hutch

UNDERWRITING

HRH Insurance Policy

Product Disclosure Statement

The clear way to better cover.

CONTENTS

HRH INSURANCE POLICY 1

SUMMARY OF COVER, BENEFITS AND WHAT WE'LL PAY 3

PRODUCT DISCLOSURE STATEMENT 7

SIGNIFICANT FEATURES AND BENEFITS 11

POLICY WORDING 13

SECTION 1: BUILDING & CONTENTS 19

SECTION 2: PERSONAL LIABILITY 32

SECTION 3: CYBER 35

GENERAL EXCLUSIONS 38

GENERAL CONDITIONS 41

CLAIMS CONDITIONS 44

Document Title	Hutch Residences and Homesteads
Date Effective	16.11.26
Reference	HRH1

SUMMARY OF COVER, BENEFITS AND WHAT WE'LL PAY

This Product Disclosure Statement and Policy document contains 3 different types of cover that the Insurer offers, set out in 3 Sections. Section 1: Building & Contents; Section 2: Personal Liability; and Section 3: Cyber. There are additional Optional Covers in Section 1: Building & Contents that You can choose to tailor the Policy to Your needs.

Subject to the payment of Your Premium, We will provide the cover You have selected subject to the exclusions, conditions, limitations and Excess(es) stated in the Policy and the Schedule. The following is a summary of the types of cover available and does not form part of the terms of your insurance. You should refer to the Schedule and the relevant Sections of the Policy that You have selected for the full exclusions, conditions, limitations and Excess(es) that apply to Your insurance.

Table of Cover, Benefits and What We'll Pay

Policy Section	Cover/Benefit	What We'll Pay
Section 1: Building & Contents	**Building**	Up to the Building Sum Insured
	Contents	Up to the Contents Sum Insured unless Flexible or Fixed Limits apply, or the item is listed on the Schedule under Specified Contents
	Contents with Flexible Limits	
	1. Jewellery and Watches	$20,000 per item, pair or set; up to 25% of the Contents Sum Insured in total
	2. Collections, sets and memorabilia (such as medals, stamps and currency)	$20,000 per item, collection or set; up to 25% of the Contents Sum Insured in total
	3. Pedal Cycles	$10,000 in total
	4. Items that contain gold or silver (other than items thinly covered with gold or silver)	$20,000 per item, pair or set; up to 25% of the Contents Sum Insured in total
	5. Firearms, guns and ammunition	$5,000 in total
	6. Bags	$10,000 per item: up to $50,000 in total
	7. Furs	$5,000 per item
	8. Wine	$10,000 in total
	9. Works of Art not otherwise listed in this table	$20,000 per item, pair or set; up to 25% of the Contents Sum Insured in total
	Contents with Fixed Limits	
	1. Tools of trade and professional equipment	$5,000
	2. Money, bullion and negotiable instruments (such as cash, smart cards or vouchers)	$2,000
	3. Data stored on any computer or related storage device, used for personal use	$2,000 in total
	4. Unattached accessories or spare parts for motor vehicles, motorcycles, caravans, trailers, watercraft, aircraft, golf buggies, ride on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis or ocean skis, kayaks or canoes, kite surfing equipment, stand-up paddleboards.	$2,000 per item; $4,000 in total
	Specified Contents	Up to the per item Sum Insured shown on the schedule

Policy Section	Cover/Benefit	What We'll Pay	
Where We Cover	1. At the Insured Address	Up to the Sum Insured	
	2. In the Open Air	Up to the Sum Insured. Where the Contents loss or Damage is as a result of Theft, Flood, Storm or Storm Surge, up to 10% of the Contents Sum Insured.	
	3. Away From the Insured Address	Up to the Sum Insured	
	4. In Storage	Lesser of $100,000 or 25% of Sum Insured	
Section 1: Building & Contents **Additional Benefits**	1. Sums Insured Inflation	Building and Contents Sums Insured increased by 0.5% monthly	
	2. Costs Escalation and Additional Catastrophe Cover	Up to 15% above the Building Sum Insured (50% for a declared catastrophe); up to 10% above the Contents Sum Insured	
	3. Removal of Debris	Up to 20% of the Building or Contents Sum Insured (as is relevant to the Damage)	
	4. Professional and Statutory Authority Fees	Up to 15% of the Building Sum Insured	
	5. Meeting Building Regulations	Up to $50,000	
	6. Temporary Accommodation	A maximum period of 24 months capped at 20% of the Buildings Sum Insured if Building cover purchased, or 20% of the Contents Sum Insured if Building cover not purchased	
	7. Landscaping	Up to $5,000	
	8. Removal of Fallen Trees	Up to $5,000	
	9. Protection & Minimisation of Imminent Damage	Up to $5,000	
	10. Mortgage Discharge Fees	Up to $5,000	
	11. Replacing Important Documents	Reasonable costs	
	12. Storage of Undamaged Contents	Up to 20% of the Contents Sum Insured	
	13. Building Materials	Lesser of $350,000 or 10% of Building Sum Insured, or the lesser of $50,000 or 25% of Contents Sum Insured if Building cover not purchased	
	14. Environmental Improvements	Building	Contents
		Up to $5,000	At least 3-Star Energy Rating minimum replacement for specified appliances
	15. Excess Waiver for Total Loss	Excess Amount	
	16. Counselling	Up to $1,000	
	17. Extra Cost of Reinstatement of Your Building	Building	Contents
		Up to $50,000	N/A

Policy Section	Cover/Benefit	What We'll Pay	
	18. Emergency Services & Fire Extinguishment	Up to $2,000	
	19. Detecting Leaks	Building	Contents
		Within the Building Sum Insured	N/A
	20. Professional Equipment	Up to $25,000	
	21. Hired Marquees	Up to $25,000	
	22. Renewable Energy and Battery Systems	Lost feed-in income and extra electricity costs; generator hire up to $5,000; battery isolation and disposal — up to $25,000 per Event	
	23. Water Tanks, Bores and Water Supply	Replacement water up to $5,000 (no Excess); increased metered water charges up to $10,000; alternative water supply up to $10,000	
	24. Renovations and Building Works	Cover continues for works up to the lesser of $500,000 or 20% of Building Sum Insured; Sum Insured increases with completed works up to 20%	
	25. Landslide or Subsidence	Within Building Sum Insured or Contents Sum Insured	
	26. Incidental Business and Farming	Within Building Sum Insured or Contents Sum Insured	
Section 1: Additional Covers	1. Mechanical or Electrical Breakdown	The lesser of the repair or replacement cost, part of the Building Sum Insured	
	2. Pet Cover	Up to $1,000	
	3. Replacement of Keys and Locks	Reasonable costs up to $5,000	
	4. Food, Medication or Wine Spoilage	Reasonable costs, up to $5,000 for spoiled food and $10,000 for spoiled Wine	
	5. Selling Your Home	Until settlement, purchaser insures, or Policy cancellation	
	6. Security Attendance Fees	Up to $2,500	
	7. Denial of Access or Forced Evacuation	Up to 90 days	
	8. Moving Your Contents to a New Address	Up to Contents Sum Insured	
	9. Purchasing a new home	Up to the Buildings Sum Insured; 30 days	
	10. Contents at your new address	Up to Contents Sum Insured; 30 days dual-location	
	11. Identity Theft	Up to $75,000	
	12. Credit Cards, Forgery and Counterfeiting	Up to $30,000	
	13. Contents of Invited Guests	Up to $3,000 any one Claim	
	14. Tax Audit Fees	Up to $5,000	
	15. Fumigation and Clean Up Costs	Up to $10,000	

Policy Section	Cover/Benefit	What We'll Pay
	16. Modifications to the Building	Up to $25,000
	17. Golfers' Cover	Up to $15,000 for damage to others property if You are not otherwise covered under Section 2. Third party damage; $1,000 hole in one
Section 2: Personal Liability	For Compensation You are liable to pay another party for Property Damage or Personal Injury occurring anywhere in the world, whether or not connected with Your ownership or occupation of Your Building or Contents.	Up to the Section 2 Limit of Liability
Section 2: Personal Liability **Additional Benefits**	1. Defence Costs	Legal costs and disbursements incurred with Our prior consent.
	2. Legal Costs	Reasonable and necessary costs incurred with Our prior consent.
	3. Expenses	Reasonable and necessary expenses incurred with Our prior consent.
	4. Interest after Judgment	Interest as required on amounts We are liable to pay.
	5. Court Appearance Stipend	$250 daily stipend when You are required by Us to attend court as a witness up to $10,000 in any one Policy Period
	6. Motor Vehicle Liability	Unregistered vehicles, mobility devices and domestic trailers as listed; passenger and at-address cover for registered vehicles
	7. Committee Membership	Up to $1,000,000
	8. Damage to the Property of Others	Up to $15,000 per Occurrence, irrespective of legal liability
	9. Incidental Business and Farming	Up to the Section 2 Limit of Liability
Section 3: Cyber	1. Cyber Crime 2. Cyber Extortion 3. Cyber Breach 4. Data Restoration 5. Cyberbullying	Loss of Funds and reasonable and necessary costs up to the Section 3 Limit of Liability, per Event

PRODUCT DISCLOSURE STATEMENT

Product Disclosure Statement

This document is a Product Disclosure Statement (PDS) for the Hutch Underwriting Residences and Homesteads (HRH) Insurance Policy. This PDS has been prepared to assist You in understanding home insurance and making an informed choice about Your insurance requirements.

This PDS includes information about Policy features, benefits, risks and costs, including Your rights and obligations in relation to the Policy. Please read the document carefully, together with Your Schedule.

This document was prepared by Hutch Underwriting Pty Ltd on 16 November 2026. The Insurer is the issuer and has authorised the distribution of this PDS.

This PDS is an important document about insurance. It explains what is and what is not covered under the insurance Policy and your and our obligations. The terms and conditions of insurance cover are contained in the Policy.

To check the Policy meets your needs, you need to understand if the limits, type and level of cover are appropriate for you. You should read this PDS and the Policy carefully before deciding to take out the insurance cover.

The information in this PDS does not take into account your personal objectives, financial situation or needs. It contains general information only and should be read in conjunction with the Policy wording.

In deciding whether this insurance is right for you, you should consider the information in this PDS having regard to your own personal circumstances and, if necessary, seek independent professional advice from an insurance broker.

About Hutch Underwriting

Hutch Underwriting Pty Ltd ABN 84 655 256 134 authorised representative number 001 296 345 (Hutch Underwriting) is an authorised representative of CoverRadar Group Pty Ltd ABN 14 641 225 809, AFS Licence number 523647 of 7-15 Macquarie Place, Sydney, NSW 2000.

CoverRadar Group Pty Ltd (CRG) holds an Australian Financial Services Licence (AFSL) issued by the Australian Securities and Investments Commission.

The AFSL authorises CRG, and its representatives (including Hutch Underwriting), to deal in general insurance products and to provide a claims handling and settlement service. As the AFSL holder, CRG is responsible for the conduct of its representatives, including Hutch Underwriting.

Hutch Underwriting issues and manages Your insurance Policy and acts on behalf of the Insurers, being certain underwriters at Lloyds, led by Arch Managing Agency Limited, Syndicate 2012.

This means that when issuing this Policy, Hutch Underwriting will be acting on behalf of the Insurers, not for You.

Hutch Underwriting contact details are:

Postal Address: 7-15 Macquarie Place

Sydney, NSW 2000

Telephone: 1300 256 056

Email: help@hutchunderwriting.com.au

Your insurance broker will arrange this insurance for You on Your behalf. If You have any questions or need any further information concerning Your insurance, You should contact Your insurance broker to assist You with Your inquiry. You should direct all of Your correspondence to Hutch Underwriting through Your insurance broker.

About the Insurer

This Policy is insured by certain underwriters at Lloyd's, led by Arch Managing Agency Limited, Syndicate 2012. The definitive numbers and the proportions underwritten by the Lloyd's underwriters can be supplied on application. In consideration of the premium specified in the Schedule, the underwriters are bound, severally and not jointly, each for their own part and not one for another, their executors and administrators, to insure in accordance with the terms and conditions contained in the Policy or any endorsement.

About Lloyd's

Lloyd's is the world's leading insurance and reinsurance marketplace. Through the collective intelligence and risk-sharing expertise of the market's underwriters and brokers, Lloyd's helps to create a braver world.

The Lloyd's market provides the leadership and insight to anticipate and understand risk, and the knowledge to develop relevant, new and innovative forms of insurance for customers globally.

It offers the efficiencies of shared resources and services in a marketplace that covers and shares risks from more than 200 territories, in any industry, at any scale.

Additionally, it promises a trusted, enduring partnership built on the confidence that Lloyd's protects what matters most: helping people, businesses and communities to recover in times of need.

Lloyd's began with a few courageous entrepreneurs in a coffeeshop. Three centuries later, the Lloyd's market continues that proud tradition, sharing risk in order to protect, build resilience and inspire courage everywhere.

Visit www.lloyds.com for more information.

Duty Not to Misrepresent

Before You enter into this contract of insurance, You have a duty to take reasonable care not to make a misrepresentation to Us under the Insurance Contracts Act 1984. The duty applies until We first agree to insure You, and where relevant, until We agree to any subsequent variation, extension, reinstatement or renewal (as applicable).

When answering our questions in the Proposal or making changes to your Policy or at renewal, You have a duty to take reasonable care not to make a misrepresentation to Us.

You, and any other insured person(s), must answer our questions with relevant and complete information and You must not misrepresent any information that You give to Us. You have the same duty in relation to anyone else whom You want to be covered by the Policy.

If You fail to comply with this duty and We would not have entered into this Policy for the same Premium and on the same terms and Conditions expressed in this Policy, We

may decline your claim, or reduce the amount we pay on your claim. We may also cancel Your Policy.

If Your failure to comply is fraudulent, We may refuse to pay your claim and treat this Policy as never having been in existence.

Cooling-Off Period

If this Policy does not meet Your requirements, You can cancel the Policy within twenty-one (21) days from the date the Policy commenced by sending a written notice to us that the Policy is not required.

You will receive a full refund of the Premium provided You have not made a claim under the Policy.

About this insurance

This Policy is designed to cover the home of owner-occupiers. You can choose to cover Your Building, Contents or both.

The Policy also includes a range of Additional Benefits and Optional Covers as well as certain legal liability cover (Section 2) and cyber cover (Section 3).

This Policy is not a substitute for maintenance of Your Building or Contents. If the Policy is purchased, then We insure Your Building or Contents, or both, on the basis that they are in good condition.

You should read this PDS in full and ensure that You understand what the Policy does and does not cover and Your obligations in relation to it.

Your insurance broker

Where You decide to take out a Policy issued by Us, You must do so through Your insurance broker.

Your insurance broker is acting as Your agent when arranging Your Policy, and is not acting on Hutch Underwriting's behalf or on behalf of the Insurer.

While Your insurance broker is not acting on behalf of Hutch Underwriting or the Insurer, We may pay Your insurance broker a commission when they arrange for the issue of a Policy to You. The commission We pay to Your insurance broker is paid by Us out of the Premium You pay for the issue of Your Policy.

Calculating your Premium

The Premium amount represents the price to purchase Your Policy. We take a number of factors into account when calculating Your Premium. The annual Premium payable by You will be shown in Your Policy Schedule. Premiums are subject to applicable Commonwealth and State taxes and charges.

There are a number of significant factors which impact generally when calculating Your Premium. These can include:

- the Sums Insured under each chosen Section;
- the location of the subject Building and Contents;
- the age and construction type of Your Building;
- the options You have selected in respect of Your Building and Contents;
- Your claims history.

The Premium also includes amounts payable in respect of compulsory government charges including Stamp Duty, GST, any Fire Service Levy (where applicable) and any applicable administration fee (as shown in Your Schedule).

Paying your Premium

You should make arrangements to pay Your Premium through Your insurance broker. You are not able to make Premium payments to Us directly.

Policy Schedule and documentation

When You decide to take out a Policy issued by Us, You will be provided with a Policy Schedule. The Schedule will confirm the Sections of cover that will apply, including any optional cover You have selected, Your Sums Insured, Premium, Excesses (including any Special Excesses), and any endorsements and limits.

You will also be provided with a copy of this PDS and Policy wording, and any supplementary documentation that We need to send You from time to time.

The Policy Schedule, PDS and Policy wording, and any other documentation, will be provided to your insurance broker on Your behalf, rather than directly to You.

How to make a Claim

The Insured or any person entitled to claim under this Policy must give Us written notice of any event which is likely to give rise to a claim as soon as is reasonably practicable.

You must meet the requirements for making a claim which are explained in the section Claims Conditions section of the Policy wording.

To report a claim, please contact Your broker.

You can also reach the Claims Team via:

Telephone Number: 1300 256 056

Email: claims@hutchunderwriting.com.au

Web: hutchunderwriting.com.au/claims

Please quote the policy number (as shown on the Schedule) on all correspondence.

For emergencies after hours please visit our website for details of make safe contractors.

Reporting a claim to Us shall be deemed notice to the Insurers.

We recommend that You also advise Your insurance broker or intermediary of any incident as soon as reasonably practicable.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

Complaints and Dispute Resolution

If You have any concerns or wish to make a complaint in relation to this Policy, Our services or Your insurance claim, please let Us know and We will attempt to resolve Your concerns in accordance with our Internal Dispute Resolution procedure.

Please contact:

Complaints Officer

Hutch Underwriting Pty Ltd

Telephone: 1300 256 056

Email: complaints@hutchunderwriting.com.au

We will acknowledge we have received your complaint and aim to resolve the complaint to your satisfaction.

A complaint decision will be provided to you within 30 calendar days. If we are unable to meet this timeframe we will inform you of the reason for the delay.

If your complaint is not resolved to your satisfaction, or you do not receive a complaint decision within 30 calendar days of the date on which you first made the complaint, you can refer your complaint to the Australian Financial Complaints Authority (AFCA).

AFCA can be contacted as follows:

Telephone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3 Melbourne VIC 3001

Website: www.afca.org.au

AFCA services are provided to you free of charge. Your complaint must be referred to AFCA within 2 years of the complaint decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may have access to other external dispute resolution options.

