

# FIRE & THEFT CONTENTS INSURANCE PRODUCT DISCLOSURE STATEMENT



LUCKY  
YOU'RE  
WITH **AAMI**

# Welcome and thank you for choosing AAMI

This Product Disclosure Statement (PDS) is an important document that sets out what we cover under this policy, what we don't cover, the limits on cover, and the terms and conditions that apply. Read this PDS carefully before you decide whether our cover is right for you.

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

You can ask us for a confirmation of a transaction relating to your policy or any claim by calling us on **13 22 44**.

## Using our products for financial abuse is unacceptable

An insurance policy and the rights under it, including making any claim or receiving claims proceeds, is no place for financial abuse or other types of abuse such as threatening, harassing, or controlling behaviour. Using the policy or the rights in an abusive way can have serious negative impacts on the abused.

We may report reasonable suspicions of financial or domestic abuse to relevant authorities, including law enforcement.

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In this PDS you'll be referred to the Fire and Theft Contents Insurance Additional Information Guide.

This guide is available at [www.aami.com.au](http://www.aami.com.au) and contains further information about premiums, excesses, and claims examples. Please contact us for a free copy.



Some terms and words in this policy have special meanings (definitions) which apply to them. The terms and words with special meanings (definitions) are defined in section 9 'Terms and words with special meanings (definitions)' on page 63. This section may also refer you to where that special meaning can be found in this policy.

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# Key information about AAMI Fire and Theft Contents Insurance



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



## Type of insurance

This policy provides fire and theft cover for your contents inside the building or unit at the insured address.



We don't cover your contents for damage other than by fire or theft. We also don't cover loss or damage to your building or unit.



If you want more comprehensive cover for your contents, you might like to consider AAMI Home Contents Insurance.



## What we pay

### Contents cover

The most we'll pay for loss or damage to your contents for any one incident is **\$25,000** unless we say otherwise in your policy.

### Legal liability cover

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

### Additional covers

We'll pay up to the limits outlined under the relevant Additional cover.



## What we cover

### Insured events

We cover your contents for loss or damage caused by fire (including bushfire) and theft or burglary.

### Legal liability

We cover your legal liability to pay compensation for death, or bodily injury to other people (not you), or loss or damage to their property, in certain situations.













## Additional cover that comes with your policy

There are some additional covers that come with your policy for no extra cost. See section 5 'Additional cover that comes with your policy' on page 39 for more information.

## Summary of cover

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

What we cover				Page
Insured events		Fire (including bushfire)		34
		Theft or burglary		35
Legal liability		Legal liability		36
Additional cover (These are covers that come with your policy)		Storage of undamaged contents		40
		Removal of debris		41

## What to do when an incident happens

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

Here's what to do:



#### Step 1

Make sure everyone is safe.  
For emergencies, call **000**.



#### Step 2

Try to prevent further loss, damage, or liability (for example, if there's a broken window, arrange for it to be secured to prevent theft).



#### Step 3

Report any theft or burglary to the police as soon as possible.

Give them a list of all stolen or damaged items. Keep details of the date reported, name of the police officer, police station reported to, and the report number.



#### Step 4

Contact us as soon as possible by calling **13 22 44**, using our AAMI App, or online.

If you unreasonably delay reporting your claim, we won't pay for any additional loss, damage, or liability caused by your delay. When you contact us, describe details of what has happened (for example, home broken into, and items stolen). For electrical items, please have details about the make and model. If the damage to your contents was caused by another person, then if possible, please provide us their name and address and if applicable, their vehicle registration number.



## Who we mean by 'you'

When we say 'you' or 'your' we mean the person or persons named as the insured on your certificate of insurance. 'You' extends to include members of your family (see page 65) who normally live with you at the insured address.

If the insured shown on your certificate of insurance is a company, trustee of a trust, or body corporate, then 'you' or 'your' means that company, trustee, or body corporate. 'You' or 'your' extends to the following if they normally live at the insured address:

- any company director, company owner, or trust beneficiary
- their respective family members.

## Who we mean by 'we'

When we say 'we', 'us', 'our', or 'AAMI' we mean AAI Limited ABN 48 005 297 807 trading as AAMI.

## Our agreement with you

Your policy is a legal contract of insurance between you and us. If you buy this product from us and you're named as the insured on your certificate of insurance, you'll have entered into the contract of insurance with us. Your policy is made up of your certificate of insurance, this PDS, and any SPDS that we've given you.

## Cooling off period

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

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



## You can also cancel your policy at any time

Alternatively, you can cancel your policy at any time while you're insured. You can cancel your policy as at the date you contact us, a future date, or another date if we agree, and you'll have cover up until that date. For more information see 'What happens with cancellations' on page 58.

## There are some things that we don't cover

Like every insurance policy, there are exclusions, conditions, and limits that apply to your policy. There are some things we don't cover whatever the circumstances. These are found in section 3 'General exclusions' on pages 21 to 32. There are also specific things we don't cover explained in sections 4 and 5 on pages 33 to 41 which are particular to the cover provided under your policy.



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

## When we may refuse to pay a claim or reduce the amount we pay

Where the effect of a term in this policy is that we may refuse to pay a claim (either in whole or in part) by reason of something you or another person did or didn't do after this policy was entered into then, in accordance with the Insurance Contracts Act 1984 (Cth), we may either:

- refuse to pay a claim, however, only to the extent that such act or failure caused or contributed to the loss which gives rise to the claim
- reduce our payment of a claim, however, only by an amount that fairly represents the extent to which our interests are prejudiced by the act or failure.

We may also cancel your policy.

## Sometimes we can provide extra support

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

## These are your responsibilities during the period of insurance

### Things you need to do:

- follow all of the terms and responsibilities set out in your policy
- take steps to prevent theft, loss, damage, or legal liability (for example, ensuring there are working smoke detectors in the building or unit)
- maintain door locks and window locks in good working condition
- provide honest and complete information for any claim, statement, or document supplied to us
- don't behave in a way that's abusive, dangerous, hostile, improper, or threatening when engaging with us and our service providers.

### Keeping your building, unit, and contents well maintained and in good condition:

The following responsibilities are also linked to some general exclusions. You need to:

- fix any inherent defect, faulty design, structural defect, structural fault, or faulty or poor workmanship at the insured address as soon as possible after you identify it or are told about it (see also page 26)

- keep the building or unit (including all sheds, outbuildings, and other structural improvements at the insured address) structurally sound and safe and fit to live in (see also page 24)
- fix things that are blocked, broken, damaged, loose, have fallen down, are missing, are rusted through, or are in a general state of disrepair (for example, the roof leaks when it rains, there are holes in walls, or there are rings (jewellery) where the claw (surrounding the stone) is damaged or worn) (see also page 26)
- keep the building or unit free of infestation from vermin and termites (see also page 24)
- remove mould (see also page 28).

If you're a tenant, you must comply with your responsibilities to the extent you're required to correct, repair, or maintain the building or unit under your tenancy rental agreement.

## We can reduce or deny cover if you don't meet your responsibilities

Your policy may not provide cover if you haven't met your responsibilities, and it may lead us to reduce or refuse to pay your claim (see page 10).

If you don't meet your responsibilities, we may cancel your policy in accordance with the Insurance Contracts Act 1984 (Cth).

## How we'll keep in contact with each other

### Communicating with you by post

We may send your policy documents and policy related communications by post unless you've consented to receiving these electronically (see below).

### Communicating with you electronically

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

### Let us know if your contact details change

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

### How to contact us



Call us on **13 22 44**.

