept that you or your **family** are legally responsible for any of those things.

### Types of legal liability you can claim for

#### Home legal liability

- ✓ When we pay

We only insure you under this section if your **home** is insured with us and we show in your **schedule** that this section applies.

We will *only* pay a claim for **legal liability** if the event that gives rise to your **legal liability** is one that:

- ▼ occurs during the **period of insurance**, and
- ▼ occurs in your **home** or at the **site**, and
- ▼ you or your **family** are legally responsible for as owners or occupiers of the **home** or **site**, and
- ▼ is not excluded by any of the general exclusions listed on pages 80 and 81, and
- ▼ you and your **family** did not expect or intend the event to give rise to your **legal liability**.

## Contents legal liability

### ✔ When we pay

We only insure you under this section if your **contents** is insured with us and we show in your **schedule** that this section applies.

We will *only* pay for **legal liability** if the event that gives rise to your **legal liability** is one that:

- ▼ occurs during the **period of insurance**, and
- ▼ occurs somewhere other than the **site** or **home**, and
- ▼ does not occur in North America or any North American states or territories, and
- ▼ is not excluded by any of the general exclusions listed on pages 80 and 81, and
- ▼ you and your **family** did not expect or intend the event to give rise to your **legal liability**.

### ✘ When we will not pay

We will not pay for **legal liability** for:

- ▼ bodily injury to, or the illness or death of, **you** or your **family** or any other person who normally lives with you.
- ▼ **loss** or **damage** to any property that is owned or controlled by **you** or your **family** or any other person who normally lives with you. We will extend the liability cover to you or your **family** if **you** are the tenant and **you** or your **family** cause the **loss** or **damage** to any property that:
  - ▼ is owned by your landlord, and
  - ▼ has been left in your home for use by **you** or your **family**, or
- ▼ bodily injury to, or the illness or death of, your employees, apart from any employee you employ to do domestic work for you at the **site** or in your **home**:
  - ▼ while doing this domestic work, and
  - ▼ for whom you or your **family's legal liability** cannot be covered by Workers' Compensation Insurance only because of the way you legally pay the employee to do the domestic work, or
  - ▼ **loss** or **damage** to any property that is owned or controlled by you or your **family**, or that is owned by any of your employees.

We will also not pay for:

- ▼ **legal liability** that arises because you or your **family**:
  - ▼ are liable by contract (unless you would have had the legal liability if the contract did not exist), or
  - ▼ have accepted liability without us agreeing to it first, or
  - ▼ any penalties, fines, or punitive, exemplary, multiple or aggravated damages that you or your **family** must pay, or
  - ▼ actions that are brought against you or your **family** in a court in North America or any court that applies North American law.

We will not pay if the **legal liability** of you or your **family** arises:

- ▼ because you or your **family** own or occupy any land or building (*unless* the land or building is the **site** or **home** and you occupy it as tenants or lessees, or as owner of a Strata Title unit), or
- ▼ because building work that costs more than \$50,000 is being carried out on your **home**, or
- ▼ because of vibration, removal or weakening of the support of any land or building, or
- ▼ out of the use of or in connection with vehicles, lifts, **watercraft**, hovercraft, aircraft (except model aircraft) or aircraft landing areas, or  
“Vehicles” does *not* include bicycles, motorised golf buggies, wheelchairs or lawn mowers, if they do not have to be registered.
- ▼ out of or in connection with your business, profession or occupation, or  
“Business, profession or occupation” includes leasing your **home** as commercial premises but does not include part-time temporary care of a child, or leasing your **home** as a residence only.
- ▼ out of or in connection with the transmission of any disease, or
- ▼ because of the supply of drugs, or
- ▼ because of any claims in connection with contamination or pollution of the land, air or water, or
- ▼ out of or in connection with the common property where the **home** is a Strata Title unit, or  
“Strata Title” includes Unit Title and Stratum Title.

We will also not pay where you or your family's **legal liability** should be covered by Workers' Compensation Insurance.





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# Section 4 – Domestic Workers Compensation

*This policy is optional and can be taken out if you have insured your **home** or **contents** with us and it is located in NSW, WA or Tasmania.*

*We have designed this policy to protect you and your **family** against liability for injury to your domestic workers which you may have under Workers' Compensation legislation.*

This type of liability is not covered by our **legal liability** section.