The Underwriters participating on this Insurance agree that:

(i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice, and the Underwriters will submit to the jurisdiction of any competent Court within the Commonwealth of Australia;

(ii) service of any originating process upon the Lloyd's Underwriters may be affected upon:

Lloyd's Underwriters' General Representative in Australia

Post: PO Box R1745

Royal Exchange NSW 1225

Email: serviceofsuitaus@lloyds.com

who has authority to accept service on the Lloyd's Underwriters' behalf until the appointment of another agent for service which is notified to the insured;

(iii) if a suit is instituted against "Certain Underwriters at Lloyd's subscribing this policy", it is binding on all Lloyd's Underwriters participating on this Insurance as if they had each been individually named as a defendant.

In the event of a claim arising under this Insurance notice should be given as soon as reasonably practicable to:

The Claims Manager

Telephone: 1300 256 056

Email: claims@hutchunderwriting.com.au

Web: hutchunderwriting.com.au/claims

Privacy Statement

We will collect personal information when You deal with us, Our agents, other companies in Our group, certain underwriters at Lloyd's, or suppliers acting on Our behalf.

We use Your personal information so We can do business with You, which includes issuing and administering Our products and services and processing claims.

Sometimes We might send Your personal information overseas. The locations We send it to can vary but include Singapore, the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

By asking Us to assist with Your insurance needs, You consent to the collection and use of the information You have provided to Us for the purposes described above.

Our privacy policy describes in detail where and from whom We collect personal information, as well as where We store it and the full list of ways We could use it. To get a free copy of it please visit hutchunderwriting.com.au/privacy

It's up to You to decide whether to give Us Your personal information, but without it We might not be able to do business with You, including not paying Your claim.

Simply contact the Hutch's Privacy Officer on the details below if You would like to:

- access the personal information Hutch holds about You;
- update or correct the information Hutch holds about You;
- discuss Your privacy concerns; or
- be removed from the mailing list to receive information about Hutch products and services.

The Privacy Officer

Hutch

7-15 Macquarie Place, Sydney, NSW, 2000

Telephone: 1300 256 056

Email: help@hutchunderwriting.com.au

Our Privacy Policy can be found online at hutchunderwriting.com.au/privacy

Confirmation of Transactions

If You need to clarify any of the information contained in this document (including the Policy Wording) or Your Schedule, wish to confirm a transaction or you have any other queries regarding your Policy, your first point of contact is your insurance broker. However, if you would also like to contact us directly, please use the contact details above.

Updates to the information in this document

The information in this document is subject to change from time to time. For example, We may make changes to

the way Your Policy is managed which may mean that some of the information in this document may become out of date or incorrect, or needs to be amended to comply with updated legal or regulatory requirements. There may also be other circumstances that arise that mean that some of the information in this document becomes out of date or incorrect.

We will issue You with a document to update the relevant information, if the change in the information is materially adverse to You. This updated document will be provided to Your insurance broker, on Your behalf.

If the change to the information is not materially adverse to You, we will provide the updated information at hutchunderwriting.com.au. You can obtain a paper copy of the updated information, or access an electronic copy of it, on request and without charge, by contacting us.

SIGNIFICANT FEATURES AND BENEFITS

The following provides a summary of the main covers available only. You need to read the Schedule and the Policy Wording for full details of the available cover, terms, definitions, conditions, exclusions, Excesses and limits that may apply to make sure it meets Your expectations. The cover in each Section is provided only if specified as applicable in the Schedule.

There are General Exclusions and Specific Exclusions that apply to the benefits described in each Section. Read them carefully to understand the coverage provided by this insurance. All claims made under the Policy are subject to the Limits that apply to each Section as shown in the Schedule.

Section	**Cover Summary**
Section 1 – Building & Contents	**Benefits** Reinstatement of Building or Contents or both (as selected) as a result of Accidental Damage, Deliberate or Intentional Damage, Malicious Damage or Theft to the Insured Property. Optional Specified Contents cover is available. Cover available for: 1. Cover at the Insured Address 2. Contents in the Open Air 3. Contents Away From the Insured Address 4. Contents in Storage 5. Theft of Works of Art or Valuables from an Unattended Vehicle Additional Benefits for: 1. Sums Insured Inflation 2. Costs Escalation and Additional Catastrophe Cover 3. Removal of Debris 4. Professional and Statutory Authority Fees 5. Meeting Building Regulations 6. Temporary Accommodation 7. Landscaping 8. Removal of Fallen Trees 9. Protection & Minimisation of Imminent Damage 10. Mortgage Discharge Fees 11. Replacing Important Documents 12. Storage of Undamaged Contents 13. Building Materials 14. Environmental Improvements 15. Excess Waiver for Total Building Loss 16. Counselling 17. Extra Cost of Reinstatement of Your Building 18. Emergency Services & Fire Extinguishment 19. Detecting Leaks 20. Professional Equipment 21. Hired Marquees 22. Renewable Energy and Battery Systems 23. Water Tanks, Bores and Water Supply 24. Renovation and Building Works 25. Landslide or Subsidence 26. Incidental Business and Farming Additional Cover for: 1. Mechanical or Electrical Breakdown 2. Pet Cover 3. Replacement of Keys and Locks 4. Food, Medication or Wine Spoilage 5. Selling Your Home 6. Security Attendance Fees 7. Denial of Access or Forced Evacuation 8. Moving Your Contents to a New Address 9. Purchasing a New Home 10. Contents at your New Address 11. Identity Theft 12. Credit Cards, Forgery and Counterfeiting

Section	Cover Summary
	13. Contents of Invited Guests 14. Tax Audit Fees 15. Fumigation and Clean up Costs 16. Modifications to the Building 17. Golfers' Cover **Exclusions** Key exclusions include but are not limited to: • no cover for damage due to lack of maintenance, including waterproof membranes, or the failure to keep insured property in good repair. • no cover for damage due to wear and tear, or gradual corrosion or deterioration. • no cover for the cost of rectifying faulty or defective materials, workmanship, design or specifications. • no cover for cracks unless caused by a sudden and identifiable event Other exclusions also apply. For details, please refer to Section 1, and the general exclusions on page 38.
Section 2 – Personal Liability	**Benefits** Awards, judgments and legal costs for compensation claims relating to Property Damage and Personal Injury occurring anywhere in the world. Additional benefits for: 1. Defence Costs 2. Legal Costs 3. Expenses 4. Interest After Judgment 5. Court Appearance Stipend 6. Motor Vehicle Liability 7. Committee Membership 8. Damage to the Property of Others 9. Incidental Business and Farming **Exclusions** Key exclusions include but are not limited to: • no cover for compensate You for damage to property under Your physical or legal control. • no cover to compensate others for damage arising from the construction, erection or demolition of Your Building. • no cover for any fines, penalties or any punitive, exemplary, liquidated, aggravated or additional damages (including interest and costs) imposed on You. • no cover to compensate others for damage to property owned, leased or hired by, or rented or loaned to, You, or for damage to property that is otherwise in your care, custody or control. Other exclusions also apply. For details, please refer to Section 2, and the general exclusions on page 38.
Section 3 – Cyber	**Benefits** 1. Cyber Crime: Loss of Funds and reasonable costs incurred due to Cyber Crime, including Social Engineering Fraud, Cyber Attack, phishing, phreaking or other cyber fraud. 2. Cyber Extortion Costs: reasonable costs incurred as a result of Cyber Extortion 3. Cyber Breach Costs: reasonably costs incurred as a result of a Cyber Breach of Personal Information 4. Data Restoration Costs: reasonable and necessary costs of recovering and replacing data, media and software following a Cyber Attack 5. Cyberbullying: reasonable costs incurred from a Cyberbullying Event **Exclusions** Key exclusions include but are not limited to: • no cover for bank transfers unless You have confirmed the payee / transferee details via your Financial Institution, or via a phone call with the transferee using a verified phone number • no cover for loss of Funds unless the loss is reported to, and verified by the police, Your Financial Institution and any relevant credit reporting body. Other exclusions also apply. For details, please refer to Section 3, and the general exclusions on page 38.

POLICY WORDING

POLICY OPERATION

This agreement consists of the Schedule, the Proposal, this Policy wording, and any endorsements. Cover is provided during the Policy Period subject to the terms of this agreement, including any terms regarding the payment of Premium by You.

The Policy wording includes:

- General definitions, which apply across the Policy, as well as specific definitions applying to each Section, which only apply to that Section.
- General conditions, which set out Your responsibilities under this Policy, and specific conditions applying to each Section which only apply to that Section.
- General exclusions and claims conditions, which apply to any claim made under this Policy, as well specific exclusions and the basis of cover applying to each Section.

Our Agreement with You

Subject to receiving Your payment of the Premium set out in the Schedule, We agree to provide the insurance, as confirmed in Your Schedule and detailed in this Policy Wording.

If you make a claim, We will not pay more than the Sums Insured or Limits of Liability or Sub-Limits of Liability shown in the Policy Schedule or Section unless We have stated that there is an Additional Limit or Additional Cover extension applying to a particular section.

INTERPRETATION

In this Policy, unless the context otherwise requires:

1. The singular includes the plural and the plural includes the singular.
2. If a word or expression is given a definite meaning, any part of speech or other grammatical form of that word or phrase has a corresponding meaning.
3. References to an amount of money are references to that amount in Australian dollars.
4. Headings are included for reference purposes only and do not form part of the Policy for interpretation.
5. References to:
    a. statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws, ordinances and statutory instruments made under those statutes,
    b. sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes.

DEFINITIONS

In this Policy there are words that have a special defined meaning. These words begin with a capital letter.

For those words that apply to only one Section of cover under the Policy, their special meaning and definition which apply under that Section are separately described in that Section of the Policy.

Those words that have a special meaning that apply to all Sections of the Policy, referred to as General Definitions, are set out and defined below:

GENERAL DEFINITIONS

Accidental Damage means

Damage to Insured Property caused by an Event, which Damage is neither Deliberate or Intentional Damage nor Malicious Damage.

Act of Terrorism means

any act, including but not limited to the use of force or violence and/or threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, which from its nature or context is done for, or in connection with any political, religious, ideological or similar purpose or reason, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Additional Benefit means

a benefit described under the heading 'Additional Benefits' or 'Additional Benefit' in a Section of this Policy. Unless the benefit states otherwise, an Additional Benefit is payable in addition to the Sum Insured or Limit of Liability for that Section, up to the amount stated for the benefit.

Additional Cover means

a cover described under the heading 'Additional Covers' or 'Additional Cover' in a Section of this Policy. Unless the benefit states otherwise, an Additional Cover is payable in addition to the Sum Insured or Limit of Liability for that Section, up to the amount stated for the Cover.

Aircraft means

any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space, including drones or any remote control model aircraft.

Bags means

a portable container made of leather, plastic, or other material, usually with a handle or handles, designed to carry, store or organise personal belongings, or other items.

Building means

any of the items listed below that are located at the Insured Address:

1. dwelling used entirely as a place of residence;
2. domestic outbuildings, including garages, carports and sheds;
3. walls, gates and fences;
4. ducted air conditioners, intercom systems, stoves, ovens, hotplates, and hot water systems;
5. built-in cupboards and bathroom fittings;
6. awnings and blinds that are external of the dwelling;
7. satellite dishes and antennas used for receiving radio and/or television signals;
8. fixtures and improvements, including fixed coverings to walls, floors (including installed floating floorboards) and ceilings;

9. swimming pools; tennis courts, marinas, wharves, docks, jetties, pontoons or similar structures which are used for non-commercial purposes and at which fuel is neither stored nor distributed; or
10. services such as electricity and water located at the Insured Address, which are owned by You or for which You are responsible or liable to repair or replace or liable to pay to repair or replace;
11. solar photovoltaic systems, solar hot water systems, inverters, home battery storage systems, electric vehicle charging equipment, standby generators and any wind or geothermal power-generating equipment, in each case permanently installed at the Insured Address; and
12. water tanks, rainwater harvesting systems, bores, wells and bore pumps, pressure pumps, irrigation systems, septic and wastewater treatment systems and grey water recycling systems, in each case permanently installed at the Insured Address.

Building does not include:

1. carpets or carpet underlay however fixed;
2. vinyl and cork or other flooring material which is not fixed with an adhesive;
3. temporary wall, ceiling or floor coverings;
4. internal window coverings including curtains and blinds;
5. Contents or Specified Contents as defined in this Policy;
6. any building used for any business or trade, other than an incidental business conducted in a building at the Insured Address as provided for in Additional Benefit 26 – Incidental Business and Farming;
7. any temporary building or structure;
8. water in tanks, other than as provided under Additional Benefit 23 – Water Tanks, Bores and Water Supply;
9. any hotel, motel, nursing home or boarding house;
10. any caravan, whether fixed to the Insured Address or not;
11. any block of Units unless specifically endorsed on the Schedule;
12. a building or structure in the course of demolition or that is pending demolition, or in the course of construction other than as provided under Additional Benefit 24 – Renovations and Building Works;
13. light fittings which are not built or wired into the electrical wiring;
14. Landscaping;
15. air conditioners that are not permanently mounted, clothes dryers, washing machines, microwave ovens and any other appliances or devices that are not wired into the electrical wiring or permanently mounted.

Cash Settlement Value means

the fair and reasonable cost to reinstate, replace or repair the Insured Property following the claim.

Computer Equipment means

computer hardware, operating system, computer network and other equipment containing or comprising any computer technology.

Contents means

the items listed below which are normally stored at the Insured Address and which are owned by You or for which you are legally liable:

1. household goods, including fridges, washing machines and dryers;
2. personal effects, including clothing, shoes, manchester, medical aids, glasses and hearing aids;
3. portable electrical appliance or electrical equipment including but not limited to music players or game devices
4. Computer Equipment, photographic, video and home theatre equipment, and other portable electronic items, used for private and domestic purposes;
5. musical instruments, other than those used for earning an income;
6. sporting and recreational equipment whilst not in use;
7. swimming pools, saunas and spas not built in, and their accessories;
8. carpets, rugs, curtains and internal blinds;
9. furniture and furnishings that are not built in;
10. if You own a Unit, the internal paintwork, wallpaper and any fixture or structural improvement within or attached to the Unit which the body corporate is not required by law to insure;
11. surfboards, surf skis, sailboards, kayaks and canoes, kite surfing equipment, paddleboards;
12. motorcycles up to 250cc / 20kW not requiring registration, motorised golf buggies, ride-on mowers, mobility scooters, wheelchairs and remote controlled model or toy motor vehicles;
13. watercraft up to 4m long that do not require registration under state or territory laws;
14. e-scooters and e-bikes that meet state or territory laws, regulations or rules, have not been modified and do not require registration under state or territory laws;
15. drones and model aircraft under 50kg and 1.5m wingspan;
16. the following items, which are subject to the limits shown in the Contents with Flexible Limits section below:
    a. items that contain gold or silver (other than items thinly covered with gold or silver);
    b. Jewellery and Watches;
    c. Pedal Cycles;
    d. collections, sets and memorabilia, such as medals, stamps and currency;
    e. Works of Art not otherwise listed above;
    f. Firearms, guns and ammunition;
    g. Bags;
    h. Furs;

i. Wine;

17. the following items, which are subject to the limits shown in the Contents with Fixed Limits section below:

    a. tools of trade and equipment used for earning an income;

    b. money, bullion and negotiable instruments (such as cash, smartcards or vouchers);

    c. data stored on any computer or related storage device, used for personal use;

    d. Unattached accessories or spare parts for:
    - motor vehicles or motorcycles
    - caravans or trailers
    - watercraft
    - aircraft
    - golf buggies
    - ride on mowers
    - mobility scooters
    - wheelchairs
    - surfboards
    - sailboards
    - surf skis or ocean skis
    - kayaks or canoes
    - kite surfing equipment
    - stand-up paddleboards.

Contents does not mean or include:

1. fish, birds or animals of any description;
2. Landscaping;
3. any caravan or trailer;
4. vehicles of any kind including but not limited to motorcycles over 250cc / 20kW or requiring registration;
5. watercraft over 4m or requiring registration
6. Pedal cycles while they are in use for competitive racing or pace-making;
7. e-scooters or e-bikes that have been modified, require registration, or do not meet state or territory laws, regulations or rules
8. jet-skis;
9. aircraft other than drones and model aircraft under 50kg and 1.5m wingspan
10. any property illegally in your possession; stored in a dangerous or illegal way; or any equipment connected with growing or creating any illegal substance;
11. any commercial or retail trade stock;
12. unfixed building materials other than as provided under Additional Benefit 13 – Building Materials;
13. accessories or spare parts associated with any of the above listed items;
14. anything defined as Building or any part of Building.
15. anything not included in the definition of Contents above.
16. anything valued in excess of the Contents with Flexible Limits and Contents with Fixed Limits (as described in Section 1 – Building and Contents), unless insured as Specified Contents listed in the Schedule with a corresponding Sub-Limit or Sum Insured.

Cyber Event means

a Cyber Crime, a Cyber Extortion Event, a Cyber Breach of Personal Information, a Cyberbullying Event or a Cyber Attack, as detailed in Section 3 – Cyber.

Damage or Damaged means

any direct physical loss, physical destruction, or physical damage to Insured Property from any sudden cause not otherwise excluded by this Policy.

Deliberate or Intentional Damage means

Damage resulting from an act done without Your permission and with the full knowledge that the action will alter the current state of the property, but done without any malice, vindictiveness or spite.

Deliberate or Intentional Damage does not include:

1. neglect, carelessness, poor housekeeping or unhygienic living habits;
2. Damage occurring as a result of maintenance, repairs or attempted repairs carried out by You or anyone acting on Your behalf;
3. Damage caused by the failure of any person to control their children;
4. Damage caused by animals belonging to You or Your visitors
5. Theft or damage caused by theft;
6. Accidental Damage;
7. Malicious Damage; or
8. any scratching, denting, chipping, rubbing or chafing.