## **When you must contact us**

During the period of insurance, you must tell us as soon as possible about any of the following:

- you've been convicted of a criminal act or offence
- you've had another insurer cancel, decline, or not offer to renew an insurance policy, impose specific conditions on a policy, or refuse a claim
- you start to operate or intend to operate a business activity at the insured address
- you start farming, manufacturing, or undertaking repair work at or from the insured address
- there are changes to any business activity you operate at the insured address, for example, the type of business activity changes, people start to come to the insured address, business signage is installed, or chemicals are kept at the insured address
- any detail on your certificate of insurance isn't accurate, for example, the insured address isn't correct
- when you are permanently changing your insured address (see page 13)
- you start to use or let all or part of the building to tenants (including under any short-term rental, holiday letting, or house sharing arrangement). This includes any arrangements booked through an online booking platform
- trespassers or squatters use or stay at the insured address.

## **Tell us about any of these matters from previous periods of insurance**

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

## **What we'll do when you contact us**

When you tell us about any of the above matters, an additional excess, additional premium, or special condition may be applied to your policy. In some cases, in accordance with the Insurance Contracts Act 1984 (Cth), it may lead us to either:

- refuse to pay a claim by reason of something you or another person did, or failed to do, however, only to the extent that such act or failure caused or contributed to the loss which gives rise to the claim
- reduce our payment of a claim by reason of something you or another person did, or failed to do, however, only by an amount that fairly represents the extent to which our interests are prejudiced by the act or failure.

If what you tell us means we can no longer insure you, we'll cancel your policy in accordance with the Insurance Contracts Act 1984 (Cth).

## **If you don't contact us when you should**

If you don't notify us when you need to, then in accordance with the Insurance Contracts Act 1984 (Cth), we may do either of the following:

- refuse to pay a claim by reason of something you or another person did, or failed to do, however, only to the extent that such act or failure caused or contributed to the loss which gives rise to the claim
- reduce our payment of a claim by reason of something you or another person did, or failed to do, however, only by an amount that fairly represents the extent to which our interests are prejudiced by the act or failure.

This includes a failure to notify us of a change in accordance with this clause.

It may also lead us to cancel your policy in accordance with the Insurance Contracts Act 1984 (Cth).



### **When changing insured address**

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

You must contact us before the **14** days end and ask us to change the insured address if you want contents cover to continue at the new address. We don't provide cover for your contents items while they're being moved from your insured address to your new address.

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

## **About your sum insured**

AAMI Fire and Theft Contents Insurance provides cover for a limited sum insured of **\$25,000**.

Sub-limits apply to some contents items, see 'The different ways we can cover your contents' on page 19.

### **Consider if the sum insured is enough**

Underinsurance can expose you to serious financial loss if a claim occurs. It's your responsibility to ensure that the sum insured for your contents meets your needs.

To help you estimate the replacement value of your contents, we provide a 'Contents Calculator' that you can access at our website [www.aami.com.au](http://www.aami.com.au).

### **Limits and amounts we pay include Goods and Services Tax (GST)**

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

# How your excess works when you make a claim

## What's an excess?

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

## Excess type

<b>Standard excess</b>	This excess applies to all claims unless your policy states otherwise.
<b>Additional excess</b>	An additional excess may apply to your policy based on our assessment of the risk. If an additional excess applies to your policy, this excess is payable in addition to any other excess unless stated otherwise in your policy.
<b>Unoccupied excess</b>	<p>This excess applies in addition to any other excess if at the time of the incident covered by your policy, the building or unit hasn't been occupied for more than <b>60</b> continuous days.</p> <p>You may be required to prove the occupancy of the building or unit in the event of a claim. An example of how you can prove the occupancy is providing us with copies of bills or other documents demonstrating the usage of utilities that are connected to the building or unit.</p>



Refer to the Fire and Theft Contents Insurance Additional Information Guide for more information about excesses.

## How to pay your excess

If any excess(es) applies to your claim, we'll do one of the following:

- deduct the amount of the excess(es) from any cash payment we make
- require you to pay the amount of the excess(es) to us. We'll let you know when and how to pay.

We won't cover any legal or other costs that arise because of any delay in paying the excess.

# What and where we cover – the basics

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## Where we cover

We cover your contents at the insured address when they're inside the building or unit. Contents aren't covered in the open air at the insured address.

The insured address is the address/location shown on your certificate of insurance. The insured address doesn't include common property, however, we'll cover contents stored at the insured address in a lockable area set aside for your exclusive use and for which only you, or the building owner, or their agent has a key, such as a storage cage or locker.

## Your contents

### We cover as your contents

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We cover your contents at the insured address that are your household items you own or are responsible for and use primarily for domestic purposes. Contents are items which aren't permanently attached to the building or insured address such as, but not limited to:

#### We cover



- furniture, furnishings, manchester, kitchenware, clothing, shoes, books
- home computers, laptops, electronic tablets (for example iPads)
- mobile phones
- unfixed electrical goods and appliances not housed in a cabinet
- internal blinds and shutters, drapes, or curtains
- carpets, rugs
- pot plants and their pots
- medical equipment and aids.

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

- a golf cart or buggy, wheelchairs, mobility scooters, or medical aids designed to assist with physical disabilities or the elderly
- ride-on mowers
- remote controlled model or toy motor vehicles
- surfboards, sailboards, kite surfing equipment, canoes, kayaks, and non-motorised surf skis
- remote controlled model or toy watercraft
- remote controlled model or toy aircraft with a wingspan up to **1.5** metres
- personal transportation vehicles (see section 9 'Terms and words with special meanings (definitions)' on page 67)
- drones (see section 9 'Terms and words with special meanings (definitions)' on page 65).

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





### **When contents are insured in a unit**

We also cover items that are permanently attached to the unit which are your household items and you use primarily for domestic purposes, unless the item(s) is common property (see page 64 for the meaning of common property). These items may include the following:

- lino or vinyl flooring installed in the unit, whether permanently attached or not
- floating floors
- air conditioners (ducted or split system) and spas for the sole use of the unit owner or occupier
- wall paint and paper.

Make sure that your contents sum insured meets your needs by checking with your body corporate, owners corporation, or similar body what is and isn't covered by the policy taken out by them. For example, if you've installed floating floors check to see if the body corporate, owners corporation, or similar body insurance policy covers this.



### **If contents are insured in a property that isn't a unit and you're a tenant**

When you're a tenant of a property that isn't a unit, contents also include any items used primarily for domestic and residential purposes, which are permanently attached to the insured address and which you own.

## **We don't cover as your contents**

Contents doesn't include any of the following:

- common property
- any part of the building, unless 'If contents are insured in a property that isn't a unit and you're a tenant' applies to you
- electrical or electronic items that are no longer able to be used for the purpose they were intended (for example, a television that can't be watched)
- floating floors unless covered under 'When contents are insured in a unit', see page 17
- any pets or animals
- electronic files for which you don't have a licence
- items that are or were stock or samples related to any business activities
- loose or compacted soil, sand, lawn, grass, artificial grass, gravel, pebbles, rocks, granular rubber, or water
- plants, trees, shrubs, or hedges in the ground

**We  
don't  
cover**



## We don't cover as your contents (cont'd)

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### We don't cover



- used or applied chemicals, fertilisers, or pesticides
- a motor vehicle, a motorbike, motorcycle, or any other vehicle of any type other than those covered in 'We cover as your contents' (see page 16)
- any contents in a vehicle designed for the temporary accommodation of people and/or conveyance of animals, including contents in a caravan, motorhome, camper trailer, slide-on trailer, slide-on camper, mobile home, trailer, or horse float
- unfitted accessories of any vehicle, watercraft, or aircraft including keys (and keyless electronic starters). However, we'll cover keys (and keyless electronic starters) if they belong to vehicles covered under 'We cover as your contents' (see page 16)
- any unregistered firearms
- any item that's covered under a strata insurance policy that you didn't enter into or the item is required to be insured under the relevant strata state or territory law
- cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, tickets, money orders, or stamps (not in a set or collection)
- any form of cryptocurrency or non-fungible tokens (NFTs), including any devices, wallets, or programs for sending, receiving, storing, transferring, or trading cryptocurrency or NFTs
- uncut gems, unset gems, gold or silver nuggets, bullion, and ingots (not jewellery).