## **When you may need this insurance**

You may need Domestic Workers' Compensation insurance if you employ a person to work in your **home** doing domestic work.

*For example, babysitting, cleaning, gardening or housework.*

Whether you need this policy or not will always depend on:

- ▼ your exact circumstances, and
- ▼ which State you live in.

The legislation varies from State to State, but generally speaking you may be liable to pay Workers' Compensation if the person doing the domestic work for you:

- ▼ is injured while doing this work, and
- ▼ is a worker as defined in the particular State's law.

Check with your local Workers' Compensation authority to see if you need this insurance for your circumstances.

## Types of liability you can claim for

### ✓ When we will pay

- ✓ We will pay for your **legal liability** for Domestic Workers Compensation under the relevant legislation if the event that gives rise to your liability occurs during the period of insurance.

## What we pay

### ✓ What we will pay

We will pay:

- ✓ the costs of compensation, and
- ✓ legal fees and expenses that you or your family have a legal liability for or that we incur on your behalf.

## x When we will not pay

x We will not pay for your **legal liability** relating to your profession, trade, business or occupation.

## x What we will not pay

x We will not pay:

- ▼ the costs of legal fees and expenses that you incur unless we consent to them in writing before you incur them.

# General exclusions

*Please note:* These general exclusions below apply to *all* sections of this policy.

We do *not* insure you for:

- ▼ any **loss** or **damage** intentionally caused by you or your **family** or a person acting with the consent of you or your **family**.

We also do *not* insure you for **loss** or **damage** caused by or **legal liability** arising from:

- ▼ any person or organisation who lawfully destroys or takes away your ownership or control of any property covered by your policy,
- ▼ any **loss, damage, legal liability**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **legal liability**, loss, damage, cost or expense,
- ▼ any **legal liability**, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**,
- ▼ any war, whether it has been formally declared or not,
- ▼ any hostilities, rebellion or revolution – or theft of property as a result of any of these,
- ▼ any form of land, air, water, visual or noise pollution,
- ▼ radio-activity – or the use, existence, or escape of any nuclear fuel, nuclear material or nuclear waste,
- ▼ injury including personal injury, arising, directly or indirectly, out of the inhalation of, or fears of the consequences of exposure to, or inhalation of, asbestos, asbestos fibres or derivatives of asbestos.
- ▼ that part of any **loss**, cost or expense for the cost of cleaning up, or removal of, or **damage** to, or **loss** of use of, property arising out of any asbestos, asbestos fibres or any derivatives of asbestos.

- ▼ insects, moths, termites, vermin or birds,
- ▼ gradual deterioration, wear and tear, lack of maintenance, faulty workmanship, or faulty design, rust, corrosion, mildew, wet or dry rot, rising damp, or seepage, or
- ▼ landslide, subsidence, erosion, undermining, washing away, or slippage.

## Care Card

Our Care Card is available to you, as a policyholder, and to any members of your **family** who live with you.

### What Care Card gives you

Care Card gives you immediate telephone access to our free legal and property assistance service. Care Card assistance is there when you need it – 24 hours a day, 7 days a week, 365 days a year. You may use this service as many times as you need to, as long as your contract with us is current.

### Property assistance

- ▼ If you need property assistance, whether it be for home maintenance or an emergency, just call the Care Card number and we will arrange for an experienced tradesperson to call at a time suitable to you.
- ▼ All the tradespeople we deal with have agreed to work under a Code of Practice and Conditions.
- ▼ You must pay the tradesperson, but you may be able to claim this amount from us if we have insured you for any **loss** or **damage** in question.

### Legal advice

- ▼ If you or your **family** need any initial legal advice or guidance on any personal legal matters relating to Australian law, just call the Care Card number and we can put you in touch with a Care Card lawyer.
- ▼ There are a large number of Care Card lawyers ready to help with your problem, no matter how large or small it is. Care Card lawyers are in full-time practice and are usually senior lawyers or partners of their firms.

## More information

- ▼ If you want to know more about our Care Card, please see our Care Card brochure or phone customer service on 1300 361 028.
- ▼ Vero Insurance Limited does not accept liability for the acts or omissions of any tradesperson, solicitor or service provider.

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