Depreciation means

the reduction in value, as assessed by Us, between the value of an item immediately before the Damage occurred and its value immediately after it has been repaired or restored.

Electronic Data means

facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

Emergency Services means

police, fire brigade, ambulance or others acting under their control.

Event means

a happening or an incident not intended or expected to happen which occurs during a particular interval of time and causes or results in Damage or Theft, or a series of Damage or Thefts happening from that one Event, that is claimable under Section 1 of this Policy.

Excess / Excesses means

the amount that You are required to contribute towards each and every Event, Occurrence or Cyber Event that causes loss or damage insured by this Policy. The Excesses applicable for the different types of cover provided under each Section of the Policy are detailed in this PDS and specified in the Schedule.

Family means

1. Your spouse, partner or de-facto;
2. Your parents, parents-in-law and grandparents;
3. Your children, grandchildren, brothers and sisters, including their respective spouse, partner or de-facto; or
4. the children, parents, parents-in-law, grandparents, grandchildren, brothers and sisters of Your spouse, partner or de-facto.

Fixtures and Improvements means

any item which is permanently attached to or fixed to the Building so as to become legally part of it including any structural improvement made to an existing part of the Building.

Flood means

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

1. a lake (whether or not it has been altered or modified);
2. a river (whether or not it has been altered or modified);
3. a creek (whether or not it has been altered or modified);
4. another natural watercourse (whether or not it has been altered or modified);
5. a reservoir;
6. a canal;
7. a dam.

Funds means

Money, securities, negotiable instruments or other tangible property held in Your personal bank, savings, transaction, credit card or other accounts with a Financial Institution. It does not include any virtual or crypto currency or any other electronic currency not authorised by a sovereign government as part of its currency.

Furs means

garments made of, trimmed in or consisting principally of fur.

Fusion means

the process of fusing or melting together the windings of an electric motor as a result of Damage to the insulating material as a result of overheating caused by electric current.

Insured Address means

the address shown in the Schedule where the Insured Property is located.

Insured means

the Insured Name as listed in the Schedule.

Insured Property means

the Building or Contents, or both Building and Contents, located at the Insured Address, which is/are insured under the Policy as set out in the Schedule.

Insurer means

certain underwriters at Lloyd's, led by Arch Managing Agency Limited, Syndicate 2012.

Jewellery and Watches means

watches and items of personal adornment containing gemstones, silver, gold, platinum or other precious metals or alloys. This also includes costume jewellery.

Landscaping means

trees, shrubs, plants, lawns or rockwork.

Landslide means

the sudden movement of a mass of earth, rock or debris down a slope.

Land Value means

the value of the land at the Insured Address ascertained by reference to the sum certified by the Valuer General as the value of that land and after due allowance has been made for any circumstances that affects the certified value of that land had the damage to the Insured Property not occurred.

Limit of Liability means

the limit of Our total liability for any one loss or series of losses arising out of one Event, Occurrence or Cyber Event that is applicable to a Section of the Policy as specified in the Schedule.

Malicious Damage means

Damage resulting from a wrongful act by a person motivated by malice, vindictiveness or spite with the intention to damage Insured Property, but does not include:

1. neglect, carelessness, poor housekeeping or unhygienic living habits;
2. Damage occurring as a result of maintenance, repairs or attempted repairs carried out by You or anyone acting on Your behalf;
3. Damage caused by the failure of any person to control their children;
4. Damage caused by pets or other animals belonging to You or Your visitors;
5. Theft or damage caused by Theft;
6. Deliberate or Intentional Damage;
7. Accidental Damage; or
8. any scratching, denting, chipping, rubbing or chaffing.

Market Value means

the amount for which an item of Specified Contents could reasonably be expected to be sold in the relevant market for that type of item, between a willing buyer and a willing seller, immediately before the Damage occurred, as determined by market data or an independent assessor or valuer.

Mechanical or Electrical Breakdown means

any sudden and unforeseen physical loss or damage to an item of equipment or machinery that involves:

1. Fusion of an electric motor; or
2. breakdown, seizing, deformation or explosion of any part of the equipment or machinery,

which is sufficient to prevent the equipment or machinery undertaking its normal operation.

Money means

current and valid coins, bank notes, cheques, other negotiable instruments, currency notes, postal orders, money orders and unused postage and revenue stamps.

Occurrence means

in respect of the cover provided under Section 2: Personal Liability, an event or series of continuous events which result in Personal Injury or Property Damage that is neither anticipated nor intended by You. All events of a series consequent on or attributable to one source or original cause are deemed to be a single Occurrence.

Pedal Cycles means

1. bicycles;
2. electric bicycles not required to be registered under state or territory laws, with a motor not more than 200 watts continuous rated power;
3. any essential components required for the bicycles to operate (e.g. pedals, handlebars, custom wheels) whether purchased as an aftermarket part or not.

Policy means

the contract of insurance between You and Us which comprises this Policy wording, the Proposal, the Schedule and any endorsement or similar document issued by Us varying the Policy coverage.

Policy Period means

the period shown in the Schedule during which the insurance cover provided by this Policy is in place.

Policy Territory means

anywhere in the world.

Pollutants means

any solid liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Premium means

the amount You must pay Us for the cover provided under this Policy, as shown in the Schedule, including any government charges, levies and duties, and any administration fee, that apply.

Primary Residence means

the Insured Address where You live for more than half of the Policy Period and which contains most of Your personal belongings. You can only have one Primary Residence during any Policy Period.

Proposal means

the written application completed by You or another person on Your behalf (together with all accompanying information) relied upon by Us to enter into this Policy.

Restoration Costs means

the necessary and reasonable costs of repairing or restoring a Damaged Work of Art or Valuable so that, as far as possible, its original artistic, cultural or historical character and value are preserved.

Schedule means

the schedule issued with this Policy wording.

Scope of Works means

an itemised description of all work to be done to repair or rebuild, to a condition substantially the same as but not better than when new, the Damage caused to Your Building by an Event.

Section means

the sections of different cover available under this Policy as described in this document.

Special Excess means

any additional Excess specified in this Policy or in Your Schedule which will be payable in addition to the standard Excess with respect to each and every Event, Occurrence or Cyber Event insured by this Policy.

Specified Contents means

any Contents which You have told us about and chosen to insure specifically under Specified Contents and which are listed in the Schedule with a corresponding Sum Insured or Sub-Limit.

Sum Insured means

the amount for which We have agreed to provide the insurance under this Policy as described in the Schedule.

Sub-Limit means

a limit stated in this Policy or in the Schedule that applies to a particular item or category of Insured Property, or to a particular benefit or type of cost. Unless this Policy states otherwise, a Sub-Limit forms part of, and does not increase, the Sum Insured or Limit of Liability that applies.

Subsidence means

earth movement, landslip, erosion, coastal erosion, settlement of newly made up ground, or settlement caused by the bedding down of new structures.

Storm means

thunderstorm; rainwater, snow or hail; a cyclone, tornado or other violent wind; or run-off storm water as a result of a localised storm in your area.

Storm Surge means

an increase in the sea level resulting from winds or low atmospheric pressure caused by a Storm.

Theft means

the stealing or wrongful taking of Insured Property by persons other than You or a member of Your Family.

Unit means

a lot or unit that is part of a strata or company title development in terms of any applicable Act or Regulation governing strata or company title property.

Uninhabitable means

the Insured Property is:

1. not safe to live in; or
2. not fit to live in as a result of it not:

a. being connected to one or more of: electricity, gas or water, if the Building is normally connected to that service;

b. being weatherproof; or

c. having functional bathroom or kitchen facilities.

Unoccupied means

if during a consecutive period, the following did not happen:

1. You, Your Family or someone with Your consent slept and ate at the Insured Address for at least 2 consecutive nights; and

2. on those 2 nights, the Building was furnished in a comfortably habitable manner, including:

   a. was connected to electricity and hot and cold running water;

   b. contained at least one usable bed and mattress;

   c. contained a functioning refrigerator and cooking appliance;

   d. contained at least one table or bench and a chair.

Valuables means

Jewellery and Watches, Furs, pearls, precious and semi-precious stones, and articles made of gold, silver, platinum or other precious metals (other than items merely plated or thinly covered with precious metal), which are owned by You or Your Family and kept for private and domestic purposes.

Valuer General means

the state official, or independent statutory officer, who values property in the state or territory in which the Building is located.

Vehicle means

any type of machine on wheels or on caterpillar tracks made or intended to be self-propelled by mechanical power.

Watercraft means

any vessel, craft or thing made or intended to float on or in or travel on, through or under water.

We, Our, Us means

the Insurer.

Wine

an alcoholic or non-alcoholic beverage produced by the fermentation of grapes at a commercial winery.

Works of Art means

objects owned by You or Your Family and kept for private and domestic purposes to which value is attributed because of their artistic qualities, age, rarity or the fact that they form part of a collection, including paintings, etchings, pictures, tapestries, rugs, art glass windows, other bona fide works of art (for example, digital art, statues, antiques, rare books and manuscripts, porcelains, rare glass, crystal, and other items of historical value or artistic merit). Works of Art does not include Vehicles, firearms or ammunition.

You, Your and Yours means

the person(s), company(s) or trust(s) listed on the Schedule as the Insured. 'You', 'Your' or 'Yours' also includes the following people if the Insured Address is their Primary Residence:

1. Family members; and

2. in the case of a company or a trust:

   a. that company's or trust's directors, owners, trustees or beneficiaries; and

   b. their respective Family members.

SECTION 1: BUILDING & CONTENTS

BUILDINGS AND CONTENTS COVER

Your Policy Schedule will show whether You have selected cover for Your Building, Contents or both Building and Contents.

If You select cover:

1. only for Your Building, then the cover provided under Section 1: Building & Contents of this Policy will not apply to any Contents;
2. only for Your Contents, then the cover provided under Section 1: Building & Contents of this Policy will not apply to Your Building or any part of it;
3. for both Your Building and Your Contents, then the cover provided under Section 1: Building & Contents of this Policy will apply to both Your Building and Your Contents.

The cover provided will be up to the Sum Insured, the limits and the sub-limits set out in the Schedule and this wording. It is Your responsibility to nominate the Sums Insured for Your Building and Contents, and to consider whether the amounts nominated are sufficient to cover their replacement value.

Subject to all terms and conditions of this Policy, we will cover You against:

1. Accidental Damage;
2. Deliberate or Intentional Damage;
3. Malicious Damage; or
4. Theft

to Your Building or Contents occurring at the Insured Address during the Policy Period, up to the Sum Insured shown in the Schedule for Section 1, subject to the limits shown below for Contents with Flexible Limits and Contents with Fixed Limits for any particular item of Contents and in accordance with the Basis of Settlement applicable to Section 1.

Contents with Flexible Limits

The Contents items shown in the following table are subject to the flexible limits set out below, which are the most We will pay for those items and are included within the Contents Sum Insured, unless You have asked Us to increase the limit by insuring the item as Specified Contents and We have agreed and shown it on the Schedule.

Contents item	Flexible limit
Jewellery and Watches	$20,000 per item, pair or set; up to 25% of the Contents Sum Insured in total
Collections, sets and memorabilia (such as medals, stamps and currency)	$20,000 per item, collection or set; up to 25% of the Contents Sum Insured in total
Pedal Cycles	$10,000 in total
Items that contain gold or silver (other than items thinly covered with gold or silver)	$20,000 per item, pair or set; up to 25% of the Contents Sum Insured in total
Firearms, guns and ammunition	$5,000 in total
Bags	$10,000 per item: up to $50,000 in total
Furs	$5,000 per item
Wine	$10,000 in total
Works of Art not otherwise listed in this table	$20,000 per item, pair or set; up to 25% of the Contents Sum Insured in total

Contents with Fixed Limits

The Contents items shown in the following table are subject to the fixed limits set out below, which are the most We will pay for those items. These limits cannot be increased (except as provided under Additional Benefit 20 – Professional Equipment) and are included within the Contents Sum Insured. These items cannot be insured as Specified Contents.

Contents item	Fixed limit
Tools of trade and equipment used for earning an income	$5,000
Money, bullion and negotiable instruments (such as cash, smart cards or vouchers)	$2,000
Data stored on any computer or related storage device, used for personal use	$2,000 in total
Unattached accessories or spare parts for: • motor vehicles or motorcycles • caravans or trailers • watercraft • aircraft • golf buggies • ride on mowers • mobility scooters • wheelchairs • surfboards • sailboards • surf skis or ocean skis • kayaks or canoes • kite surfing equipment • stand-up paddleboards.	$2,000 per item; $4,000 in total

OPTIONAL SPECIFIED CONTENTS COVER

1 - Specified Contents Cover

If You have declared and We have approved Your items of Specified Contents (as described on the Schedule), then We will pay up to the Sum Insured amount specified in the Schedule for that item, subject to any Sub-limit.

The Contents Excess as shown on Your Schedule will apply to any claim for Specified Contents.

Under this cover:

1. the relevant flexible limit of the Contents with Flexible Limits will not apply to items that You have declared and We have approved as a Specified Contents item which is shown on the Schedule with the corresponding Sum Insured amount specified in the Schedule for the item, subject to any Sub-Limit; and
2. all other terms and conditions of Contents cover under Section 1 of the Policy remain applicable and in force.

2 – New Purchases – Works of Art or Valuables

Works of Art and Valuables that You acquire during the Policy Period are automatically insured as Specified Contents, in addition to the amounts specified in the Schedule, for up to 25% in aggregate of the total Sum Insured shown in the Schedule for Specified Contents that are Works of Art and Valuables, provided that You notify Us in writing of each item and its value within 90 days of acquiring it. An additional Premium, calculated pro rata from the date of acquisition based on the value of the item, will be payable. If You do not notify Us within 90 days of acquiring the item, cover for the item under this provision ends at the expiry of that 90 day period. If You do not pay Us the additional Premium for the item by the premium payment due date, we may cancel the cover for that item.

3 - Defective Title – Works of Art or Valuables

If another person claims to be the legal owner of an item of Specified Contents that is a Work of Art or Valuable which You purchased, and that claim is upheld by a court judgment or resolved by a settlement to which We have given Our written consent, We will pay:

1. the reasonable legal costs You incur in defending the claim; and
2. the value of the item, up to the Sum Insured amount specified in the Schedule for that item, subject to any Sub-Limit.

This cover only applies if You notify Us as soon as reasonably practicable after becoming aware of the claim or of any legal proceedings, and You can show that You exercised the care normally expected of a purchaser of such an item, including making reasonable enquiries as to its provenance. It does not apply to any item You acquired by inheritance or as a gift, or to any defect in title of which You were aware, or ought reasonably to have been aware, before You purchased the item.

4 - Additional Costs for Works of Art

Following Damage to Specified Contents that are Works of Art which is covered under this Policy, We will also pay the reasonable costs, agreed by Us in advance, of:

1. repairing or replacing Damaged frames, mounts, plinths, display cases or protective varnish; and
2. the specialist packing, transport and secure storage of Your Works of Art where the Insured Address is Uninhabitable or the items cannot safely remain there following the Damage,

up to the amount shown in the Schedule for these costs, in addition to the Sum Insured amount specified in the Schedule for the item.

WHERE WE COVER

1 - Cover at the Insured Address

If Your Policy insures Your:

- Building;

- Contents; and/or

- Specified Contents,

they are covered at the Insured Address

2 - In the Open Air

We will cover Your Contents whilst they are in the open air at the Insured Address up to the Contents Sum Insured; however, where the loss or Damage is as a result of Theft, Flood, Storm or Storm Surge then the maximum We will pay is 10% of the Contents Sum Insured.

We will pay for Damage to Works of Art that are Specified Contents and are kept in the open air at the Insured Address, provided that they are anchored or fixed to a plinth or base and are within an enclosure that is not accessible to the public, with a fence at least 1.5 metres high and any access gate kept locked whenever no one is at the Insured Address.

Works of Art in the open air that do not meet these requirements are covered only for Damage caused by fire, lightning, explosion or Storm.

3 – Away From the Insured Address

We will cover Your:

- Contents; and

- Specified Contents

while they are temporarily away from the Insured Address, including while in transit to or from another location:

1. anywhere in Australia or New Zealand; or
2. anywhere else in the world, where the duration of the trip is up to five (5) months from the date You leave Australia.

However, We will not cover:

1. Contents items that have been permanently removed from the Insured Address, other than Your sporting equipment that is stored within a club room, Your personal belongings, including sporting equipment, whilst You are away from home attending school, college or university, or Contents stored in a bank safe deposit box;
2. goods and equipment You use for earning an income;
3. any item insured as Specified Contents that You have asked Us to limit to the Insured Address only;
4. Contents while in storage, other than as provided under 4. Contents in Storage; or
5. Contents You are moving to a new permanent residence or a commercial storage facility, other than as provided under Additional Cover 8 – Moving Your Contents to a New Address.

The Contents Sum Insured and the flexible and fixed limits continue to apply.

4 – Contents in Storage

We will pay for loss or Damage of Your Contents while stored in a secure commercial storage facility in Australia,

provided the facility is a space specifically designed and constructed for the secure storage of goods that is fully enclosed, is lockable, is managed by a professional storage company, and is only accessible by You or someone authorised by You.

We will not pay any claim in respect of Valuables, Works of Art, money, bullion or negotiable instruments left in storage, unless We have agreed in writing to provide cover for such items while they are left in storage.

The most We will pay for loss of Damage while Your Contents are in storage for any one claim is the lesser of $100,000 or 25% of the Contents Sum Insured shown on Your Schedule.

5 – Theft of Works of Art or Valuables from an Unattended Vehicle

We will pay for Theft of Specified Contents that are Works of Art or Valuables from an unattended Vehicle only where:

1. the Vehicle was securely locked, the items were concealed from view and there is evidence of forcible and violent entry into the Vehicle, and the Theft did not occur while the Vehicle was left unattended overnight unless the Vehicle was in a locked building or garage which also shows evidence of forcible and violent entry; or
2. the items were in the custody of a professional carrier specialising in the transport of works of art.