## The most we'll pay for loss or damage to your contents

The most we'll pay for loss or damage to your contents caused by any one incident is **\$25,000**, unless stated otherwise in your policy.

# The different ways we can cover your contents

We cover contents at the insured address when they're inside the building or unit. Contents aren't covered in the open air at the insured address.

## General contents with no individual limit



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

## Contents with fixed limits



There are some categories of contents items that have fixed limits that can't be changed.

These limits, in the table below, are the most we'll pay for contents items in those categories in total.

### The most we'll pay for contents with fixed limits:

Items / Category	Limits for any one incident
Jewellery, watches, other items containing precious metals and stones	Limited to <b>\$1,000 for all items</b> in total
Carpets or rugs that are hand woven or hand knotted	Limited to <b>\$1,000 for all items</b> in total
Paintings, pictures, works of art, antiques, sculptures, ornaments and art objects	Limited to <b>\$1,000 for all items</b> in total
Collections, sets and memorabilia, including stamp collections, collector's pins, medals and currency no longer in circulation	Limited to <b>\$1,000 for all items</b> in total
Commercially produced audio and video media, and computer and game console software	Limited to <b>\$1,000 for all items</b> in total
Refrigerated food, frozen food, and medicines	Limited to <b>\$100 for all items</b> in total
Tools of trade and equipment used for a business activity (not home office equipment)	Limited to <b>\$500 for all items</b> in total

For example, if you have tools of trade that are worth **\$3,500**, cover for these items is limited to **\$500** because in this policy, tools of trade are a contents item with a fixed limit. Your tools of trade are covered for a maximum of **\$500** inside the insured address.

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## General exclusions

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Some things are never covered by this policy. These are known as 'General exclusions' and apply to the whole policy.

### **Agreements you enter into**

We don't cover legal liability for or caused by, connected with, or arising from any agreement or contract you enter into. However, this exclusion doesn't apply:

- if legal liability would have existed had you not entered into the agreement or contract
- when your legal liability is to your landlord under a tenancy rental agreement for damage caused by:
  - liquid escaping from:
    - your washing machine
    - your dishwasher
    - any pipes connected to the above
  - water overflowing from blocked baths or tubs
  - fire damage to your landlord's property.

### **Aircraft**

We don't cover legal liability for or caused by, connected with, or arising from you using or owning any aircraft or the facilities to land or store aircraft, unless the aircraft is either of the following:

- a remote controlled model or toy aircraft with a wingspan up to **1.5** metres (however, not a drone)
- a kite designed to be held by a person on land or attached to a non-motor powered watercraft (for example, a surf kite).

### **Animals**

We don't cover legal liability for or caused by, connected with, or arising from any animal other than your domestic dog, cat, or horse.

### **Asbestos**

We don't cover legal liability for or caused by, connected with, or arising from exposure to, or potential exposure to asbestos in any form.



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

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any of the following:

- any actual or threatened use, existence, or release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant, or contaminant
- any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant, or contaminant
- any action taken by a public authority to prevent, limit, or remedy the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant, or contaminant.

However, we'll cover either:

- loss or damage that's covered by insured event 'Fire (including bushfire)' on page 34
- your legal liability that's covered by 'Legal liability' cover on page 36, to the extent your legal liability arises from your use of pesticides or herbicides at the insured address.



## **Breaking the law**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any of the following:

- you, or someone with your knowledge and permission, committing or trying to commit an unlawful or criminal offence, such as assault or a malicious act
- your possession, manufacture, supply, or consumption of any illegal substances or illegal drugs
- you not obeying any commonwealth, state, territory, or local government law including laws or lawful directions relating to any of the following:
  - smoke alarms
  - pool fencing
  - installing a balcony railing or balustrade when required
  - dangerous goods and liquids
  - control and safekeeping of dangerous or restricted breeds of dogs, including not obeying any legal requirement to restrain a dog in public or keep it fenced in.

## **Building, unit, or contents not in good condition**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any part of the building, unit, or contents not being in good condition, such as, however, not limited to any of the following:

- there are holes in floors, walls, ceilings, or any other parts of the building or unit (for example, external wall cladding, internal plaster, or floorboards)
- there are boarded up or broken windows or external doors
- there is exposed electrical wiring
- the building or unit is infested with vermin
- previous damage hasn't been repaired
- there are rings (jewellery) where the claw (surrounding the stone) is damaged or worn.

If you're a tenant, in relation to your 'building or unit', this exclusion applies to the extent you're required to maintain the building or unit under your tenancy rental agreement.

## **Building works**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from building works to the building or unit or parts of the building or unit (other than the cover available under 'Legal liability' see page 36 and below), including:

- theft or damage by someone who enters or leaves through an unlockable part of the building or unit that's under construction.

We also don't cover legal liability for or caused by, connected with, or arising from building works, including construction and demolition of building structures, being carried out at the insured address where the total cost of the building works is more than **\$50,000**.

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

We don't cover legal liability for or caused by, connected with, or arising from you owning, occupying, leasing, or renting any building, property, structure, or land not at the insured address except for either:

- the common property at the insured address when you insure the contents in that unit under this policy
- residential land that is covered under 'Additional cover for a new vacant block of residential land' on page 36.

## **Bushfires in the first 72 hours of cover**

We don't cover loss or damage to, or caused by, connected with, or arising from, or liability caused by, connected with, or arising from a bushfire in the first **72** hours of cover. But we will cover a bushfire if this policy began on the same day that another policy covering your contents expired or was cancelled, but not when you cancelled the policy prior to its expiry date, and only up to the sums insured covered under the expired or cancelled policy (any increase in sums insured won't will not be covered for this event for the first **72** hours specified).



## **Business activity**

We don't cover legal liability for or caused by, connected with, or arising from any business activity, including letting to tenants, paying guests, boarders, or letting to anyone under a short-term rental, holiday letting, or house sharing arrangement (such as an arrangement booked through an online booking platform). However, we'll cover:

- part-time or casual babysitting where you don't need to be registered or licensed to do this
- liability for death or bodily injury to a tenant, paying guest, or boarder who isn't either of the following:
  - within the definition of 'you'
  - residing at the building under a short-term rental, holiday letting, or house sharing arrangement (such as an arrangement booked through any online booking platform).

## **Caravans and trailers**

We don't cover legal liability for or caused by, connected with, or arising from using or towing a caravan, mobile home, or trailer.

## **Chemical damage when cleaning**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from chemicals, such as detergents and solvents, when you or someone authorised by you is using them for cleaning.

## **Committee members or officials**

We don't cover legal liability for or caused by, connected with, or arising from your actions or duties as a committee member or director of a club or association, as a coach, referee, official, or medical officer at a game or organised sporting activity.

## **Communicable Disease**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any loss, damage, claim, cost, expense, legal liability, or other sum, directly or indirectly arising out of, or attributable to, a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease.

## **Confiscation or damage by a legal authority**

We don't cover loss or damage from confiscation, nationalisation, requisition, or damage caused by the police, a government authority, or someone with the legal authority to do this. However, we'll cover loss or damage caused by the police or other emergency services in attempting to obtain entry at the insured address in connection with an insured event.

## **Death or injury**

We don't cover legal liability for or caused by, connected with, or arising from death or injury of any of the following:

- you
- a child (born or unborn) under **18** years who is your child or the child of your spouse, de facto, or partner
- your pets
- anyone who usually lives at the insured address (who isn't a tenant, paying guest, or boarder).

## **Defamation or copyright**

We don't cover legal liability for or caused by, connected with, or arising from defamation or breach of copyright.