SECTION 1 ADDITIONAL BENEFITS

Unless otherwise stated, these Additional Benefits are in addition to the Sum Insured.

Where the Additional Benefit provides for costs, fees, amounts or losses to be covered or paid by Us, We will only cover or pay those costs, fees, amounts or losses if:

1. they were incurred as a result of Damage to Your Building or Contents, where covered by the Policy, that occurred during the Policy Period due to a cause that is not excluded or otherwise limited under Section 1 or the General Exclusions; and
2. Your claim for such Damage is accepted by Us.

Any Additional Benefit shall not increase any Limit of Liability or Sub Limit for the calculation of any other purpose, benefit or cover.

Unless otherwise stated the applicable Building or Contents Excess will apply to these Additional Benefits.

1 – Sums Insured Inflation

We will increase the Building and Contents Sums Insured shown on your Schedule by 0.5% per month until the next renewal date. If no Sum Insured is shown, no change will be made.

This additional 0.5% per month does not apply to Specified Contents or any other Additional Benefit or Additional Cover, and does not increase the Buildings and Contents Sums Insured for the calculation of any other benefit.

2 – Costs Escalation and Additional Catastrophe Cover

1. We will pay up to 15% more than Your Building Sum Insured, for any unforeseen increase in rebuilding costs on a Building claim We have accepted.

   No amount will be paid under this Additional Benefit until such time as the Building Sum Insured has been exhausted.

2. We will pay up to 50% more than Your Building Sum insured, for any unforeseen increase in rebuilding costs on a Building claim We have accepted resulting from an Event that the government declares a catastrophe or emergency.

   The maximum amount payable under this Additional Benefit will be based on our fair and reasonable calculation of rebuilding cost escalation resulting from the Event.

   No amount will be paid under this Additional Benefit until such time as the Building Sum Insured has been exhausted.

3. We will pay up to 10% more than Your Contents Sum Insured where the amount of a Contents Damage claim we have accepted exceeds the Contents Sum Insured as a result of inflation or underinsurance.

   No amount will be paid under this Additional Benefit until such time as the Contents Sum Insured has been exhausted.

   This additional 10% does not apply to Contents with Flexible Limits and Contents with Fixed Limits, Specified Contents or any other Additional Benefit.

3 - Removal of Debris

We will pay costs necessarily and reasonably incurred by You in the:

1. removal, storage and disposal of debris, being the remains of any Accidental Damage to Insured Property;
2. demolition, dismantling, shoring up, propping, underpinning or other temporary repairs to any Damage to Your Building;
3. demolition and removal of any of Your Building that can no longer be used for its intended purpose, as long as such demolition and removal is necessary to repair, replace or rebuild any Damaged Insured Property provided that Your liability to pay such costs does not arise directly or indirectly as a consequence of:
   a. the discharge, dispersal, release or escape of Pollutants; or
   b. any contract, except where the liability would have existed in the absence of such contract.
4. demolition and disposal of any undamaged portion of Your Building including undamaged foundations and footings in accordance with a demolition order issued by a public or statutory authority.

The most We will pay under this Additional Benefit is 20% of the Building or Contents Sum Insured (whichever is otherwise applicable to the claim).

4 - Professional and Statutory Authority Fees

We will pay the fees of architects, surveyors, consulting engineers, lawyers and statutory authorities, including all incidental costs and fees for:

1. estimates;
2. plans and specifications;
3. applications for building or construction consents;
4. quantities;
5. tenders; and

6. supervision,

necessarily and reasonably incurred by You, with Our prior written consent, which will not be unreasonably withheld, in the process of repairing, replacing or rebuilding any Building claim We have accepted. We will not, however, pay the costs of any fines or penalties imposed by any statutory authority.

The most We will pay under this Additional Benefit is 15% of the Building Sum Insured.

5 – Meeting Building Regulations

We will pay the reasonable costs You incur to meet current building regulations or laws that are required when Your Building is being rebuilt or repaired following a Building claim We have accepted.

We will not pay any costs associated with building regulations or laws that were already in place when the Building was originally built, altered or renovated, or for upgrading undamaged parts of the Building where the upgrading is not required in order to complete the rebuilding or repair of the Damaged part of the Building.

The most We will pay under this Additional Benefit is $50,000 in any one Policy Period.

6 – Temporary Accommodation

If Your Building is Uninhabitable as a result of a Building claim We have accepted, then We will pay the reasonable additional costs You necessarily incur for:

1. temporary accommodation for You and any domestic pets that normally reside at the Insured Address;
2. any additional living expenses that We agree are necessary and appropriate (such as mail redirection costs and utility connection costs); and
3. any necessary costs to remove and store Your Contents and then return them to Your Building,

for the period it reasonably takes to repair or rebuild Your Building so it can be lived in again, up to a maximum period of 24 months.

We will stop paying from the date You are able to live in Your Building again or no longer need alternative accommodation. We will not pay where the Building was not Your Primary Residence at the time of the Damage, where You do not intend to repair or rebuild, or where there are unreasonable delays in repairing or rebuilding that You contributed to.

The most We will pay under this Additional Benefit for any one claim is 20% of Your Building Sum Insured, or, where the Policy insures Your Contents but not Your Building, 20% of Your Contents Sum Insured.

7 – Landscaping

We will pay costs necessarily and reasonably incurred by You in replacing Landscaping Damaged during an Event which caused a Buildings Damage claim We have accepted.

This Additional Benefit does not include Damage caused by Flood, Storm or Storm Surge.

The most We will pay in any one Policy Period under this Additional Benefit is $5,000 in total.

8 - Removal of Fallen Trees

We will pay costs necessarily and reasonably incurred by You in removing and disposing of fallen trees and branches (excluding stumps and roots) that have caused a Building claim We have accepted.

The most We will pay in any one Policy Period under this Additional Benefit is $5,000 per Event.

9 – Protection & Minimisation of Imminent Damage

Following a Buildings Damage claim We have accepted but not repaired, We will pay costs necessarily and reasonably incurred by You in order to:

1. ensure the safety of Insured Property pending its repair, replacement or rebuilding; or
2. minimise imminent Damage to Insured Property occurring during the Policy Period due to Storm, Flood, bushfire or other natural catastrophe.

The most We will pay in any one Policy Period under this Additional Benefit is $5,000, unless you first obtain Our written consent, which will not be unreasonably withheld.

10 – Mortgage Discharge Fees

If Your Building is a total loss under a Buildings claim We have accepted, We will pay reasonable legal and administrative costs necessarily incurred by You to discharge any registered mortgage over Your Building.

The most We will pay in any one Policy Period under this Additional Benefit is $5,000.

11 – Replacing Important Documents

If Your important documents (such as certificates of title, passports, wills, birth or marriage certificates) are destroyed or Damaged by an Event resulting in a Building or Contents Damage claim We have accepted, then We will pay the reasonable costs You incur to reinstate, reproduce or restore them.

No Excess will apply to this Additional Benefit.

12 – Storage of Undamaged Contents

If Your Building is Uninhabitable as a result of a Building claim We have accepted, then We will pay the reasonable costs You incur to remove and store Your undamaged Contents until they can be kept at the Insured Address again, up to a maximum period of 24 months.

We will only pay for storage costs for undamaged Contents while they are stored in a secure commercial storage facility in Australia, provided the facility is a space specifically designed and constructed for the secure storage of goods that is fully enclosed, is lockable, is managed by a professional storage company, and is only accessible by You or someone authorised by You.

We will not pay storage costs where the undamaged Contents are stored at the same place as Your temporary accommodation.

The most We will pay under this Additional Benefit is 20% of the Contents Sum Insured.

13 – Building Materials

We will pay the cost You incur for replacing unfixed building materials such as bricks, tiles or timber, or gas or electrical appliances due to be fitted to Your Building, that are Damaged in an Event causing a Building or Contents Damage claim We have accepted, provided:

1. any building materials, such as bricks, tiles and timber, were stored securely at the Insured Address; and

2. any gas or electrical appliances were stored securely inside a locked building at the Insured Address.

We will not pay any costs related to sand, gravel, bark, soil or similar materials.

The most We will pay under this Additional Benefit for any one claim is the lesser of $350,000 or 10% of Your Building Sum Insured, or, where the Policy insures Your Contents but not Your Building, the lesser of $50,000 or 25% of Your Contents Sum Insured.

14 – Environmental Improvements

If a Building claim We have accepted for your plumbing, irrigation, water heating or energy system is more than $25,000, then as part of the repair or replacement We will pay for the cost of additional environmental improvements to the affected system not previously installed such as rainwater tanks, solar photovoltaic and solar hot water systems, home battery storage systems, electric vehicle charging equipment, heat pump hot water systems and grey water recycling systems.

If the Policy insures Your Contents and:

1. Your refrigerator, washing machine, clothes dryer or dishwasher (Appliance) are Damaged by an Event claimable under Section 1; and
2. We have agreed to replace the Damaged Appliance; and
3. the Damaged Appliance had an energy rating of less than 3-stars,

then, any replacement Appliance We provide will have at least a 3-star energy rating, regardless of the rating of the original item.

The most We will pay in any one Policy Period under this Additional Benefit is $5,000.

15 – Excess Waiver for Total Building Loss

If We pay the full amount of the Building Sum Insured shown on Your Schedule, then You are not required to pay an Excess on that claim.

16 – Counselling

If You require counselling as a direct result of Damage to Your Building or Contents caused by a fire, or Theft of Your Contents, and We have accepted claim, then We will pay the reasonable costs You incur for that counselling.

We will not provide any cover that would contravene any law.

The most We will pay in any one Policy Period under this Additional Benefit is $1,000.

17 - Extra Cost of Reinstatement of Your Building

We will cover the additional costs necessarily and reasonably incurred by You in complying with the requirements of any lawful authority that are imposed after a Building claim We have accepted (including demolition or dismantling) subject to the terms, conditions and Sum Insured applicable to Section 1 and provided that:

1. the work of reinstatement, including a rebuild or repair must be commenced and completed within a reasonable period, and without unreasonable delays;
2. the work of reinstatement may be carried out wholly or partially at another site, if the requirements of any lawful authority makes that necessary, subject to Our liability not being increased;
3. We will not pay for any extra costs of reinstatement that would have been incurred when complying with any Act, regulation, by-law or statutory requirement that applied to the Building prior to the Damage;
4. where the Building is not destroyed, We will only pay for the extra costs incurred in reinstating the Damaged portion of the Building;
5. We will not pay for any extra cost of reinstatement as a consequence of having to comply with new building rules or regulations;
6. We will not pay for the cost of reinstating illegal installations in any part of the Building.

The most We will pay in any one Policy Period under this Additional Benefit is $50,000.

18 – Emergency Services & Fire Extinguishment

In the event of a Building claim We have accepted, We will pay:

1. for Damage to the Insured Property caused by the Emergency Services gaining access; and
2. costs necessarily and reasonably incurred by You in order to extinguish any fire that threatens Insured Property, including the cost of replenishing firefighting equipment and charges for shutting off the supply of water or any other substance following accidental discharge or escape of such substances from firefighting equipment.

The most We will pay in any one Policy Period under this Additional Benefit is $2,000.

19 – Detecting Leaks

It is Your responsibility to establish the cause of any leaking, bursting, discharging or overflowing of tanks, apparatus or pipes.

We will reimburse You for the necessary and reasonable costs You incur in:

1. locating the source of leaking, bursting, discharging, or overflowing of tanks, apparatus or pipes used to carry liquid of any kind (including Damage to other property necessary to effect the repair or replacement);
2. repairing or replacing the defective part or parts of such tanks, apparatus or pipes; or
3. rectifying contamination damage or pollution damage to land at Your Insured Address caused by the escape of liquid.

provided that the leaking, bursting, discharging or overflow occurs during the Policy Period and is caused by a Building claim We have accepted.

We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a Building defect, Building movement, faulty workmanship, rust, oxidation, corrosion, wear and tear, gradual corrosion, gradual deterioration, earth movement, trees, plants or their roots, or any other Event excluded under Section 1.

This Additional Benefit is part of, and not in addition to, the Building Sum Insured.

20 – Professional Equipment

We will cover Damage to office equipment, including Computer Equipment, office furniture and stationery, used by You for a business or profession and kept at the Insured

Address as part of a Contents Damage claim We have accepted.

We do not cover tools of trade, equipment (other than office equipment) or trade stock under this Additional Benefit.

This Additional Benefit is part of, and not in addition to, the Contents Sum Insured.

The most We will pay in any one Policy Period under this Additional Benefit is $25,000.

21 – Hired Marquees

We will cover Damage to any marquee, together with its associated lighting, heating and furnishings, that You have hired temporarily and for which You are legally responsible, while it is at the Insured Address caused by a Building or Contents Damage claim We have accepted.

We will not cover the marquee or associated property where they are insured under any other policy.

The most We will pay in any one Policy Period under this Additional Benefit is $25,000.

22 – Renewable Energy and Battery Systems

If Your solar photovoltaic system, inverter, home battery storage system, electric vehicle charging equipment or other renewable energy generating system at the Insured Address is Damaged in a Building claim We have accepted, then in addition to repairing or replacing it We will also pay:

1. the loss of any feed-in tariff income, renewable energy certificates or similar credits that You would have received from Your electricity retailer or network operator, and the increased cost of purchasing electricity that Your system would otherwise have supplied, for the reasonable period required to repair or replace the system, calculated by reference to Your average income and consumption over the 12 months before the Damage;
2. the reasonable cost of hiring a generator or portable battery to supply electricity for essential services at the Insured Address where the Insured Address is without power for more than 24 hours as a result of the Damage, or as a result of an interruption to the mains electricity supply caused by Storm, Flood or bushfire, up to $5,000 for any one Event; and
3. the reasonable cost of safely isolating, removing and disposing of a Damaged home battery storage system, including any licensed hazardous-materials handling required.

The most We will pay in any one Event under this Additional Benefit is $25,000.

23 – Water Tanks, Bores and Water Supply

Following a Buildings Damage claim We have accepted We will also pay:

1. the reasonable cost of replacing water lost from a water tank at the Insured Address as a result of the Damage, including delivery, up to $5,000 for any one Event. No Excess applies to this item;
2. the increased metered water charges You must pay to Your water utility as a result of water escaping from any fixed pipe, tank, apparatus or appliance at the Insured Address as a result of the Damage or a sudden and unforeseen leak, for the period until the escape is stopped, provided You act to stop it as soon as reasonably practicable after You discover it, up to $10,000 for any one Event; and
3. the reasonable increased cost of purchasing water (including delivered water) for domestic use at the Insured Address for the reasonable period required to repair or replace Your Damaged bore, well, water tank system or pump, if it cannot supply water to the Insured Address as a result of the Damage, up to $10,000 for any one Event.

We shall not pay for the collapse, silting, drying up or reduced yield of a bore or well, or for water lost through evaporation, seepage or gradual leakage.

24 – Renovations and Building Works

If the Policy insures Your Building and You carry out construction, renovation, alteration, addition or repair works at the Insured Address, then Your Building remains covered under Section 1 while the works are carried out, without notice to Us, provided that the contract value of the works does not exceed the lesser of $500,000 or 20% of the Building Sum Insured and the works do not involve adding or removing a storey, removing more than 25% of the roof, removing or altering external or load-bearing walls, underpinning, foundations or piers, or excavation beneath or immediately adjacent to Your Building.

For works that exceed that value or involve any of those matters, You must tell Us before the works start, and cover continues only if We agree, which may be subject to additional terms, a higher Excess or an additional Premium.

Further:

1. Your Building Sum Insured is automatically increased by the contract value of the works as they are completed, up to 20% of the Building Sum Insured shown on Your Schedule, until the next renewal date, at which time You must review Your Building Sum Insured with Us;
2. unfixed building materials and fixtures intended to be incorporated into the works are covered while at the Insured Address as provided under Additional Benefit 13 – Building Materials; and
3. Theft of, or Damage to, Your Building, Contents or the works themselves during the works is covered provided that, whenever the Insured Address was unattended, the Building and any openings created by the works were secured as far as reasonably practicable, including by temporary hoarding, fencing or lockable enclosures and by weatherproofing of openings.

We do not pay for the cost of rectifying the works themselves, or for Damage to the works caused by the faulty workmanship, design or materials of a contractor, but We do pay for the resulting Damage to Your Building and Contents that is otherwise covered under Section 1.

25 – Landslide or Subsidence

We will pay for Damage caused by Landslide or Subsidence, but only if:

1. it is the direct result of one of the below-listed Events:
    a. Storm;
    b. Flood;
    c. explosion;
    d. earthquake or tsunami; or

e. gas, water and/or other liquid discharged from a fixed pipe or something attached to a fixed pipe, fixed gutter, fixed tank apparatus or drain; and

2. the Damage occurs no more than 72 hours after the Event.

This Additional Benefit is part of, and not in addition to, the Building Sum Insured.

26 – Incidental Business and Farming

We will extend cover to an incidental business conducted by You at the Insured Address that:

1. is incidental to Your use of the Insured Address as Your residence
2. does not yield gross revenue of more than $50,000 in any year (other than the management of Your own personal investments),
3. has no employees subject to workers' compensation legislation and conforms to local, state and federal laws;

This Additional Benefit is part of, and not in addition to, the Building or Contents Sum Insured.

SECTION 1 ADDITIONAL COVERS

These Additional Covers can be claimed even if there has not been any Damage to Your Building or Contents, unless otherwise excluded or limited under Section 1 or the General Exclusions.

1 – Mechanical or Electrical Breakdown

We will pay for Mechanical or Electrical Breakdown to household electrical motors forming part of the Building, unless:

1. at the time this Policy was entered into, You were aware of the inherent vice, latent defect or mechanical breakdown that resulted in the Mechanical or Electrical Breakdown; or
2. a reasonable person in the circumstances could be expected to have been aware of the inherent vice, latent defect or mechanical breakdown that resulted in the Mechanical or Electrical Breakdown.
3. The electrical motor had exceeded its useable lifespan

This Additional Cover is part of, and not in addition to, the Building Sum Insured.