## **Defects, faults, workmanship**

We don't cover loss, damage, or legal liability caused by, connected with, or arising from inherent defects, faulty design, structural defects, structural fault, or faulty or poor workmanship, if you knew or should've reasonably known about it (for example, because the defect or fault was able to be observed by you).

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

We don't cover loss or damage caused by, connected with, or arising from any deliberate or malicious acts causing damage to, or destruction of, a reservoir or dam, or any looting or rioting following such an incident.

## **Deliberate or reckless actions**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from an act or omission by you, your family, anyone living at the insured address, any owner or part owner of the contents, or anyone acting with your given or implied consent, which is any of the following:

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

## **Drones**

We don't cover legal liability for or caused by, connected with, or arising from aerial devices, drones, and other autonomously piloted aircraft.

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

We don't cover your extra costs or other losses (financial and non-financial loss) suffered or incurred by you (and not a third party) following an incident covered by your policy, including, however, not limited to any of the following:

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

## **Fines, penalties, and other damages**

We don't cover civil or criminal penalties or fines or aggravated, exemplary, punitive, or multiple damages.

## **Ground movement**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from erosion, vibration, subsidence, landslide, landslide, mudslide, collapse, shrinkage, or any other earth movement.

## **Hacking, cyber-attack, or cyber incident**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any of the following:

- unauthorised, malicious or criminal act (including any threat or hoax) involving access to, processing, use or operation of any computer system (including computer hacking, cyber-attack, any computer virus). However, we'll cover loss or damage to your contents caused by theft, if that theft results from a thief hacking your building security system to open doors and gain unauthorised entry into your building or unit
- error or omission involving access to, processing of, use of or operation of any computer system, or any unavailability or failure to access, process, use or operate any computer system
- destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data; or inability or failure to receive, send, access or use electronic data; or error in creating, amending, entering, deleting or using electronic data; or loss of use, reduction in functionality, repair, replacement, restoration or reproduction of electronic data (including the value of any electronic data).

## **Hazardous materials**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any hazardous materials if not stored or used in accordance with the relevant law, controls, and manufacturer's instructions.

## **Legal actions in other countries**

We don't cover any legal actions or legal claims brought against you, decided, or heard in countries outside Australia or New Zealand.

## **Mechanical or electrical breakdown or failure**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from mechanical or electrical failure or breakdown or anything that fails to operate properly. However, we'll cover damage caused by fire spreading from an electrical fault to other parts of your contents to the extent it's covered under insured event 'Fire (including bushfire)' on page 34.

## **Medical equipment and aids**

We don't cover any medical equipment, item, or aid which is designed to be either wholly or partially within the body, either permanently or temporarily. By 'within the body' we mean medical equipment, items, or aids which require a specific incision to be made in the body to enable them to be implanted, however, we'll cover hearing aids.

## **Motor vehicles or motorcycles**

We don't cover legal liability for or caused by, connected with, or arising from the use or ownership of a motor vehicle or motorcycle or instructing someone on how to use it unless at the time of the incident, it was being used legally and didn't have to be insured under any compulsory third party insurance laws or motor accident injuries insurance laws and was any of the following:

- a remote controlled motor car
- a wheelchair or a mobility scooter designed to accommodate physical disabilities or the elderly
- a golf cart or buggy
- a personal transportation vehicle
- domestic gardening equipment (for example, ride-on mower).

## **Mould or mildew**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from mould or mildew at the insured address unless it was directly caused by an insured event and there's no evidence of pre-existing mould or mildew in the area of the building or unit in which your contents are kept where the loss or damage has occurred.

## **Not complying with building laws or regulations**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any part of the building or unit that wasn't built, constructed, renovated, altered, or repaired in compliance with the applying local council requirements or relevant building laws or regulations except those laws or regulations introduced after the building or unit was originally built or after the construction, repairs, renovations, or alterations were undertaken. For example, you build an additional bathroom without obtaining appropriate permits or with plumbing that doesn't meet building laws or regulations, or you build an extension without obtaining appropriate permits.

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

## **Nuclear and radioactive materials and contamination**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any of the following:

- ionising radiation or contamination by radioactivity, or the use, existence, or escape of, nuclear fuel, nuclear material, or any nuclear waste or from the combustion of nuclear fuel
- any weapon, device, material, operations or action employing nuclear fission or fusion or other like reaction or radioactive force or matter, including detonation of any nuclear device, nuclear weapon or the use, handling or transportation of such weapon, device or material
- any property on the site of a nuclear power station, on any other nuclear reactor installation or on any site used, or having been used, for the generation of nuclear energy or the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of nuclear material and/or radioactive material
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, or other nuclear assembly or nuclear component thereof, or radioactive matter
- the use of any nuclear reactor, atomic piles, particle accelerators, generators or similar devices
- the use, handling, transportation of any radioactive material
- any action taken by a public authority to prevent, limit, or remedy the actual or threatened release of any radioactive or nuclear materials
- any looting or rioting following these incidents.

## **Photographs, electronic data, and images**

We don't cover repairing, replacing, or fixing either:

- electronic data or files that are corrupted, damaged, or lost, including software, photographs, films, music, or other visual images or audio files stored electronically or on any other medium, unless both of the following apply:
  - the device that they're stored on was lost or damaged in an insured event covered by your policy
  - the electronic data or files were legally purchased, and you can't restore them free of charge
- hard copies of photographs, films, or other visual images that are damaged or lost. However, we'll cover the cost of reproducing hard copy photographs you've purchased from, or had produced by, a professional photographic business or retail outlet.

## **Power surge**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from power surge unless the surge or the loss or damage caused by the surge is covered under the insured event 'Fire (including bushfire)' on page 34.

## **Property owned by you or property in your physical or legal custody**

We don't cover legal liability for or caused by, connected with, or arising from damage to property which:

- is owned by you or your family, or anyone who usually lives with you at the insured address
- belongs to someone else and is in your physical or legal custody or control
- is owned by your employer (for example, you accidentally damage office equipment at your workplace).

However, we'll cover your legal liability to your landlord under a tenancy rental agreement for damage caused by:

- liquid escaping from:
  - your washing machine
  - your dishwasher
  - any pipes connected to the above
- water overflowing from blocked baths or tubs
- fire damage to your landlord's property.

## **Replacement of water**

We don't cover the loss, storage, and replacement of water in any tank, container, pool, spa, and any other storage vessel.

## **Revolution, war**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from either of the following:

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

## **Rust or corrosion**

Unless stated otherwise in the policy we don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from rust or corrosion.

## **Sale of your contents**

We don't cover any of the following:

- loss (including theft) of your contents (or the proceeds of sale) by a person authorised to offer your contents for sale
- loss of your contents (or the proceeds of sale) as a result of the bankruptcy or insolvency of a person authorised to offer your contents for sale
- loss (including theft) of your contents (or the proceeds of sale) when you, or a person you authorised, sell them online.

## **Sanctions**

We will not provide any cover, pay any claim, make any payment (including any refund), or provide any benefit under this policy, if doing so will contravene or violate any sanction, prohibition, restriction, proscription or prevention under any sanctions, laws or regulations, including but not limited to sanctions, laws or regulations of Australia, New Zealand, the European Union, the United Kingdom or the United States of America or those set out in any United Nations resolutions.

## **Squatters or trespassers**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from squatters or trespassers using or staying at the insured address.

## **Structural improvements of units**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from structural improvements:

- owned by your body corporate or equivalent body
- located on common property, however, we'll cover fixtures owned by you as a tenant which will be removed by you when vacating a unit.

## **Terrorism**

We don't cover loss, damage, cost, expense, or legal liability of any nature, directly or indirectly caused by, resulting from, in connection with, or arising from either:

- any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to any act of terrorism.

## **Tree lopping**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from trees being lopped, felled, or transplanted by you or someone authorised by you.

## **Watercraft**

We don't cover legal liability for or caused by, connected with, or arising from using or owning any watercraft unless it's a sailboard, surfboard, wave board, canoe, kayak, non-motorised surf ski, or remote controlled model watercraft.

## **Wear, tear, and deterioration**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from wear, tear and deterioration of the building, unit, or contents from either of the following:

- their ordinary use
- the ordinary effects of natural forces such as weather, action of light, atmospheric or climatic conditions, and rising damp.

Examples include, however, aren't limited to:

- wear, tear, or fading of carpets, furniture, and furnishings (including curtains and drapes)
- weathering of pot plants and their pots.

## **When other people are living in the building or unit**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from tenants, paying guests, or boarders (this includes anyone residing under a short-term rental, holiday letting, or house sharing arrangement, including arrangements booked through an online booking platform) or someone who lives with them or a person who entered the building or unit with their consent.

However, we'll cover you under 'Legal liability' only, for death or bodily injury to a domestic boarder or tenant who isn't within the definition of 'you' and who isn't a tenant, paying guest, or boarder under a short-term rental, holiday letting, or house sharing arrangement.

## **Your employees**

We don't cover legal liability for or caused by, connected with, or arising from death or injury of your employees or damage to their property, including while they're working for you at the insured address.



## What we cover – the details

4

# What you're covered for

We cover loss or damage to your contents when they are inside the building or unit at the insured address caused by an insured event in the period of insurance.

The insured events we cover are Fire (including bushfire) and Theft or burglary, set out on pages 34 to 35.

If the loss or damage is covered under your policy the most we'll pay for any one incident is **\$25,000** unless we say otherwise in your policy.



## Fire (including bushfire)

### We cover



Loss or damage caused by either of the following::

- fire (including bushfire)
- heat, ash, soot, and smoke that's the direct result of a fire within **100** metres of the insured address.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 21 to 32.

We don't cover contents in the open air.

We also don't cover loss or damage arising from any of the following:

- arcing, scorching, melting, or cigarette burns unless a fire spreads from the initial burn spot (for example, cigarette burns to carpet where no fire has spread)
- pollution or vapour from a home heater or a cooking appliance unless a fire spreads from the heater or cooking appliance
- gradual exposure to fire, heat, ash, soot, and smoke due to recurring incidents of fire or bushfire.



## Theft or burglary

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### We cover



Loss or damage caused by thieves or burglars.

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### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 21 to 32.

We don't cover contents in the open air.

We also don't cover loss or damage caused by any of the following:

- you or someone who lives at the insured address
  - someone who entered the insured address with either:
    - your consent
    - the consent of someone who had your authority to allow them access to the insured address
  - someone entering your insured address without signs of forced entry from any of the following areas: common property, shared clothes line areas, storage areas, a car parking lot on or within the insured address, or garages (however, not from a fully enclosed car garage which is restricted for your use only).
-



## Legal liability

### We cover



We cover your legal liability to pay compensation for death of or bodily injury to other people (not you), or loss or damage to their property, resulting from an incident which happens anywhere in Australia or New Zealand during the period of insurance if the incident is any of the following:

- unrelated to your ownership of the building, unit, or land at the insured address
- you own and/or occupy the unit at the insured address and your legal liability isn't covered under a building or strata policy which covers that unit
- a jetty or pontoon either:
  - located within the boundaries of the insured address
  - where part of its structure begins or terminates on the insured address or is on government owned land adjoining the insured address, and the jetty or pontoon is for your use
- resulting from fixtures attached to the insured address that you're legally responsible for under a rental agreement.

If a claim is made against you for compensation for death or bodily injury to others or for damage to their property and your legal liability to pay compensation in respect to that claim is covered by your policy, we'll also pay all legal costs associated with defending that claim. We need to first agree to pay the legal costs before they're covered. If you incur legal costs before we first agree to pay them, then in accordance with the Insurance Contracts Act 1984 (Cth), we may reduce our payment of those legal costs by an amount that fairly represents the extent to which our interests are prejudiced by you not seeking our agreement.

### **Additional legal liability cover for a vacant block of residential land**

We'll also cover your legal liability to pay compensation for death of or bodily injury to other people (not you), or loss or damage to their property resulting from an incident which happens during the period of insurance on a vacant block of residential land in Australia. We'll do this if all the following apply:

- you own the block of land
- the land is zoned for residential housing and is no more than **20** acres
- you intend to build your future home there.



## Legal liability (con't)

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### We cover



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

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

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### We don't cover



We don't cover anything in section 3 'General exclusions' on pages 21 to 32.

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### Limit

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

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Additional cover that comes  
with your policy

5

When a claim for loss or damage to your contents is covered, you may be entitled to the additional cover in this section. The limits shown are paid in addition to the contents sum insured, unless stated otherwise. All the conditions of your policy and the section 3 'General exclusions' apply to the additional covers.

In some circumstances, we may make an additional cover available to you before your claim is confirmed as covered under your policy. This doesn't mean that your claim is accepted or will be paid.



## Storage of undamaged contents

### We cover



If loss or damage to your contents is covered under your policy and your undamaged contents can't be kept at the insured address, we'll also pay the reasonable costs for both of the following:

- to store the undamaged contents until your contents can be kept at the insured address
- to pack, unpack, and transport the undamaged contents from the insured address to the temporary place of storage (and back to the insured address).

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 21 to 32.

We also don't cover storage costs:

- for contents stored outside of Australia
- once your contents can be returned to the insured address
- if your temporary accommodation is the place of storage.

### Limit



The most we'll pay for the storage of undamaged contents from any one incident is **\$5,000**.



Under 'Storage of undamaged contents', we'll pay for any loss or damage to the undamaged contents caused by fire (including bushfire) or theft while they're at the place of storage, however, only up to **\$25,000** less any amount paid for loss or damage to your contents as part of the original claim. This cover stops when your policy is cancelled, or we stop paying for storage, whichever happens first. All the conditions, limits, and exclusions of this policy apply to this cover.





## Removal of debris

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### We cover



If loss or damage to your contents is covered under your policy, we'll cover the reasonable and necessary costs to dispose of those damaged contents.

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### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 21 to 32. We also don't cover the disposal, storage, or removal of anything that isn't contents.

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### Limit



The most we'll pay for any one incident is **\$5,000**.

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## Making a claim

6

# Making a claim

## What you must do

You must do the following:

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

## What you must not do

You must not do any of the following:

- dispose, or instruct someone to dispose, of any damaged parts or items of your contents without our consent unless either:
  - it's necessary for health and safety reasons
  - you can show it was done without your knowledge or against your instructions
- carry out or authorise repairs without our consent unless you can't contact us and need to make emergency repairs to protect your contents or it's necessary for health and safety reasons
- wash, clean, or remove debris from any area damaged by fire without our consent unless you need to do this to prevent further loss or it's necessary for health and safety reasons
- admit liability or responsibility to anyone else unless we agree
- negotiate, pay, or settle a claim with anyone else unless we agree
- accept payment from someone who admits fault for loss or damage to the contents. Refer them to us instead.

## Legal liability claims

You must tell us as soon as reasonably practicable about any incident that has caused an injury to others or damage to other people's property.

You must also tell us as soon as possible about any demands made on you to pay compensation to others and any court actions or offers of settlement and send these to us.

If you make a legal liability claim under your policy we can decide to defend you, settle any claim against you, or represent you at an inquest, official inquiry, or court proceedings. If we decide to defend you, settle any claim against you, or represent you, then you must give us the help we need, including after your claim has been settled.

## **If you don't comply**

If you don't comply with 'What you must do' and 'What you must not do' or what you must do under 'Legal liability claims' we can do either or both of the following:

- reduce or refuse to pay your claim (see page 10)
- cancel your policy in accordance with the Insurance Contracts Act 1984 (Cth).

If you unreasonably delay reporting your claim, we won't pay for any additional loss, damage, or liability caused by your delay.