2 – Pet Cover

If Your pet dog, cat or bird is injured or killed as a result of an accident, lightning, earthquake, burglary or attempted burglary that occurs during the Policy Period, then We will pay the reasonable and necessary veterinary expenses.

We will not pay for veterinary expenses associated with any illness or disease, or for any cat or dog used for commercial activities.

No Excess will apply to this Additional Cover.

The most We will pay in any one Policy Period under this Additional Cover is $1,000.

3 – Replacement of Keys and Locks

Where a key to an external door or window of Your Building, or to any intruder alarm or safe installed at Your Building, is stolen, lost or Damaged, or where You have reasonable grounds to believe keys have been duplicated as a consequence of forcible entry into the Building during the Policy Period, We will pay, at our own option, the reasonable costs of either:

1. re-keying or re-coding those locks together with replacement keys; or
2. replacing those locks with locks of a similar type or quality.

We will not make any payment under this extension where keys or codes have been retained, stolen or duplicated by You or any member of Your Family.

The most We will pay in any one Policy Period under this Additional Cover is $5,000. No Excess will apply to this Additional Cover.

4 – Food, Medication or Wine Spoilage

If the Policy insures Your Contents, then We will pay:

1. the reasonable costs to replace any refrigerated or frozen food, or refrigerated prescription medicines kept at the Insured Address, that are spoiled during the Policy Period as a result of accidental loss or Damage to the refrigerator or freezer, its breakdown, a failure of the electricity supply, or any other rise or fall in temperature within the refrigerator or freezer.
2. the reasonable costs to replace any Wine stored at the Insured Address in a refrigerator, or a wine cellar where the climate is controlled by a specialised wine cellar cooling system, that is spoiled as a result of changes or extremes of temperature caused by a failure of the electricity supply, or mechanical breakdown of refrigeration equipment.

We will not pay where the spoilage results from the deliberate withholding, restriction or disconnection of the electricity supply by the electricity supply authority or retailer, including for non-payment.

The most We will pay under this Additional Cover in any one Policy Period is $5,000 for spoiled food and $10,000 for spoiled Wine. No Excess will apply to this Additional Cover.

5 – Selling Your Home

If the Policy insures Your Building and You have entered into a contract to sell Your Building, then the cover under this Policy will extend to the purchaser of the property from the time they become liable for Damage to the Building until the earliest of:

1. the contract being settled or terminated;
2. the purchaser insuring the Building themselves; or
3. this Policy being cancelled by You or Us.

When this cover is provided, we will also provide cover for the carpets, curtains and internal blinds and other contents items included in the sale contract.

6 – Security Attendance Fees

If the Policy insures Your Contents, then We will pay the reasonable costs You incur for a security firm to attend the Insured Address in response to Your monitored burglar alarm system being activated due to a burglary or attempted burglary. We will not pay these costs if there is a false alarm or no evidence of a burglary or attempted burglary.

The most We will pay any one Policy Period under this Additional Cover is $2,500. No Excess will apply to this Additional Cover.

7 – Denial of Access or Forced Evacuation

If You cannot live at the Insured Address, which is also Your Primary Residence, because an emergency service or government authority refuses you access to, or evacuates You from, Your Insured Address for safety reasons due to the immediate threat of Damage to your Insured Property caused by an Event covered by this Policy, then We will pay any increase in Your living expenses that is necessary and reasonable to maintain Your normal standard of living for up to 90 days.

8 – Moving Your Contents to a New Address

If the Policy insures Your Contents and You are moving them to a new permanent residence or a commercial storage facility in Australia, then Your Contents are covered while they are being moved for loss or Damage caused by fire, Flood, or collision or Theft of the vehicle that is transporting them.

This Additional Cover is part of, and not in addition to, the Contents Sum Insured.

9 – Purchasing a New Home

If Your Policy insures Your Building and You have entered into a contract to purchase a new residential Building that You will move into when You vacate the Building listed on Your Schedule, We will cover Your new residential Building for a period of up to 30 days from the date You sign the contract of purchase.

This Additional Cover is part of, and not in addition to, the Building Sum Insured.

As soon as reasonably practicable, and before the end of the 30 day period, You must tell Us the details of Your new address so We can determine whether Your new Building can continue to be covered.

10 - Contents at Your New Address

If Your Policy insures Your Contents and You are moving into a new permanent residential address, Your Contents will be covered at both the Insured Address shown on Your Schedule and the new address for a period of up to 30 days from the day You start moving Your Contents to the new address, on the same terms as those provided at the original Insured Address.

This Additional Cover is part of, and not in addition to, the Contents Sum Insured.

As soon as reasonably practicable, and before the end of the 30 day period, You must tell Us the details of Your new residential address so We can determine whether Your Contents can continue to be covered there.

11 – Identity Theft

We will cover You up to $75,000 in any one Policy Period, for the costs and expenses You incur to restore Your identity from its unauthorised use where Your identity is stolen by someone knowingly using Your personal details without lawful authority for fraudulent use or financial gain.

The costs and expenses We will pay under this Additional Cover are limited to:

1. legal expenses for Your defence against a business or its collection agency from which goods or services have been purchased fraudulently;
2. legal expenses for removal of any wrongfully recorded civil or criminal prosecutions or to challenge incorrect information on Your consumer credit report;
3. loss of wages, up to $2,000 per week, that would have been earned but were not, solely because it was necessary for You to rectify records in relation to Your true name or identity;
4. loan application fees incurred in re-applying for a loan because You were allotted incorrect credit information due to the identity fraud;
5. costs for notarising affidavits, telephone calls and certified mail expenses to law enforcement or financial institutions; or
6. other reasonable legal fees and court costs incurred with Our approval.

We will not pay any claim where the identity theft:

1. is caused by You or Your collusion, Your Family or their collusion, Your ex-partner, or someone who normally lives with You;
2. where it arises out of You or Your Family committing an illegal or dishonest act;
3. You or Your Family member breaching any security requirements of a financial institution; or
4. business interruption.

Claims are only payable if You normally reside in Australia.

We will not repay any loans or amounts fraudulently procured in Your name, pay any fines or penalties, or pay any costs that could be reimbursed from another party.

12 – Credit Cards, Forgery and Counterfeiting

We will pay up to $30,000 in total in any one Policy Period for:

1. Your legal obligation resulting from the loss, theft or unauthorised use (including electronic use) of a credit card, bank card, debit card or its account number issued to You, provided that all of the terms for using the card have been complied with;
2. loss caused by the forgery or alteration of any cheque or negotiable instrument; or
3. loss caused by Your acceptance in good faith of counterfeit paper currency.

We will not pay for the use of a card or account number in excess of the amount authorised by You, or by any person to whom You have given unlimited authority to use it.

We will defend any claim against You for the loss, theft or unauthorised use of a card, and may at Our option defend any claim for forgery or counterfeiting. Our obligation to defend ends when Our payments under this Additional Cover reach $30,000.

This Additional Cover does not apply to any loss covered under Additional Cover 11 – Identity Theft.

13 – Contents of Invited Guests

If the Policy insures Your Contents, then We will also cover the Contents items owned by invited guests for Damage covered under Section 1 at the Insured Address. You cannot claim for Money, bullion or negotiable instruments under this Additional Cover. We will not pay if these items

are insured under another insurance policy arranged by someone other than You.

The most We will pay in any one Policy Period is $3,000 for any one claim.

14 – Tax Audit Fees

We will pay for the reasonable accountant fees You incur as a result of an investigation or audit related to Your personal taxation affairs, conducted by the Australian Taxation Office first notified to You during the Policy Period. We will only pay if You told us about the audit prior to the fees being incurred.

We will not pay for:

1. any fees that relate to any investigation or audit in connection with a criminal prosecution;
2. fees where the final assessment of your taxable income for the period being audited is 20%, or more, higher than Your original declaration;
3. fines, penalties or adjustments to tax;
4. fees incurred in relation to any enquiries from the Australian Taxation Office that are not related to an identified intention to conduct an audit;
5. penalties associated with non-adherence of Australian Taxation Office allowed timeframes.

The maximum We will pay in any one Policy Period under this Additional Cover is $5,000. No Excess will apply to this Additional Cover.

15 – Fumigation and Clean Up Costs

We will pay the necessary and reasonable costs of cleaning up and fumigating Your Building following the death of a person at Your Insured Address.

The maximum We will pay in any one Policy Period under this Additional Cover is $10,000.

We will not pay this Additional Cover if You are responsible for the death of the person at Your Insured Address.

16 – Modifications to the Building

If You are permanently disabled as a direct result of a physical injury caused by an accident at the Insured Address, then We will pay the costs You incur:

1. for modifications required to allow You to continue to live there; or
2. in the relocation of You to a suitable home if You are a tenant.

The most We will pay in any one Policy Period under this Additional Cover is $25,000.

17 – Golfers' Cover

While You are playing golf or taking part in any activity at a golf club anywhere in the world, We will pay:

1. up to $15,000 for Property Damage to another person's property caused by You, if You are not otherwise covered under Section 2 – Personal Liability; and
2. up to $1,000 towards the costs You incur in celebrating a hole in one achieved during an official competition round, provided Your scorecard and certification from the club or match secretary are given to Us.

BASIS OF SETTLEMENT

Claims for Damage to a Building

In respect of a claim for Damage to Your Building, We will at our option either:

1. repair, replace or rebuild the Damaged portion of the Building to a condition which is substantially the same as when new, but not better or more extensive than when new; or
2. pay the reasonable cost of repairing, replacing or rebuilding the Damaged portion of the Building to a condition which is substantially the same as when new, but not better or more extensive than when new; or
3. pay up to the Building Sum Insured applicable to Section 1.
4. pay the Cash Settlement Value in respect of Your claim or part of it

Where Your Building is destroyed, or in such a condition to make it uneconomical to repair, replace or rebuild the Building, We may allow You to purchase an alternative existing building to replace that destroyed Building. In such an event, We shall not be liable to make payment to You for an amount more than:

1. the reasonable cost of repairing, replacing or rebuilding the Building to a condition which is substantially the same as when new, but not better or more extensive than when new; or
2. the Building Sum Insured applicable to Section 1.

We may not always be able to repair, replace or rebuild Your Building, for example where:

1. the materials needed are not readily available;
2. the repair or rebuilding cannot commence for a significant period (for example, due to the availability of service providers);
3. the pre-incident condition of the Building prevents Us from repairing or rebuilding it;
4. the Event has made the land unsafe to build on; or
5. the Building (or any part of it, including subsequent alterations or renovations) did not comply with local government or other statutory requirements at the time of construction that You could reasonably have been expected to be aware of.

In such situations We will pay the Cash Settlement Value in respect of Your claim or part of it.

We will take reasonable steps to match any material used to repair Your Building with the original material. However, if We are unable to do so, We will use the nearest equivalent available. The most We will pay for any one claim to match undamaged material (including any additional costs solely associated with doing so) is $10,000. This will only be where:

1. it is not possible or economically viable for Us to acquire new material that reasonably matches the undamaged portion to a similar extent as immediately prior to the Damage; and
2. the amount of damaged material that cannot be matched to the undamaged material is more than 40% of the total material that would have to be replaced if all the matching damaged and undamaged material was replaced (limited to the

room, hall or passage where these materials are fixed coverings to walls, floors and ceilings).

If You don't use our supplier

We may agree to pay You the reasonable cost to repair, replace or rebuild the Damaged parts of your Building to a condition substantially the same as but not better than when new if, for example:

1. You decide to:
    a. rebuild to a better standard;
    b. sell the land at the Insured Address; and/or
    c. rebuild elsewhere;
2. it is not practical for Us to repair, replace or rebuild Your Building due to the age, Policy limit, inadequate Sum Insured, construction or condition of Your Building or if materials needed for repairs are not readily available; or
3. You choose to go with a supplier (which includes a repairer or builder) of Your choice.

To assess the cost of the necessary work required to repair, replace or rebuild the Damaged parts of Your Building We will, where possible, obtain a Scope of Works and a quote from Our supplier. If You agree with this, We will then pay You the amount quoted by Our supplier.

If You are not happy with the amount quoted by Our supplier, or if We are unable to obtain a Scope of Works from Our supplier, We will ask You to provide Us with a fully itemised Scope of Works and quote from a supplier of Your choice for Us to consider. We will review these to ensure they cover the necessary work and are within market rates. To determine this, We will consider the following:

1. Our supplier's Scope of Works and quote (if We were able to obtain it);
2. Our own data and experience with similar repairs, replacements or rebuilding;
3. third party cost estimation sources; and
4. Your circumstances, including the location and attributes of Your Building.

Following Our review, We will do one of the following:

1. if We believe Your supplier's scope of works and quote cover the necessary work and are within market rates, We will pay You the amount quoted by them.
2. if We believe Your supplier's scope of works either omits or overstates aspects of the work required or their quote is significantly above market rates, We will discuss this with You and/or them and seek agreement on the scope of works and quote.
3. if We come to an agreement with You or Your supplier, We will pay You the amount agreed.
4. if We are still unable to agree with You on the amount We will pay You, We will attempt to obtain a scope of works, quote or report (as required) from an alternative supplier We both agree on, and We will review these together with You to arrive at a final scope of works and quote. If We are able to come to an agreement, We will pay You the amount quoted by them.
5. if We are unable to agree on an alternative supplier, We believe the alternative supplier's scope of works either omits or overstates key aspects of the work required, or We believe their quote is significantly above market rates, We will refer You to Our complaints process.

When We pay you the reasonable cost to repair, replace or rebuild the damaged parts of Your Building, You will not be eligible for our Guarantee on Building repairs because We won't have appointed the supplier or managed the works

Undamaged parts of Your Building

We will not pay for any undamaged parts of your Building, even to restore those undamaged parts to achieve a uniform appearance, unless We indicate below that We will pay for some undamaged parts:

External Building Damage

1. Damage to roofs, doors, gates and fences

    We will only repair or replace the individual tiles, roof sheeting, doors, gates or fence panels that were Damaged.

2. Damage to external walls

    We will only repair or replace the part of the wall that was Damaged.

3. Paths / driveways / tennis courts etc.

    We will only repair or replace the areas that were Damaged.

Internal Building Damage

1. Damage to internal flooring (excludes carpets as these are covered as Contents).

    We will pay to repair or replace up to an existing change or join in the flooring, or an archway, doorway or similar opening, whichever is closest to the Damage. A combined lounge/dining room will be considered as one room. We will not pay to replace any undamaged materials in any other adjoining rooms, hallways or stairwells unless the flooring is continuous without a join.

2. Damage to internal walls

    We will pay to repair or replace the Damaged wall(s). We will not pay to replace the wall covering, for example wallpaper or paint in any adjoining rooms, hallways or stairwells. A combined lounge/ dining room will be considered as one room.

3. Damage to internal fixtures/ fittings

    We will pay to repair or replace fitted cupboards, sections of cabinets and sections of benchtops if they are continuously joined to and made of the same material as the Damaged part.

Claims For Contents

In respect of a claim for Contents, We will at Our option:

1. repair or replace the item of Contents to a condition which is substantially the same as when new, but not better or more extensive than when new; or

2. pay You the Cash Settlement Value for the reasonable cost of repairing or replacing the item of Contents to a condition, which is substantially the same as when new, but not better or more extensive than when new.

Where We repair or replace an item of Contents

If a damaged item can be repaired, We will normally pay Our repairer the necessary and reasonable cost to repair Your Contents item to a condition substantially the same as, but not better than, when new.

If it is not economical to repair the item, or it has been lost or stolen, We will replace the item with a new one that is substantially the same where it is practical to do so.

If We cannot repair or replace an item of Contents

If We cannot repair or replace an item of Contents, We will pay You the Cash Settlement Value to repair or replace the Contents item to a condition substantially the same as, but not better than, when new. This may happen if, for example:

1. You decide to replace the Contents item with an item that is not substantially the same;

2. You decide You do not want the Contents item repaired or replaced. If You do not want an item repaired, We will not pay You the cost to replace it. We will pay You what it would have cost to repair it;

3. it is not practical for Us to repair or replace a Contents item due to:

    a. the age, style, type, condition or nature of it;
    b. the materials or skills needed to repair or replace it not being readily and locally available; or
    c. the length of time expected to repair or replace the Contents item being unreasonable;

4. You choose to have a repairer of your choice repair the Contents item.

Where You request a cash settlement for a Contents item

If You request a cash settlement for a Contents item, instead of repair or replacement, We will have regard to the circumstances of Your claim and consider any preference You may have, and if We agree, We will pay You the Cash Settlement Value for the Contents item.

Maximum amount We will pay

The maximum amount that We will pay to You in respect of any one loss or series of losses arising out of one Event relating to:

1. Contents – is the Contents Sum Insured;

2. Contents with Fixed Limits (as described in this Section) – the fixed limit as specified in this Section;

3. Contents with Flexible Limits (as described in this Section) that have not been declared and approved by Us as Specified Contents – the flexible limit as specified in this Section;

4. Specified Contents – is the amount shown on the Schedule with the corresponding Sum Insured or Sub-Limit.

For example, if You have carpet that is damaged and needs replacing, and the cost of replacing the damaged carpet is $25,000, the maximum We will pay for the replacement of the carpet is the full replacement cost of $25,000 (less any applicable Excess), provided the Contents Sum Insured is not otherwise exhausted, as no separate fixed limit or flexible limit applies to general Contents.

When Damage occurs to an item of Contents which:

1. is part of a set, We will only pay for the reasonable cost of:

    a. repairing or replacing the item itself as a proportion of the reasonable cost of repairing; or

    b. replacing the whole set, notwithstanding that the set is less valuable by reason of it being incomplete;

2. is a wall, floor or ceiling covering (including carpets, blinds and curtains), We will only pay for the cost of repairing or replacing such item in the room, hall or passage in which the Damage occurred.

Claims for Specified Contents – Works of Art or Valuables

Notwithstanding the Basis of Settlement – Claims For Contents (as detailed in this Section 1: Building and Contents), where an item of Specified Contents that is a Work of Art or Valuable is Damaged, the most We will pay for that item is:

1. the Restoration Costs plus any Depreciation; or

2. the Market Value of the item immediately before the Damage occurred, where the item cannot be repaired or restored or is a total loss,

but in either case not more than the Sum Insured amount specified in the Schedule for that item, subject to any Sub-Limit.

Where We pay You for the total loss of an item of Specified Contents, ownership of the item passes to Us. If the item is subsequently recovered, We will notify You and You may buy it back from Us within 60 days of Our notice for the lesser of its Market Value at the time of recovery and the amount We paid You for it.

Where an item of Specified Contents forms part of a pair, set or collection, We will pay the least of:

1. the cost of restoring the Damaged item to its condition immediately before the Damage occurred;

2. the cost of replacing the Damaged item; or

3. the reduction in the value of the pair, set or collection as a result of the Damage.

However, if You and We agree that the undamaged items of the pair, set or collection are surrendered to Us, We will pay the full replacement value of the entire pair, set or collection, up to the Sum Insured specified in the Schedule for that item, subject to any Sub-Limit.

EXCESS

The amount that We pay in relation to Your claim will be reduced by the amount of any applicable Excess(es) as shown in the Schedule or detailed in this document.

Otherwise, You must pay Us the amount of any applicable Excess(es), as shown in the Schedule or detailed in this document, in relation to Your claim.

Following is an explanation of how We will apply the Excess(es) relevant to Your claim.

Excesses for Building Cover and Contents Cover

A separate Excess applies for Building cover and Contents cover for each loss or series of losses arising from one Event when a claim is accepted by Us for Damage or Theft under Section 1.

If You have both Building and Contents cover, You will only be required to pay one Excess per Event, either the Building Excess or Contents Excess, whichever is greater.

Your Building Excess and Contents Excess are shown on Your Policy Schedule.

If, as part of a claim for Damage to Your Building, We agree to pay for Damage caused by Landslide or Subsidence (as per Additional Benefit 25 – Landslide or Subsidence), an additional Special Excess of $500 applies.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 1

In addition to the General Conditions applying to all Sections, the following conditions apply to Section 1:

Unoccupied Building

1. The Excess for Insured Property where the Building is Unoccupied for a period:
    a. of between 100 days and 179 days shall be the higher of the Excess shown in the schedule and 2.5% of the total Building and Contents cover for any one Event; or
    b. of 180 days or more shall be the higher of the Excess shown in the Schedule and 5.0% of the total Building and Contents cover for any one Event.
2. If You:
    a. do not inform Us of the Building being Unoccupied for a period of more than 100 days; or
    b. have informed Us of the Building being unoccupied for a period of more than 100 days and We confirm in writing that We do not agree to provide cover for the unoccupancy period,

    Your cover will be limited to Damage arising from earthquake, named cyclone, lightning, thunderbolt, tsunami, volcanic eruption, impact damage and riot, for Section 1: Building & Contents.

    Resultant Damage from water ingress following one of these named Events will not be covered unless reasonable precautions have been taken to protect the Insured Property following the Event.

Walls, gates and fences

1. When we pay a claim for Damage to a shared or dividing wall, gate or fence, we will pay no more than your proportion of costs for the repair or replacement in accordance with the relevant legislation relating to dividing fences, for example Dividing Fences Act or Dividing Fences and Trees Act or any similar legislation. Typically, your proportion of the cost will be 50% of the repair or replacement cost of the wall, gate or fence.
2. If there is no legislation in place in relation to the amount that you are liable for, with respect to the repair or replacement of dividing walls, gates or fences, then we will pay no more than 50% of the cost of repair or replacement of the shared or dividing, wall, gate or fence.
3. However, we will pay the full cost to repair, rebuild or replace the wall, gate or fence if:
    a. there is no neighbour who is liable to share the cost of repairing, rebuilding or replacing the wall, gate or fence; or
    b. the damage to the wall, gate or fence was caused by an event covered at your insured address and you are liable to pay the full cost of repairing, rebuilding or replacing the wall, gate or fence.
4. We will pay no more than the cost to repair, rebuild or replace a wall, gate or fence of the same quality and specification as the wall, gate or fence which was damaged.
5. The maximum We will pay to repair, rebuild or replace a wall, gate or fence is $20,000 in any one Policy Period.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 1

The General Exclusions apply to all Section 1: Building and Contents. In addition, the following specific exclusions apply to Section 1: Building & Contents and We will not pay for:

1. Damage arising directly or indirectly out of or in any way connected with:
    a. change in colour, texture or finish;
    b. creeping, heaving or vibration, unless the Damage would otherwise be covered under Additional Benefit 25 – Landslide or Subsidence;
    c. demolition ordered by any lawful authority due to Your failure to obtain necessary building, construction or development consents or permits;
    d. construction, erection, renovation, alteration or additions to Your Building, other than as provided under Additional Benefit 24 – Renovations and Building Works;
    e. Subsidence or collapse, unless the Damage:
        i. arises out of an earthquake or seismological disturbance, explosion or physical impact by Aircraft; or
        ii. would otherwise be covered under Additional Benefit 25 – Landslide or Subsidence;
    f. hydrostatic pressure or changes in the water table, however, we will pay if the damage is caused by bursting, leaking or overflowing of water tanks, drains or pipes;
    g. accidental breakage, chipping or lifting of swimming pools, spas and their surrounds including tiles and pavers;
    h. incorrect siting of any Building;
    i. kidnapping, bomb threat, threat of contamination, hoax, extortion or any attempt thereat;
    j. lack of maintenance or any other failure to keep any Insured Property in good repair; including but not limited to a failure to maintain waterproof membranes or waterproof shower bases and recesses;
    k. overwinding, mechanical, hydraulic, electrical or electronic breakdown except to the extent covered

by Additional Cover 1 - Mechanical or Electrical Breakdown;

l. mildew, mould, contamination, disease, wet or dry rot, change of colour, oxidation, evaporation, dampness of atmosphere or variations in temperature;

m. normal settling seepage, shrinkage or expansion in Buildings or foundations, walls, pavements, roads and other structural improvements;

n. removal or weakening of supports or foundations;

o. invasion of tree or plant roots nor for the cost of clearing drains or pipes blocked by any such invasion. However, we will pay for water or liquid Damage resulting from blocked pipes or drains;

p. spontaneous combustion, fermentation or heating or any process involving the direct application of heat except that this exclusion will be limited to the item or items immediately affected and will not extend to other Damaged Insured Property as a result of such combustion, fermentation or heating process;

q. actions of the sea, tidal wave, high-water, or high tide, unless caused by a tsunami;

r. Storm Surge, except where the Damage occurs at the same time as Storm Damage

s. bushfire, grassfire, Storm, Flood or tsunami within the first 72 hours of the start of the Policy unless the Policy starts on the same day that:

i. You purchased the property at the Insured Address

ii. another insurance policy covering Your Building and/or Your Contents expired, in which instance We will pay only up to the relevant sum insured under the expired policy;

t. smoke or smut from industrial operations;

u. the actions of birds, vermin, moths, termites or other pests, however, if such actions directly cause an Event otherwise covered in this Section 1 (for instance fire or broken glass), We will pay for the Damage resulting from that Event;

v. wear and tear, corrosion, rust or oxidation, fading, chipping, scratching, denting, rubbing, scuffing or marring, gradual corrosion or gradual deterioration or developing flaws, concrete or brick 'cancer', normal upkeep or making good.

This includes when damage to the Insured Property is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time, however, We will pay for resultant Damage from any other Event not excluded under Section 1;

2. the loss of a single stamp, coin or other individual item that forms part of a collection, unless it is mounted or fixed in an album or book and the page on which it is mounted is also lost or Damaged;

3. Damage to stamps or coins caused by:

a. fading, creasing, handling, denting, scratching, tearing, thinning, colour transfer, aridity, dampness or extreme temperature; or

b. handling or being worked on.

4. Damage to Wine or spirits caused by ullage, evaporation or natural loss of contents, cork failure or cork taint, spoilage or discolouration, or by consumption, substitution or deterioration while in storage, unless caused by fire;

5. the cost of rectifying faulty or defective materials or faulty or defective workmanship, design or specification;

6. consequential loss of any kind other than as specifically covered in Section 1;

7. any legal liability of any kind, except Your legal liability described in Additional Benefit 3 - Removal of Debris;

8. Damage to any:

a. animals;

b. awnings made of textile or fabric more than ten (10) years old where that Damage is caused by wind, rainwater or hail

c. boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from their explosion;

d. Building or other Insured Property which are vacated and undergoing demolition;

e. carpets and other floor coverings resulting from staining, fading or fraying. However, We will pay if the Damage directly results from any other Event not excluded under Section 1;

f. docks, wharves and piers not forming part of any Building;

g. glass caused by artificial heat, during installation or removal, which has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement;

h. water in swimming pools, spas or water tanks;

i. pressure equipment arising out of a failure to comply with any Australian Standard relating to such equipment;

j. Damage caused by water, rain, wind, hail or debris entering your Building through an opening in any part of your Building made for the purpose of alterations, additions, renovations or repairs;

k. retaining walls, gates and fences where that Damage is caused by Storm, Storm Surge or Flood and You were aware, or a reasonable person in the circumstances would have been aware, that the retaining walls, gates or fences were:

i. in a poor or Damaged condition before the incident; or

ii. installed or constructed incorrectly;

l. swimming pools, spas or surrounds where that Damage is caused by movement of their foundations or structure unless the Damage arises out of an earthquake or seismological disturbance;

m. cracks unless caused by a sudden and identifiable event.

SECTION 2: PERSONAL LIABILITY

COVER

We will cover You, anywhere in the world, up to the Limit of Liability shown in the Schedule for Section 2 – Personal Liability for Compensation resulting from an Occurrence that happens during the Policy Period, whether or not the Occurrence is connected with Your ownership or occupation of Your Building or Your Contents.

The Limit of Liability is the most We will pay for all Compensation arising out of any one Occurrence during the Policy Period, regardless of the number of claims or claimants involved.

Drone Sub-Limit

The Sub-Limit for Compensation arising out of the ownership or use of any drone or other remotely piloted aircraft is $5,000,000 for any one Occurrence, and We will not pay any Compensation where the drone or remotely piloted aircraft is being operated outside Australia or New Zealand.

SECTION 2 ADDITIONAL COVER

Unless otherwise excluded or limited under Section 2 or the General Exclusions. We will pay or cover You for:

1 - Defence Costs.

Defence Costs for any claim or proceedings brought against You for Compensation covered under Section 2 – Personal Liability, at Our expense and with lawyers of Our choice, even if the claim is speculative, without proper grounds, false or fraudulent, and We may investigate, negotiate and settle any claim in accordance with the Claims Conditions of this Policy.

Where the law of a jurisdiction outside Australia prevents Us from conducting Your defence, We will pay only those Defence Costs that We have agreed in writing to pay.

2 – Legal Costs

Your legal representation costs reasonably and necessarily incurred with Our prior written consent which will not be unreasonably withheld, at a coronial inquest or inquiry into any death which may be the subject of a claim for Compensation under Section 2 – Personal Liability.

3 – Expenses

Your other reasonable expenses necessarily incurred, in connection with an Occurrence, with Our prior written consent which will not be unreasonably withheld

4 – Interest after judgment

interest accruing on amounts payable after judgement has been entered against You until We have paid, tendered or deposited in the court the amount that We are liable to pay following judgement

5 – Court attendance stipend

a daily stipend of $250 if We require You to attend court as a witness, up to a total of $10,000 in any one Policy Period.

6 – Motor Vehicle Liability

a claim against You for Compensation You become legally liable to pay resulting from an Occurrence during the Policy Period for the death of, or Personal Injury to, a person, or Property Damage, arising from Your ownership, custody or use of any of the following vehicles that are not required to be registered by law:

a. motorcycles (including mini bikes and trail bikes but excluding quadbikes) up to 250cc capacity or 20kW for electric motorcycles;

b. Pedal Cycles (but excluding electric scooters);

c. golf buggies;

d. ride-on mowers;

e. any motorised wheelchairs or mobility scooters used to assist the disabled or elderly; or

f. any domestic trailer not attached to any vehicle.

We will also cover You for the death of, or Personal Injury to, a person caused by You solely as a result of You being a passenger in a registered vehicle, or arising from the ownership, custody or use of any registered vehicle where the Occurrence takes place at the Insured Address, in each case occurring during the Policy Period.

We will not cover You if You are entitled to be wholly or partly insured or protected by any compulsory statutory insurance, accident compensation scheme or other policy specifically covering compulsory third party motor vehicle liability (or would have been but for a failure to register or to comply with such scheme).

In addition to the Limit of Liability, We will pay legal costs You incur with Our consent to defend the claim.

7 – Committee Membership

a claim against You for Compensation You become legally liable to pay following an alleged or actual act or omission in connection with Your position as:

1. a committee member of a sporting or social club or community organisation;
2. an unpaid officer or director of a not-for-profit organisation; or
3. as a member of the committee of a body corporate or owners corporation.

We will not cover You if You receive any payment for holding the position, or hold the position in a professional sporting club.

The claim for Compensation must be made against You within the Policy Period.

The most We will pay under this Additional Benefit, including legal costs, is $1,000,000 during any one Policy Period.

We will not cover You where You receive reimbursement from the sporting or social club or community organisation, not-for-profit organisation, or body corporate or owners corporation, for any Compensation You become legally liable to pay.

We will also not cover You if the alleged or actual act or omission occurred prior to the commencement of, or after the cessation of, cover under this Policy.

8 – Damage to the Property of Others

the replacement cost of another person's property, up to $15,000 for any one Occurrence, if it is Damaged or destroyed by You, whether or not You are legally liable for it. This Additional Benefit does not apply to property owned by, rented to or in the care of You or Your Family, or to Damage caused intentionally by You or Your Family.

9 – Incidental Business and Farming

We will extend cover to an incidental business conducted by You at the Insured Address that:

1. is incidental to Your use of the Insured Address as Your residence;
2. does not yield gross revenue of more than $50,000 in any year (other than the management of Your own personal investments); and
3. has no employees subject to workers' compensation legislation and conforms to local, state and federal laws;

EXCESS

The amount that We pay in relation to Your claim under Section 2 – Personal Liability will be reduced by the amount of any applicable Excess(es) as shown in the Schedule or detailed in this document.

Otherwise, You must pay the amount shown in the Schedule as the Excess payable in respect of Section 2 – Personal Liability for each claim that is accepted by Us under Section 2 – Personal Liability.

The Excess amount payable in respect of a claim made under Section 2 – Personal Liability is shown in the Schedule.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 2

The meaning of some of the important words and terms used in Section 2 – Personal Liability only are shown below.

Compensation means

any amount paid or payable by You for Personal Injury or Property Damage pursuant to any:

1. court judgment; or
2. settlement with Our consent.

Compensation does not include:

1. aggravated, punitive or exemplary damages;
2. fines or penalties imposed by law (including civil penalties); or
3. any matters which are deemed uninsurable under the law.

Defence Costs means

legal costs and disbursements and related expenses connected to the defence of a claim covered under this Section 2 – Personal Liability and incurred by:

1. You with Our prior written consent which will not be unreasonably withheld; or
2. Us after We have assumed conduct of any proceedings in:
   a. defending any proceedings;
   b. conducting any claim for contribution or recovery; or
   c. investigating, avoiding, reducing or settling any claim for Compensation.

Defence Costs does not include any of Your internal or overhead expenses or the cost of Your time.

Employment Practices means

any act which is considered:

1. wrongful or unfair dismissal, termination or suspension;
2. denial of natural justice;
3. defamatory;
4. misleading representation or false advertising;
5. libel;
6. slander;
7. harassment;
8. bullying; or
9. discrimination,

but only as it applies with respect to employment or prospective employment by You of a person as an employee or prospective employee, as a volunteer, or on work experience.

Personal Injury means

1. bodily injury, death, illness, disability, shock, fright, mental anguish or mental injury;
2. false arrest, wrongful detention, false imprisonment or malicious prosecution;
3. wrongful entry or eviction or other invasion of the right of privacy;
4. a publication or utterance of defamatory or disparaging material; or
5. assault and battery not committed by You at Your direction unless committed for the purpose of preventing or eliminating danger to person or property,

occurring during the Policy Period within the Policy Territory.

Property Damage means

1. Damage to or destruction of physical property, or
2. loss of use of physical property,

occurring during the Policy Period within the Policy Territory.