## **If we decline a claim or don't pay your claim in full**

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

## **How to establish your loss**

### **Establish an incident took place**

When making a claim you must be able to prove that an incident covered by your policy actually took place. If you don't do this, we won't be able to pay your claim.

We may obtain either of the following from the police:

- confirmation that you reported the incident
- details of any investigations they undertook.

You must give us authority to access these records if we ask.

### **Describe your loss or damage**

You must give us accurate and full details of what was stolen, or damaged.

### **Proving loss, ownership, and value**

You must give us proof of loss, ownership, and value of the items claimed when we request it.

Allowing us, a repairer, or an expert appointed by us, to look at what is damaged is usually all that's needed to prove your loss. Sometimes we might ask you to produce recent photographs of your contents or other evidence that proves the extent of the loss you've suffered.

For damaged or stolen items that are no longer available for inspection (for example, because they were stolen or destroyed in a fire) you must validate your claim by giving us details of when and where they were purchased, and reasonable proof of your ownership and value.

The type of proof we might ask for includes the following:

- proof of purchase (for example, a sales receipt that has the item description or code, a purchase price, date purchased, and where the item was purchased)
- proof of inheritance
- a valuation from a qualified professional valuer
- original operating manual, manufacturer's box
- certificate of authenticity
- close-up photograph
- a full description of the item (for example, brand, model).

For more valuable items, we'll ask for more evidence to substantiate your claim than we might for less expensive items.

We won't accept a statutory declaration as proof of your ownership and value if that's the only proof you have.

## **How we settle contents claims**

When your claim for loss, theft, or damage to your contents is covered, your contents may be replaced, repaired, or we may pay you. We'll aim to use a member of our supplier network to repair or replace damaged contents. This isn't always possible, and this will determine how your contents claim will be settled. If we settle your claim by paying you, we'll pay you by direct deposit.

This won't be possible where:

- there's pre-existing damage to your contents item(s) or it's unsafe to repair them
- we don't have a supplier for the lost or damaged items (or we don't have a supplier available in your area)
- the lost or damaged items can't be itemised or measured (for example, items that have been completely destroyed or clothing that needs to be fitted)
- there's no expertise available in Australia to repair the item (for example, artwork)
- the contents are consumables or low value items
- replacement(s) for the contents item(s) aren't available readily at a supplier(s) convenient to you.

We'll tell you if this is the case and we'll settle your claim by paying you, see 'Paying you' on page 47.

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

If the cost of repair or replacement exceeds your contents sum insured or limit, you'll be paid your contents sum insured or the applicable limit.

## **Repairing your contents**

We'll engage a repairer within our supplier network who is able to complete the repairs to your contents to provide a quote and we'll assess that quote (see page 47). If the assessed quote to repair the item is less than the cost of replacement, we'll authorise the repairs.

## Replacing your contents

If the assessed quote to repair is more than the cost of replacement on a 'new for old' basis or if the contents item can't be repaired, you have the option to accept a replacement on a 'new for old' basis sourced through our supplier network. See page 48 for what 'new for old' means.

## Paying you

We'll pay you to settle your claim:

- if you don't accept an offer to repair the contents item, you'll be paid our supplier's assessed quote to repair the item
- if you don't accept an offer to replace the contents item, you'll be paid the amount of our supplier's assessed quote to replace the item through our supplier network. This may be less than what it would cost you to arrange the replacement in the market. We're able to secure supplier discounts from within our supplier network
- if it isn't possible for us to repair or replace damaged contents, you'll be paid the amount of your repairer's/supplier's assessed quote to repair or replace them on a 'new for old' basis.

To work out the amount of the assessed quote we'll review the quote(s) provided by our supplier or if it isn't possible for us to repair or replace the damaged contents, the quote(s) you've provided to repair or replace the damaged contents, and assess those quote(s) to make sure that each quote is appropriate and reasonable for the scope of services or goods. This includes a consideration of the appropriateness of materials, repair method, labour and material costs, and overall cost assessed to repair or replace the contents on a 'new for old' basis.

We'll pay you by direct deposit, or if available, you can choose to be paid with a voucher, store credit, or stored value card.

## When we settle contents claims

We won't do any of the following:

- pay more than the relevant sum insured or policy limit
- pay extra to replace a contents item to a better standard, specification, or quality than it was before the loss or damage occurred except as stated in the meaning of 'New for old' on page 48
- fix or pay to fix pre-existing damage
- fix inherent defects, structural defect, structural fault and/or faulty/poor workmanship that aren't covered by your policy (see section 3 'General exclusions' on page 26), other than a defect or fault that we guarantee under this policy
- pay extra because you paid more for that item when it was originally purchased
- pay for any decrease in the value of a pair, set, or collection when the damaged or stolen item forms part of the pair, set, or collection. We pay only for the repair or replacement of the item which was damaged or stolen.

## ‘New for old’

‘New for old’ means all the following:

- replace or repair with new items or new materials that are reasonably or readily available at the time of replacement or repair from Australian suppliers
- replace or repair regardless of age, with no allowance for depreciation
- replace or repair to the same type, standard, and specification (however, not brand) as when new. If the same isn’t reasonably available from an Australian supplier, we’ll replace or repair with items or materials of a similar type, standard, and specification as when new. We can replace with items that are a different brand.



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

‘New for old’ doesn’t mean either of the following:

- paying the extra cost of replacing or purchasing an extended warranty on any item
- of a better standard, specification, or quality than when the damaged or stolen item was new.

## When ‘new for old’ may differ

### Refrigerators, freezers, dishwashers, air conditioners, washing machines, and dryers with less than a 3-star energy rating

When these items are being replaced, ‘new for old’ means replacing with a new item of equal specification (however, not brand) and if you agree, it means replacing with a minimum 3-star energy rating if this is available. It can be a different brand.

### Obsolete electrical appliances

For obsolete electrical appliances such as outdated computers or TVs, ‘new for old’ means replacing or repairing to an equal specification (however, not brand). If this isn’t available, it means to the nearest better specification available. It can be a different brand. We don’t repair or replace, or pay you for, electrical or electronic items that were no longer able to be used for the purpose they were intended prior to the incident covered by your policy (for example, a TV that can no longer be watched).

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

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

## Contents items that can’t or won’t be replaced ‘new for old’

### Replacing CDs and DVDs

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



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

We don’t cover the costs of replacing electronic files or data for which you don’t have a licence.

Undamaged contents

Apart from the limited circumstances where we’ll repair or replace undamaged contents (see ‘When we’ll pay extra in relation to undamaged parts’ below) we won’t replace undamaged contents. For example, if a lounge chair which is part of a suite is damaged beyond repair, we’ll pay to replace that chair, not the whole lounge suite.

When we can’t match materials to undamaged parts

If we’re repairing or replacing your contents and we can’t find new materials to match undamaged parts, we’ll use new materials of a similar type, standard, and specification that are reasonably and commercially available in Australia. It may not be the same brand, line, or product.

If you aren’t satisfied with the materials we find, you have two options before we commence the repair or replacement:

<p>You can pay the extra cost of replacing undamaged parts to achieve a uniform appearance. See also ‘When we’ll pay extra in relation to undamaged parts’ below as there are some limited circumstances where we’ll pay extra to repair or replace undamaged parts.</p>	<p>We can pay you the assessed quote of repairing or replacing using materials that are the closest match available as quoted by a member of our supplier network. The assessed quote may be less than what it will cost you to repair or replace the item. We’re able to secure supplier discounts from our supplier network.</p>
--	--

When we’ll pay extra in relation to undamaged parts

If we can’t find new materials to match undamaged parts, we’ll pay extra to repair or replace undamaged parts to achieve a uniform appearance in the following limited circumstances:

- **internal blinds and shutters, drapes, or curtains**  
we’ll pay extra to replace undamaged internal blinds and shutters, drapes, or curtains in the same room, stairs, hallway, or passageway\* where the damage occurred.
- **carpets or other floor coverings**  
we’ll pay extra so that continuously joined undamaged and matching carpets and other floor coverings (that are covered as a contents item) in the same room, stairs, hallway, or passageway\* where the damage occurred will have a uniform appearance. This doesn’t mean that we’ll always replace the undamaged carpets and flooring. Sometimes a repair may be possible.