Property Damage does not include damage to, loss of, destruction of, or loss of use of or access to, Electronic Data.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 2

The General Exclusions applying to Section 2 – Personal Liability. In addition, the following specific exclusions apply to Section 2 – Personal Liability and We will not cover any Compensation arising out of or in any way connected with the following:

1. damage to Your property or property under your physical or legal control;
2. liability for Personal Injury to Your current or former employees and/or officers, whilst engaged solely in work or duties on Your behalf;
3. Employment Practices;
4. liability imposed by any workers' compensation, accident compensation or similar legislation;

5. rendering of, or failure to render, professional advice or services by You, or by anyone on Your behalf;
6. the publication or utterance of a defamation, libel or slander:
   a. made prior to the commencement of this Policy; or
   b. made by You, or at Your direction, when You knew it to be false;
7. construction, erection or demolition of Your Building, other than Your liability as the owner of the Building arising from construction, renovation, alteration, addition or repair works that are covered under Section 1 Additional Benefit 24 – Renovations and Building Works;
8. vibration, removal or the weakening or interference with support to land, buildings, or other property;
9. liability assumed under a contract, except where that liability would otherwise exist at law in the absence of the contract;
10. fines, penalties, punitive, exemplary, liquidated, aggravated, or additional damages (including interests and costs) imposed against You;
11. damage to property owned, leased, hired by, under hire purchase, on loan or rented to You or otherwise in Your care, custody or control other than visitors' clothing and personal effects, or Damage caused by fire, smoke or explosion to premises (including their fixtures and fittings) rented to or occupied by You;
12. damage to property belonging to any person who is deemed to be Your worker or employee within the provisions of any employment related law, regulation or accident compensation scheme;
13. Your actions or failure to act as an officer or director of any corporation or organisation, other than as a member of the committee of a body corporate or owners corporation, or as an unpaid officer or director of a not-for-profit organisation (subject to Additional Benefit 7 – Committee Membership);
14. discrimination or harassment of any kind, including on the grounds of age, race, colour, sex, sexual orientation, religion, disability or national origin;
15. any financial guarantee given by You or Your Family of the financial performance of any person or organisation;
16. any illness, sickness or disease transmitted, intentionally or unintentionally, by You to any person, or the fear of contracting any illness, sickness or disease;
17. any act intended by You or Your Family to cause Personal Injury or Property Damage, even if the injury or damage is of a different degree or type than intended, unless the act was reasonably intended to protect people or property;
18. any actual, alleged or threatened sexual molestation, sexual misconduct, harassment or abuse;
19. Personal Injury to You, any person who normally lives with You, or any person named in the Schedule, or any claim for Personal Injury brought by any of those persons against another of them;
20. any swimming pool or spa at the Insured Address that does not comply with the minimum safety requirements of the building regulations or code applying in the state or territory where it is located, to the extent that the non-compliance contributes to the Occurrence;
21. Your pursuit or holding of an elected public office, unless the annual compensation of the office does not exceed $20,000 and its duties do not exceed an average of 20 hours per week during the Policy Period;
22. participation in or practice for competitive racing of any Vehicle, Watercraft, Aircraft or drone;
23. the ownership, possession or use of any Aircraft, other than:
   a. an Aircraft chartered by You with a paid crew that is not owned by You or by any entity in which You have an ownership or leasehold interest; or
   b. a drone or other remotely piloted aircraft operated in Australia or New Zealand for recreational purposes in accordance with the rules of the Civil Aviation Safety Authority and all applicable laws, by an operator who does not require CASA authorisation, and outside restricted airspace.

   We do not cover Property Damage to any Aircraft rented to, owned by or in the care of You or Your Family, or Property Damage to any Aircraft caused by a drone, whether or not contact occurs;
24. the ownership, possession or use of any Vehicle, including any trailer or Watercraft being towed by or carried on a registered Vehicle, other than as provided under Additional Benefit 6 – Motor Vehicle Liability, or a Vehicle that is not capable of being driven and is in storage at the Insured Address;
25. the ownership, possession, use or towing of any Watercraft that is 4 metres or longer or has an engine rated at more than 50 horsepower and is owned or controlled, directly or indirectly, by You or Your Family, or any Watercraft furnished or rented to You or Your Family for longer than 30 days.;
26. You permitting any person to use a Vehicle, Watercraft, Aircraft or drone, or any person using a Vehicle, Watercraft, Aircraft or drone without Your permission;
27. the entrustment of property to any person, the failure to supervise, or negligent supervision of, any person, or any parental or ownership liability, where the Compensation arises:
   a. out of the ownership, maintenance or use of any Vehicle, Watercraft 4 metres or longer or with more than 50 horsepower, Aircraft or drone; or
   b. in or from a criminal act; or
28. any damages or compensation You are legally obligated to provide under any workers compensation, disability benefits or other similar laws.

SECTION 3: CYBER

COVER

We will cover You, up to the per Cyber Event Section 3 – Cyber Limit of Liability shown in the Schedule for:

1. Cyber Crime:

a. loss of Funds as a result of Cyber Crime; and

b. the reasonable and necessary costs You incur solely and directly as a result of such Cyber Crime for:

i. damages You become legally liable to pay a third party arising directly out of the Cyber Crime;

ii. salary lost due to time off work during the first 60 days after discovery to complete fraud affidavits and meet with law enforcement, credit agencies, merchants or legal counsel, up to $10,000 and in excess of any other benefits available to You; and

iii. subject to Our consent, legal fees up to $2,000 for Your defence against claims by a business or collection agency, the removal of judgments wrongly entered against You, or challenging information in Your consumer credit report.

2. Cyber Extortion Costs:

the reasonable and necessary costs You incur as a result of a Cyber Extortion Event, with our prior approval, not to be unreasonably withheld, of:

a. retaining a Third Party Vendor to respond to a Cyber Extortion Event, including negotiating the removal of the threat and removing any malware or other malicious software installed to facilitate it;

b. Your loss of legal tender used to stop or remove the Cyber Extortion Event; and

c. replacing, repairing, restoring or recovering Your Computer Equipment damaged or destroyed as a result of the Cyber Extortion Event.

3. Cyber Breach Costs

the reasonable and necessary costs You incur as a result of a Cyber Breach of Personal Information including:

a. salary lost by You during the first 60 days after You discover a Cyber Breach of Personal Information, up to $5,000 in any one Policy Period and in excess of any other benefits available to You;

b. temporary relocation expenses for You incurred within 60 days after the earliest date attributable to a Cyber Breach of Personal Information; and

c. with Our prior approval, legal fees You incur for advice solely on how to respond to a Cyber Breach of Personal Information, incurred within one year of the Cyber Breach of Personal Information (but not fees for bringing or defending any legal action).

4. Data Restoration Costs

the reasonable and necessary costs You incur, as a result of a Cyber Attack or the introduction of a computer virus, worm or other malware, and using the most cost-effective method, of replacing or recreating Your personal Electronic Data, and non-recoverable purchased eBooks, software, applications, music and movie files, stored on Computer Equipment You own or possess.

5. Cyberbullying

for the following reasonable and necessary costs You incur solely and directly as a result of a Cyberbullying Event:

a. rest and recuperation costs prescribed by a medical practitioner, psychologist or other authorised mental health professional (other than You or Your Family), up to $15,000, when incurred within 180 days after an act forming part of the Cyberbullying Event;

b. salary lost due to wrongful termination of employment during the first 60 days after such an act, up to $20,000, in excess of any other benefits available to You;

c. temporary relocation costs for You, up to $15,000, when incurred within 60 days after such an act;

d. temporary private tutoring costs, or the additional cost of enrolment at an alternative but similar school, up to $15,000, when incurred within 60 days after such an act; and

e. the costs of a professional public relations consultant, a professional digital forensic analyst to assist a prosecution, or a professional cyber security consultant, up to $10,000 per person and $20,000 in total, when incurred within one year after such an act.

We will not pay for any costs You incur as a result of a Cyberbullying Event committed by You, Your Family or any person who normally lives with You, or with the collusion of any of them, or arising out of Your business, trade or profession.

We will only cover You under this Section 3 – Cyber where such Cyber Crime, Cyber Extortion Event, Cyber Breach of Personal Information, Cyber Attack or Cyberbullying Event first occurs during the Policy Period and which is discovered no more than twelve (12) months following the expiry of the Policy Period.

Where You have chosen cover under Section 3 – Cyber and it is shown on Your Policy Schedule, the General Exclusions for Cyber Incidents and Electronic Data under the Policy, as detailed in the General Exclusions, do not apply to this Section 3 - Cyber.

EXCESS

The amount that We pay in relation to Your claim under Section 3 – Cyber will be reduced by the amount of any applicable Excess(es), as shown in the Schedule or detailed in this document.

Otherwise, You must pay the amount shown in the Schedule as the Excess payable in respect of Section 3 – Cyber for each claim that is accepted by Us under Section 3 - Cyber.

The Excess amount payable in respect of a claim under Section 3 – Cyber is shown in the Schedule.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 3

The meaning of some of the important words and terms used in Section 3 – Cyber only are shown below.

Cyber Attack means

any of the following:

1. malicious or fraudulent acts directed at Your Computer Equipment or Electronic Data;

2. unauthorised access to or use of Your Computer Equipment or Electronic Data;

3. alteration, corruption, damage, manipulation, misappropriation, theft or destruction of Your Computer Equipment or Electronic Data;

4. transmission or introduction into Your Computer Equipment or Electronic Data of a computer virus or harmful code, including ransomware; or

5. restriction or inhibition of access to Your Computer Equipment or Electronic Data.

Cyber Breach of Personal Information means

the theft, loss or unauthorised use of or access to Your Personal Information arising out of a Cyber Attack, which results in Your Personal Information being made public and which:

1. compromises the security of Your Building or puts You at physical risk;

2. results in identity theft covered under Section 1, Additional Cover 11: Identity Theft; or

3. leads to:

    a. Your wrongful termination of employment, false arrest, wrongful discipline by a governing official or body of a school, college or university; or

    b. You suffering debilitating shock, mental anguish or mental injury, diagnosed by a registered psychologist or medical practitioner approved by Us.

Cyber Crime means

the fraudulent misappropriation of Funds by any person acting without any participation or knowledge on Your part from Social Engineering Fraud, a Cyber Attack, phishing, phreaking or other forms of cyber fraud.

Cyber Extortion Event means

one or more similar or related acts, verified by a Third Party Vendor as arising out of a Cyber Attack against Your Computer Equipment or Electronic Data, which threaten to, or actually do, unless a payment is made:

1. release, divulge, disseminate, destroy or use Your Personal Information;

2. disable or make inoperable Your Computer Equipment; or

3. restrict or inhibit Your access to Your Computer Equipment or Personal Information.

Cyberbullying Event means

two or more similar or related acts of harassment or intimidation, including defamation, invasion of privacy or threats of violence, committed against You by computer, telephone, portable electronic device or any similar electronic means, and resulting in:

1. Your wrongful termination of employment;

2. Your false arrest;

3. Your wrongful discipline by a governing official or body of a school, college or university; or

4. You suffering debilitating shock, mental anguish or mental injury, diagnosed by a medical practitioner, psychologist or other authorised mental health professional (other than You or Your Family), leading to Your inability to attend school full-time or to work for more than one week.

Financial Institution means

a bank, building society, credit union or other entity that is regulated in Australia and holds an Australian financial services licence or an Australian credit licence, or an equivalent institution regulated in another country, and which holds Funds belonging to You.

Personal Information means

the personal information of You, past and present, held digitally.

Social Engineering Fraud means

impersonation by digital media (including but not limited to email and social media) of:

1. You;

2. a party with which You have a written contract for the sale or purchase of goods or services,

by a Third Party to manipulate You to issue an instruction to a financial institution to debit, pay, deliver or transfer Funds to that Third Party or another person or entity.

Third Party means

a person or persons who are not You.

Third Party Vendor means

a qualified cyber security service provider nominated by Us.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 3

The General Conditions apply to Section 3 – Cyber. In addition, the following specific conditions apply to Section 3 – Cyber:

1. it is a condition of cover for any loss of Funds arising from a transfer of Funds that, before making the transfer, You have:

    a. used the Confirmation of Payee service (or equivalent account name verification service) made available by Your Financial Institution, and that service has returned a match between the name of the intended payee and the name of the holder of the account to which the Funds are to be transferred; or

    b. confirmed the account details by telephone with the intended transferee, using a telephone number that You have independently verified and not one supplied to You in the payment request or instruction;

2. it is a condition of cover for Cyber Extortion Costs that a Third Party Vendor has investigated and confirmed that a Cyber Extortion Event has occurred. If the Third Party Vendor does not confirm that a Cyber Extortion Event has occurred, no cover applies under this Section for that event;

3. it is a condition of cover that any loss of Funds has been reported to, and verified by, the police (including via the Australian Government's Report Cyber service), Your Financial Institution and any relevant credit reporting body;
4. You must give Us written notice as soon as reasonably practicable of the discovery of any conduct that is fraudulent or dishonest by any person with access to or control of Your Funds or any lack of integrity by such person whether giving rise to a claim or not;
5. on discovering a loss or circumstances likely to give rise to a loss covered by Section 3 - Cyber, You must, at Your own expense:
    a. as soon as reasonably practicable give written notice to Us;
    b. as soon as reasonably practicable give written notice to the police;
    c. notify Us within 72 hours after You discover a Cyber Extortion Event;
    d. within 28 days of discovering a loss or circumstances likely to give rise to a loss covered by Section 3 - Cyber, provide to Us a written statement containing details of the cause, description and amount of the loss and any other information that We may reasonably require;
    e. complete any claim form or sworn proof of loss that We may reasonably require;
    f. provide full assistance and cooperation to Us in investigating the loss; and
    g. take all reasonable steps to obtain recovery of the loss and prevent any further loss.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 3

The General Exclusions apply to Section 3 – Cyber. In addition, the following specific exclusions apply to Section 3 – Cyber and We will not be liable for any claim:

1. resulting directly or indirectly from a failure to follow Specific Condition 1 to Section 3 - Cyber, subject always to the Insurance Contracts Act 1984 (Cth);
2. which is separately covered under any other section of this Policy;
3. unless You have previously exhausted Your rights and entitlements under any other fidelity bond or fund, whether of a statutory nature or not;
4. connected with any further Cyber Crime committed after the initial discovery of loss;
5. arising out of a Cyber Crime committed prior to the Policy Period;
6. for consequential loss;
7. arising out of the conduct of any person if You have any prior knowledge of any prior act of fraud or dishonesty by that person;
8. where proof of the existence or amount of loss depends on any comparison of inventory records with a physical count or a profit and loss computation, except that this exclusion will not apply to the extent that You are able to prove the amount of the loss through other evidence unrelated to comparison or computation;
9. arising from a failure to make payment or of default under a loan or other credit transaction;
10. for any loss or costs arising out of Your business, trade, profession or occupation, or out of Computer Equipment or Electronic Data used for Your business, trade, profession or occupation;
11. for any loss or costs You incur in relation to a Cyber Crime, Cyber Attack, Cyber Extortion Event, Cyber Breach of Personal Information or Cyberbullying Event caused or committed by You, Your Family or any person who normally lives with You, or with the collusion of any of them.
12. for any failure, disruption, or slowdown of any infrastructure that is operated or supplied by a third party including:
    a. satellites;
    b. internet and cable infrastructure (including any undersea cables, Domain Name System, Certificate Authority, or Internet Service Provider);
    c. telecommunications, electricity, power, gas, water or other utility services.
13. in respect of or in connection with any Computer Equipment or Electronic Data that that has been provided for Your use by Your employer; or
14. arising from any access through Your personal Computer Equipment to the Computer Equipment of a business that You own, that You are employed by or for whom You perform work.

GENERAL EXCLUSIONS

These General Exclusions apply to all Sections of this Policy, however, each Section may have Specific Exclusions which also apply to the cover offered under that separate Section and which should be read and applied in addition to the General Exclusions below.

The Policy does not cover any claim, loss, damage, destruction, compensation, liability, cost or expense of any nature arising out of or in any way connected with the following, regardless of another cause to such, claim, loss, damage, destruction, compensation, liability, cost or expense:

Act of Terrorism

any Act of Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You.

Asbestos

Asbestos or asbestos products or any materials containing asbestos in whatever form or quantity.

Business activities

any business, trade, profession or occupation, or any investment or other profit-seeking activity, carried on by You, other than:

1. volunteer work for a registered charitable, religious or community organisation;
2. a residential investment property listed in the Schedule;
3. incidental business conducted at the Insured Address as provided for in Section 1: Additional Benefit 26 Incidental Business and Farming, and Section 2: Additional Benefit 9 Incidental Business and Farming;
4. office equipment, including Computer Equipment, office furniture and stationery, as provided by Section 1: Additional Benefit 20 Professional Equipment
5. a self-employed activity conducted away from the Insured Address of a kind normally undertaken by persons under the age of 18 (such as babysitting, newspaper delivery, caddying or lawn care) that does not yield gross revenue of more than $10,000 in any year, has no employees subject to workers' compensation legislation and conforms to local, state and federal laws; or

This exclusion does not apply to cover under Section 2 for Personal Injury or Property Damage arising out of the physical condition of the Insured Address where You lawfully carry on a business there without employees subject to workers' compensation legislation and You do not have any other valid insurance covering Your liability.

Communicable Disease

a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto. In this exclusion, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer Equipment

any Computer Equipment that fails to perform or function in the manner for which it was designed.

Cyber Incident

any Cyber Incident, which for the purpose of this exclusion means

1. unauthorised or malicious acts and/or the threat of unauthorised or malicious acts, regardless of time or place;
2. malware or similar mechanism;
3. programming or operator error, whether by the insured or any other person or persons;
4. any unintentional or unplanned outage, wholly or partially, of the insured's Computer System not directly caused by physical loss or damage;

affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.

We will not apply this general exclusion of Cyber Incidents giving rise to a claim made and covered under Section 3 – Cyber.

Dishonest, Intentional or Reckless Conduct

any actual or alleged:-

1. dishonest, fraudulent, criminal or malicious act;
2. wilful or reckless breach of any statute, contract or duty;
3. conduct intended to cause loss, damage, destruction, liability, omission, cost or expense, or conduct engaged in with reckless disregard for such consequences,

committed by You or any person acting with Your knowledge, express or implied consent, or participation.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), this exclusion does not apply where We have reviewed the claim and are reasonably satisfied that a particular person covered by this Policy, who has a financial interest in the Insured Property, in respect of the claimed incident was a victim of domestic violence, coercion or a vulnerable person, and did not contribute to, assist, facilitate or cause it. If so, and the incident otherwise meets the terms of this Policy,

We will settle the claim for that particular person, but only to the extent of their financial interest in the Insured Property or legal liability.

Electronic Data

Loss, damage, or unplanned alteration of Electronic Data.

We will not apply this general exclusion for Electronic Data giving rise to a claim made and covered under Section 3 – Cyber.

Known Faults and Defects

faults and defects in Your Building or Your Contents which are known to You, or which you ought reasonably to have known.

We will not apply this exclusion to resultant Damage to Your Building or Your Contents if You knew, or ought reasonably should have known, about the faults or defects, but did not have a reasonable period to fix the faults or defects.

Pathogenic Organisms

any Pathogenic Organism.

For the purposes of this Exclusion pathogenic organism shall include but is not limited to the following:

Mould or fungi or its spores, bacteria, yeasts, mildew, algae, mycotoxins or any other metabolic products enzymes or protein secreted by the above whether toxic or otherwise.

It is understood and agreed that Insurers shall not be under any duty to defend the insured in any proceedings in connection with any Pathogenic Organism claims or incidents.