\*See pages 50 to 51 for ‘What we mean by same room, stairs, hallway, or passageway’.

## What we mean by same room, stairs, hallway, or passageway

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### Same room

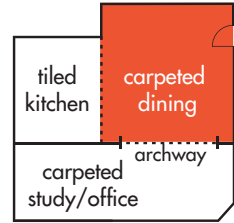
A room is an area starting and finishing at any of the following:

- its nearest walls
- nearest doorway, archway, or similar opening of any width
- a change in the floor or wall covering.

A room isn't the same room if there's a change in floor elevation in the room flooring.

A hallway next to a room isn't the same room, even if it has the same continuously joined floor covering.

Any archway or similar opening separates a room unless it's a combined lounge-dining room (see below).

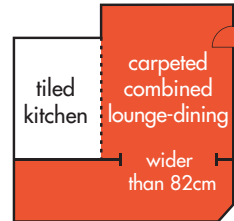


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### Combined lounge-dining room

We'll only combine rooms with a shared doorway, archway, or similar opening when all the following apply:

- they're lounge and dining rooms
- the elevation in the flooring is the same in both rooms
- the shared doorway, archway, or similar opening is wider than **82cm**
- the floor or wall covering is the same in both rooms.

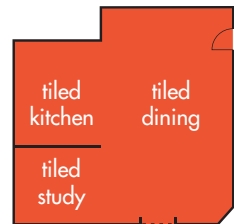


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### Open plan areas

When there is no wall, archway, doorway, or similar opening, the room continues until any of the following:

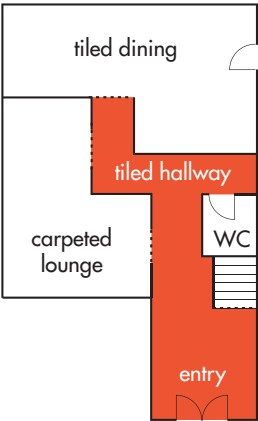
- a change in the floor or wall covering
- there's a change in elevation in the floor
- the start of a hall or passageway
- the nearest wall, doorway, archway, or similar opening.



**Same passageway or hallway**

A passageway or hallway has the same meaning as a room. We won't combine a hallway and a room.

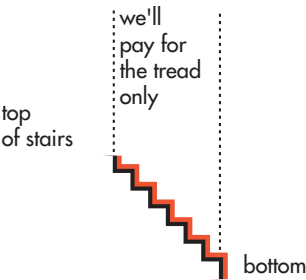
A passageway or hallway isn't the same passageway or hallway, if there's a change in elevation in the passageway or hallway flooring.



**Same stairs**

Side view of stairs

The same stairs is the top of the treads only on the stairs and not the room (or the landing) at the top of the stairs.



**Legend**



Shaded areas show the area that we consider the same room, stairs, hallway, or passageway.



Solid lines represent floor to ceiling walls.



Dotted lines show boundaries of a room or area where there's no physical barrier present (for example, no wall or door).

## **After we pay your claim**

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

### **Salvaged contents items**

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

## **Our right to recover from those responsible**

### **We can take legal action in your name to recover your loss**

We have the right (and your permission) to take action or start legal proceedings to recover your loss from any person or entity who is or would be liable to you for the loss. We can do this if both of the following apply:

- you've suffered loss or damage or incurred a legal liability as a result of an incident covered by this policy
- you've made a claim with us for that incident.

'Your loss' means your insured, underinsured, or uninsured loss or damage or legal liability, costs, payments made, and expenses in relation to the incident.

### **When we take action or start legal proceedings**

Any action or legal proceeding we take will be commenced either in your name, or in the name of any other person or entity that suffered your loss. We'll have full discretion over the conduct and any settlement of the recovery action.

### **We can take over and continue legal action you've already started**

We also have the right (and your permission) to take over and continue any action or legal proceedings you've already started against any person or entity who is or would be liable to you for your loss, if you make a claim with us for your loss. We can exclude your loss from a class or representative action.

If your loss is part of any class or representative action that hasn't been started under our instructions, we also have the right (and your permission) to exclude your loss from that class or representative action.

We'll do this so we can instead include your loss in any separate legal proceedings which are or will be started under our instructions.

### **You must help us recover your loss however you reasonably can**

You must provide us with all reasonable assistance, co-operation, and information to help us recover your loss.

This may include any of the following:

- providing a more detailed version of events, and possibly completing a diagram, statement, or affidavit

- providing us with any documents we need to prove your loss
- providing copies of any available photographs or footage of the incident
- lodging a police report or obtaining relevant documents (for example, applying for records from the police, fire and rescue, councils, and other entities (when we can't request them ourselves))
- attending court or meetings with our legal and other experts (only if required)
- providing evidence and documents relevant to your claim and signing such documents, including signed statements and affidavits we reasonably request.

We'll pay the cost of filing the police report and relevant searches to locate the third party.

We'll also cover costs you incur to attend court up to **\$250** in total per claim.

**You must not agree or admit to anything that can limit your and our rights to recover your loss**

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

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## Important things to know – our contract with you

7

## About your premium

The amount you pay for this insurance is called the premium. Your premium includes any applicable GST, stamp duty, other government charges and any levies that apply.

The premium will be shown on your certificate of insurance as the 'Total Amount Payable' or, if you pay by monthly instalments, as the 'Instalment amount'.

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



Refer to the Fire and Theft Contents Insurance Additional Information Guide for more information.

### You must pay your premium to be covered

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

If we agree, you can pay the premium by instalments, however, it costs less to pay annually.

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

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

### Late annual renewal payments

If you don't pay the premium due on renewal by the due date, you have no cover from the due date.

### Late monthly instalments

If you pay your premium by monthly instalments and a monthly instalment is overdue, we'll let you know, and under the Insurance Contracts Act 1984 (Cth) we can cancel your policy either:

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

## All joint policyholders can administer this policy

When you insure your contents in the names of more than one person, and all of those people are named as the insured on your certificate of insurance, each of them is a joint policyholder and is able to request changes and otherwise deal with the policy. The reason for this is that joint policyholders each have an interest or ownership in the contents.

We'll treat a statement, act, omission, claim, request, or direction (including a request to change or cancel your policy) made by one policyholder (either before the purchase of this



policy or during the period of insurance), as a statement, act, omission, claim, request, or direction by all policyholders. A policyholder means a named insured on your certificate of insurance.

However, if at the time you ask us to action certain changes to your policy (for example, when you ask us to cancel your policy or remove another policyholder), your circumstances indicate you may no longer have authority to act on behalf of another joint policyholder, then we might ask all joint policyholders before we action that request or direction.

## We'll consider the conduct of others when you make a claim

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

## How the Goods and Services Tax (GST) affects this insurance

You must tell us about the input tax credit (ITC) you're entitled to for your premium and your claim, each time you make a claim. If you don't give us this information or if you tell us an incorrect ITC, we won't pay any GST liability you incur.

Our liability to you will be calculated taking into account any ITC to which you're entitled for any acquisition which is relevant to your claim, or to which you would've been entitled had you made a relevant acquisition.

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

This outline of the effect of the GST on your policy is for general information only.

You should not rely on this information without first seeking expert advice on the application of the GST to your circumstances.

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

# What happens with cancellations

## Cancellation by you

For each policy you cancel, we'll refund the premium already paid for the remaining period of insurance for that policy, less any non-refundable government charges. We won't give a refund if the refund is less than **\$10**.