This exclusion shall apply irrespective of when the claim arose or was made and irrespective of when the exposure to any Pathogenic Organism occurred.

Pollution

the discharge, disposal, release, seepage, migration or escape of Pollutants or the cost of preventing, removing, nullifying, or clean-up of any contamination or pollution.

Radioactivity

any:

1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
5. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials or electromagnetic weapon regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion shall be paramount and shall override anything contained in the Policy that is inconsistent with this exclusion.

Vacant Land

a vacant block of land unless agreed to in writing by Us.

War

war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or confiscation or nationalisation, or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

War and Cyber Operation

any:

1. War; and/or
2. Cyber Operation that is carried out as part of a War, or the immediate preparation for a War; and/or
3. Cyber Operation that causes a State to become an Impacted State. This paragraph 3 shall not apply to the direct or indirect effect of a Cyber Operation on a Computer System used by the Insured or its third-party service providers that is not physically located in an Impacted State but is affected by a Cyber Operation.

Attribution of a Cyber Operation to a State

Notwithstanding the Insurer's burden of proof, which shall remain unchanged by this clause, in determining attribution of a Cyber Operation to a State, the Insured and Insurer will consider such objectively reasonable evidence that is available to them. Further to any legally permissible evidence, this may include formal or official attribution by the government of the State in which the Computer System affected by the Cyber Operation is physically located to another State or those acting at its direction or under its control.

For the purposes of this War and Cyber Operation exclusion:

Computer System means

any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility. If there is any inconsistency between definitions of computer system in this General Exclusion and the Policy, the definition in the Specific Policy Section shall apply.

Cyber Operation means

the use of a Computer System by, at the direction of, or under the control of a State to:

1. disrupt, deny, degrade functionality of a Computer System, and/or

2. copy, remove, manipulate or destroy information in a Computer System.

Essential Service means

a service that is essential for the maintenance of vital functions of a State including, but not limited to, financial institutions and associated financial market infrastructure, health services or utility services.

Impacted State means

any State where a Cyber Operation has had a major detrimental impact on:

1. the functioning of that State due to disruption to the availability, integrity or delivery of an Essential Service in that State, and/or

2. *the security or defence of that State.*

State means

a sovereign state.

War means

armed conflict involving physical force:

1. by a State against another State, or

2. as part of a civil war, rebellion, revolution, insurrection, military or usurped power, whether War be declared or not.

GENERAL CONDITIONS

These General Conditions apply to cover under all Sections of this Policy. In addition, each Section may have Specific Conditions which apply to the cover offered under that separate Section and which should be read in addition to the General Conditions below.

Adequate Sums Insured

In the event of a loss, the Sums Insured and Limits applying to each Section of the Policy are intended to cover reasonable loss, subject to the Policy terms. It is Your responsibility to ensure the adequacy of the Sums Insured and You should review these both during the currency of the Policy Period and prior to renewal each year.

Regular Building and Contents valuations should be sought to ensure that Sums Insured and Limits are set at appropriate levels. When setting the Sum Insured amounts, particularly for your Building and/or Contents, You should consider whether they are sufficient to cover their full replacement value.

Seek professional valuation advice where necessary.

If the Sums Insured and Limits under this Policy are not adequate, You may not have sufficient insurance cover and You may need to pay for the uninsured amount of the loss or Damage.

Applicable Law

Should any dispute arise concerning this Policy, the dispute will be determined in accordance with the law of Australia and its states and territories. In relation to any such dispute, the parties agree to submit to the jurisdiction of any competent court in a State or Territory of Australia.

Assignment

You must not assign this Policy or any of Your rights under this Policy without Our prior written consent which will not be unreasonably withheld.

Breach of the Policy terms

If You breach any of the terms of this Policy We may refuse or reduce a claim, cancel Your Policy or do both. The course of action We take when You breach any of the terms will be considered in each circumstance based on what impact or effect Your breach caused or contributed to the claim or Our decision to issue Your Policy.

Cancellation

1. You may cancel this Policy by giving notice in writing to Us. If such notice is given, the cancellation will take effect on the day the notice is received by Us.
2. We may cancel this Policy in any of the circumstances set out in the *Insurance Contracts Act 1984 (Cth*), including where:
    a. You failed to comply with Your duty to take reasonable care not to make a misrepresentation;
    b. You have failed to comply with a provision of Your Policy, including a term relating to the payment of Premium;
    c. You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that the Policy covers you; or
    d. We are otherwise permitted to cancel Your Policy by law.
3. If We decide to cancel Your Policy because You have not paid Your Premium within 60 days of its due date, or We cancel Your Policy for any other reason, We will give You at least 3 business days' notice in writing before the Policy is cancelled.
4. Any notices We issue with regard to the cancellation of Your Policy will be sent to Your insurance broker.
5. After cancellation of the Policy by You a refund of Premium (less any non-refundable government taxes, charges and levies) will be returned to You pro rata for the unused Policy Period.
6. When the Premium is subject to adjustment, cancellation will not affect Your obligation to supply to Us such information as is necessary to permit the Premium adjustment to be calculated and to pay the amount of the adjustment applicable up to the date of cancellation.
7. In the event of a claim or claims having been notified to Us prior to the effective date of cancellation there will be no refund of Premium for the unused part of the Policy Period.

Changes affecting Sum Insured

You must notify Us in writing as soon as is reasonably practicable of any changes that You become aware of that may affect the Sum Insured after commencement of the Policy. Changes that You must notify Us of include:

1. removal of any Contents or alteration to any Building;
2. the Building being left Unoccupied for a period of more than 100 consecutive days;
3. Your interest in any Insured Property ceasing;
4. any instance where the nature of the occupation of the Insured Property are changed in such a way to increase any risk insured under this Policy; or
5. You being placed into bankruptcy, receivership, administration or liquidation.

If We accept the change, You must pay Us any additional premium we require.

If You fail to notify us of any of these specified changes We might not be liable (subject to Section 54 of the *Insurance Contracts Act 1984 (Cth)*) for any loss, damage or liability caused or contributed to by any such change or alteration.

Where applicable, the Building Sum Insured and Contents Sum Insured for Your Insured Property will be shown on Your Policy schedule. To help You and Us agree on the appropriate amount insured, for Your Insured Property, We may, but are not obligated to, conduct an appraisal of Your Building and Contents. We may change the amount of Your Sums Insured for Your Building and/or Contents to reflect the value of the property as determined by Our appraisal. Where Your Sums Insured are changed, We will adjust Your premium in accordance with our standard rating model.

Changes in Policy

No changes in this Policy will be valid unless agreed to in writing by Us. The requirements of any Section may not be deemed to be waived unless We agree to waive them in writing.

If You do wish to make changes to your Policy, for example to make changes to Sums Insured, the types of cover You have selected or Your details, You should notify Your insurance broker to request the change. Your insurance broker will then notify Us of the change and We will confirm the change in writing, if We agree. This agreement will not be unreasonably withheld.

Excesses

The Excess is the amount You must contribute towards the cost of any claim You make. If We agree to pay Your claim, the Excess will be deducted from the amount of the claim that is paid to You, or You may be asked to pay the Excess to a supplier, repairer or to Us.

The amount of each applicable Excess, including any Special Excess, applicable to the cover available under each Policy Section is shown on Your Schedule. Unless otherwise stated in a Section, the application of an Excess under one Section does not reduce the application of an Excess under any other Section and You are liable to pay both the standard Excess and Special Excess where applicable.

Goods and Services Tax (GST) Implications

If You:

1. are registered for GST; and

2. are, will be or would have been entitled to an input tax credit under the A New Tax System (Goods and Services Tax) Act 1999 if You were to incur the cost to which a claim under this Policy relates,

We will reduce any amount We pay under any such claim by an amount equal to Your input tax credit entitlement. You must inform Us of the extent of Your entitlement to an input tax credit at or before the time a claim is made under this Policy, so that we can correctly calculate the amount of payment We make to You based on Your GST status. See Your tax adviser for information about Your specific circumstances.

Inspection and Audit

We or a person acting on Our behalf may inspect any Insured Property by giving reasonable written notice to You. Neither Our right to make inspections nor the making of any inspection nor any report thereon will constitute an undertaking by Us on behalf of or for Your benefit or warrant that such Insured Property or operations are safe or healthful, or are in compliance with any applicable law, rule or regulation.

Insurance Contracts Act

Nothing contained in this Policy is to be construed to reduce or waive either Your or Our privileges, rights or remedies available under the *Insurance Contracts Act 1984 (Cth)*.

Interests of Other Parties

The insurable interest of only those parties specifically noted in the Schedule are covered by the Policy.

Where the insurance covers the interest of more than one party, any act or neglect of an individual party (other than those described in the Dishonest or Intentional Conduct general exclusion) will not prejudice the rights of any remaining party; provided that the remaining party shall, as soon as reasonably practicable upon becoming aware of any act or neglect whereby the risk of damage has increased, give notice in writing to Us and in such cases, We have the right to charge a reasonable additional premium.

If any other party, such as a financier, has an interest in any Insured Property or item insured under this Policy and We agree to settle Your claim by cash payment, We reserve the right to pay all or part of the claim proceeds to the other party. This will satisfy Our obligations to You under the Policy for the payment of Your claim.

Reasonable Care

You must:

1. take all reasonable measures to maintain all Insured Property in sound condition;

2. take all reasonable precautions to prevent or minimise loss, damage, destruction, liability, compensation, cost or expense covered by this Policy;

3. comply with all obligations and regulations imposed by any authority; and

4. take all reasonable measures to ensure that only competent employees and contractors are employed or contracted to undertake work on Your behalf at the Insured Address.

Reinstatement of Sum Insured

After We have admitted liability for a claim We will, subject to any stated limitation or condition, automatically reinstate the Sum Insured, Additional Benefit and/or Additional Cover limits to their pre-loss amount without any additional Premium having to be paid.

This condition does not apply:

1. when We pay a total loss;
2. when We pay the full Sum Insured; or
3. to any aggregate limit or limit expressed to apply in any one Policy Period.

Renewing Your Policy

At least 14 days before Your Policy expires, We will provide You a notice, offering Our renewal terms, or explaining the reason for not offering to renew Your Policy. Our notice to You will be provided to Your insurance broker, on Your behalf, and not directly to You. If We offer to renew your Policy, You are not obliged to renew the Policy.

When We offer you our renewal terms, We encourage you to check the new Sums Insured to make sure they are adequate to cover your needs. We may also remind You of Your previous answers to our questions.

You must check all the information recorded in Our renewal offer, and tell Us immediately if any of it is inaccurate or incomplete. This includes any changes that have occurred during the term of Your Policy; for example, changes to the Building or Contents.

Any changes to the information in Our offer of renewal may cause Us to change our decision to offer renewal of Your Policy or the terms on which We offer such renewal. If You do not tell Us, We may reduce or not pay a claim, cancel Your Policy or treat it as if it never existed.

Renewing Your Policy – adjustment of Premium

If We offer to renew your Policy, and You make any changes to your Policy after We send you our renewal offer and we have agreed to continue to insure you, we will send you an updated renewal offer.

You will need to pay us any additional Premium in the updated renewal offer, to reflect the changes. Payment of the additional Premium will ensure your cover is not affected.

A claim on Your Policy may affect your renewal Premium

If We send You a renewal offer and the Premium does not take into account a claim on Your Policy, You agree to pay Us any additional premium We would have charged if We had known about that claim.

If You tell Us about the claim before Your renewal takes effect and We agree to continue to insure You, We may apply specific conditions to your Policy (including applying an additional Policy excess) and/or recalculate Your renewal premium and send You an updated renewal invitation.

If Your Policy has already renewed, We may ask You for an additional Premium. If you have already paid Your renewal Premium in full, You will need to pay Us any additional Premium to ensure Your cover is not affected. If You do not pay the additional Premium by the due date then We may:

1. deduct the outstanding Premium amount from a claim payment; or

2. cancel your Policy (see 'Cancellation' above).

If it was reasonable in the circumstances for You to be unaware that You had a claim until after We issued Your renewal offer, We will not ask You to pay the additional Premium for that renewal period. However, the claim may affect your future renewal Premiums and/or future Policy conditions (including the application of an additional Policy excess). Please note We may have other rights under this Policy or as permitted by law, depending on the circumstances.

Sanction Limitation Clause

No Insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom, or United States of America.

Storage of Hazardous Materials

Hazardous goods or materials stored at the Insured Address must be stored in the quantities and manner required by any relevant law or standard.

Subrogation

If We make a payment under this Policy, Your rights of contribution, indemnity or recovery are subrogated to Us. You must do all things and execute all documents to enable Us to sue in Your name for such contribution, indemnity or recovery. You must not surrender any right to or settle any claim for contribution, indemnity or recovery without Our prior written consent. If You do, We will not insure You, to the extent permitted by law, to the level of the contribution, indemnity or recovery that You have surrendered.

Suspicious fraudulent or dishonest conduct in connection with Your Funds

You must give Us written notice as soon as reasonably practicable of the discovery of any conduct that You reasonably suspect is fraudulent or dishonest by any person with access to, or control of, Your Funds, whether giving rise to a claim or not.

Your Authorised Representative

You agree that any person representing You when completing the Proposal is authorised to give and receive information on Your behalf.

CLAIMS CONDITIONS

There are things You must and must not do if You make a claim under this Policy. These are set out in these Claims Conditions.

If you fail to comply with the following Claims Conditions We may reduce Our liability to the extent of any prejudice caused by Your failure to comply.

On the happening of any Event, Occurrence, or Cyber Event likely to give rise to a claim under any Section, the following conditions and duties apply, and You must at Your own expense:

1. as soon as reasonably practicable, inform Us by telephone or in writing using the contact details set out in the PDS of any damage, Theft, injury, Cyber Crime or receipt of notice of any claim and/or of the institution of any proceedings against You;
2. as soon as reasonably practicable inform the police of any Malicious Damage, burglary, housebreaking, fraudulent misappropriation, Theft or any attempted Theft of Insured Property and/or Money and provide details of the report to Us. We may need the police report number to process Your claim or Our recovery action if there is a third party who is liable for Your loss;
3. take all reasonable precautions to recover lost or stolen Insured Property and/or Money and minimise the claim;
4. take all reasonable precautions to reduce the damage and to prevent further damage;
5. when requested by Us to do so, complete and lodge a claim form with Us, as soon as is reasonably practicable, with all necessary supporting documentation that We may reasonably require for the investigation and verification of the claim;
6. not arrange for the repair or replacement of any Insured Property in connection with any claim without Our prior written consent which will not be unreasonably withheld;
7. not admit guilt or fault (except in court or to the police);
8. not admit or deny liability for, or offer to negotiate or agree to settle, any claim brought against You without Our prior written consent which will not be unreasonably withheld;
9. not dispose of any Damaged Insured Property without Our prior written consent which will not be unreasonably withheld;
10. allow Us, or Our representative, access to inspect Your Insured Property on reasonable notice and on their reasonable request;
11. assist Us in the defence of any claim brought against You.

In accordance with the Subrogation General Condition, We reserve the right to negotiate, defend or settle in Your name and on Your behalf any claim brought against You and We will have the right to control the conduct of any proceedings and the settlement of any claim. We must exercise that right reasonably, in good faith and having regard to Your interests as well as Our own interests.

Approval required for repairs

Except for the purposes of necessary temporary repairs to prevent imminent further Damage, You are not authorised to commence repairs to Your Insured Property without Our approval, which We will not unreasonably withhold.

Claim Preparation Costs

We will pay costs necessarily and reasonably incurred by You, with Our written prior consent, in preparation of a claim under this Policy for Section 1 Building and Contents, Section 2: Personal Liability, and Section 3 Cyber.

The maximum that We will pay in respect of claims preparation costs during any one Policy Period is $5,000, subject to the Policy limits and conditions.

False or misleading information

We may deny part or all of Your claim if You are not truthful and frank in any statement You make in connection with a claim or if a claim is fraudulent or false in any respect. We may also report any suspected fraudulent act or statement to the police for further investigation.

Lifetime Guarantee on Building Repairs

If You have a Building claim and a defect arises in Your Building as a result of poor quality workmanship or poor quality materials when We replace, repair or rebuild Your Building and We paid (or have a legal liability to pay) the supplier, repairer or builder directly, then We guarantee to rectify the problem by authorising, managing and paying for further replacement, repair or rebuilding, at Our discretion.

This guarantee does not apply to, and We will not cover:

1. work on Your Building that You arrange, authorise or carry out Yourself;
2. loss, Damage or failure of electrical or mechanical appliances or machines forming part of Your Building; or
3. wear and tear consistent with normal gradual deterioration.

Other Insurances

You shall give written notice as soon as reasonably practicable to Us of any other insurance or insurances that is in place covering any of the risks that are the subject of this Policy.

If at the time of any loss, damage or liability there is any other insurance (whether issued to You or any other person) which covers the same loss, damage or liability You must provide Us with any reasonable assistance We require to make a claim for contribution from any other insurer(s) subject to the *Insurance Contracts Act 1984 (Cth)*.

Possession of Damaged Property

On the happening of any loss, destruction or damage in respect of which a claim is or may be made under this Policy, We and every person authorised by Us may, without incurring any liability, and without diminishing Our right to rely upon any terms or conditions of the Policy, enter, take or keep possession of any building or premises where the loss, damage or destruction has happened and may take possession of or require to be delivered to Us any of the Insured Property and may keep possession of and deal with such Insured Property for all reasonable purposes and in any reasonable manner.

You shall not in any case be entitled to abandon any Insured Property to Us, whether or not We have taken possession of the Insured Property.

Preventing Our right of recovery

If You have agreed with or told someone who caused You loss, damage or liability covered by Your Policy that You will not hold them responsible then, to the extent We have been prejudiced by this act, We will not cover You for that loss, damage or liability.

Repairs or Replacement

We have the right to nominate the repairer or supplier to be used, and where reasonable We will seek Your cooperation in selecting the repairer or supplier.

Salvage value

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