If you pay by instalments, on cancellation you agree to pay us any portion of the premium that's owing. You authorise us to deduct any unpaid instalments by direct debit from the account or card you previously nominated for payment.

## Cancellation by us

We can cancel your policy in line with the requirements under the Insurance Contracts Act 1984 (Cth). For each policy cancelled, we'll refund the premium already paid for the remaining period of insurance for that policy, less any non-refundable government charges. We won't refund amounts less than **\$10**. If we cancel your policy due to fraud, we won't refund any money to you.

## General Insurance Code of Practice

We support the General Insurance Code of Practice. You can get a copy of the code from the Insurance Council of Australia website ([insurancecouncil.com.au](http://insurancecouncil.com.au)) or by phoning (02) 9253 5100.

The Code Governance Committee is an independent body which monitors and enforces the Code and has powers to impose sanctions on Code subscribers for non-compliance.

## Report insurance fraud

Insurance Fraud isn't a victimless crime. It imposes additional costs on honest policyholders and wastes the valuable resources of our community. This means it affects everyone.

We actively pursue fraudulent and inflated claims.

Fraudulent claims will be investigated and may be reported to the police.

Help us fight insurance fraud by reporting:

- inflated vehicle or home repair bills
- staged vehicle or home incidents
- false or inflated home or vehicle claims
- home or vehicle fires which may be intentionally started, including by someone known to you.

To report suspected insurance fraud call: 1300 881 725.

Let's work together to reduce the impact of insurance fraud on the community.

## What to do if you have a complaint

8

## How to contact us with a complaint

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### Let us know

If you experience a problem, aren't satisfied with our products or services or a decision we've made, let us know so that we can help.

Contact us:

**By phone:** 13 22 44

**By email:** [aami@aami.com.au](mailto:aami@aami.com.au)

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

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### Review by our Customer Relations Team

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

**By phone:** 1300 240 437

**By email:** [idr@aami.com.au](mailto:idr@aami.com.au)

**In writing:** AAMI Customer Relations Team,  
PO Box 14180,  
Melbourne City Mail Centre VIC 8001

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

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

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## How to contact us with a complaint (continued)

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### Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that's free to consumers. Any determination AFCA makes is binding on us, provided you also accept the determination. You don't have to accept their determination and you have the option of seeking remedies elsewhere.

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

You can contact AFCA:

**By Phone:** 1800 931 678

**By Email:** [info@afca.org.au](mailto:info@afca.org.au)

**In writing:** Australian Financial Complaints Authority,  
GPO Box 3,  
Melbourne VIC 3001

**By visiting:** [www.afca.org.au](http://www.afca.org.au)

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## Terms and words with special meanings (definitions)

9

Some terms and words in this policy have a special meaning (definition) which applies to them.

It's important to read this section because it gives the meaning which applies to those terms and words which can impact how your policy is interpreted. If a term or word doesn't have a special meaning, then it just has its ordinary meaning.

### **Bicycle**

This word means a standard bicycle that can only be propelled by pedalling. It isn't an e-bicycle.

### **Building**

This word means any lockable domestic building located at the insured address that's for your exclusive use (and for which only you or the building owner or their agent has a key) and is where your contents are kept. Building doesn't include partially enclosed buildings or areas of buildings such as carports, on-site parking bays, balconies, courtyards, and verandahs.

### **Business activity**

This term means either of the following:

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

### **Certificate of insurance**

This term means the latest certificate of insurance, including the insurance account, we've given you. It's an important document as it shows the covers you've chosen and other policy details.

### **Collection**

This word means a set of items gathered together and which collectively have a special value above that of the items individually if separated.

### **Common property**

This word means land or building (or any part of the building) on strata title or community title at the insured address which is required to be insured by the owners corporation or similar body under the relevant strata laws and/or is insured under an insurance policy taken out by the owners corporation or similar body (for example, common property in a multi-dwelling development).

### **Communicable Disease**

Communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent can be of any kind and includes, but is not limited to, respiratory droplet, saliva, bodily waste, blood, a virus, bacterium, parasite, other organism, or any variation thereof, whether deemed living or not
- the method of transmission, whether direct or indirect, includes but isn't limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms
- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.



**Computer system**

This term means any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, or data storage device, networking equipment, or back up facility.

**Contents**

See page 16.

**Contents with fixed limits**

See the table on page 19.

**Contents sum insured**

This term means the amount stated as the contents sum insured on your certificate of insurance. See page 13.

**Damage(d)**

This term means physical damage, unless stated otherwise in your policy.

**Drone(s)**

This word means an unmanned aircraft that can be remote controlled or fly autonomously.

**e-bicycle**

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

**Electronic data**

This term means information, facts, concepts, code, or any other information of any kind that is converted, recorded, or transmitted in a form to be accessed, communicated, displayed, distributed, interpreted, processed, transmitted, or stored or used in or by a computer system.

**Excess**

See page 14.

**Family**

Family means any of the following:

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

**Fire and Theft Contents Insurance Additional Information Guide**

See page 3.

**Fire (including bushfire)**

This word means burning with flames.

**Fixtures**

This term means items used for domestic and residential purposes and which are permanently attached to the building or unit.

**Floating floors**

This term means flooring (real or imitation) that isn't nailed down or glued to the layer beneath.

**Home office equipment**

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

**Illegal drugs**

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

**Incident**

This word means a single event, accident, or occurrence which you didn't intend or expect to happen. A series of incidents attributable to one source of originating cause is deemed to be the one incident.

**Insured address**

See page 16.

**Insured events**

This term means the insured events on pages 34 to 36.

**In use**

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

**Jewellery**

This word means personal ornaments such as necklaces, rings, or bracelets that are typically made from or contain jewels or precious metal. Jewellery includes antique jewellery, however, it doesn't include a jewellery box or uncut gems, unset gems, gold or silver nuggets, bullion, or ingots.

**Loss or damage**

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

**Memorabilia**

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

**Occupied**

The word 'occupied' means all the following:

- the building or unit is furnished enough to be lived in
- someone is eating, sleeping, and living at the building or unit
- the building or unit is connected to utilities.

The term 'furnished enough to be lived in' means the building or unit contains at least all the following:

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

## **Open air**

This term means any area at the insured address not able to be enclosed on all sides and secured in such a way as to prevent access except by violent force.

## **Period of insurance**

This term means when your policy starts to when it ends. It's shown on your certificate of insurance.

## **Personal transportation vehicle**

This term means a scooter, skateboard, e-bicycle, unicycle, hoverboard, one-wheel, or segway that's all the following:

- battery driven or electric
- used for personal transportation
- suitable to be ridden by one person
- not required to be insured under any compulsory third party insurance laws or motor accident injuries insurance laws.

## **Policy**

This word means your insurance contract with us. It consists of this PDS, any SPDS we've given you and your latest certificate of insurance.

## **Retaining wall**

This term means a wall, which isn't part of the residential building, that holds back or prevents the movement of earth. It can be any type of structure or landscaping feature, using any type of material, that's present between differing levels of earth or other types of material.

## **Set**

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

## **Strata title**

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

## **Tools of trade**

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

## **Toy motor vehicle**

This term means a toy vehicle designed to be used by a child. It isn't a motorbike, moped or motorcycle regardless of the power or power description. It's also not a personal transportation vehicle.

## **Unit**

This word means a unit, villa, townhouse, or apartment in a strata title development where your contents are kept. It doesn't include common property.

**Vermin**

This word means small animals (for example, geckos and rodents) or insects that are typically thought of as pests. Vermin doesn't include a possum.

**We, us, our and AAMI**

See page 9.

**You/Your**

See page 9.

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We're here for you  
7 days a week

## How to contact us



13 22 44



[aami.com.au](https://aami.com.au)



PO Box 14180,  
Melbourne City Mail Centre  
Victoria 8001

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