

# FIRE AND THEFT CONTENTS INSURANCE

## PRODUCT DISCLOSURE STATEMENT



# Welcome and thank you for choosing AAMI

This Product Disclosure Statement (PDS) is an important document that tells you information you need to know about your policy. It is really important to read it carefully before you decide whether or not our cover is right for you.

## By choosing AAMI you can:

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Make a claim 24/7 by calling 13 22 44, using our AAMI App or online

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Call 13 22 44 or chat with us online with the AAMI Virtual Assistant for extra support

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The information in this PDS is current at the date it was prepared. From time to time, we may update some of the information in this PDS that is not 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 will give to you.

# Key information about AAMI Fire and Theft Contents Insurance

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## Type of insurance

This policy provides fire and theft cover for your contents.



We do not cover your contents for damage other than by fire or theft. We also do not cover loss or damage to your building or unit (your home).



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



## What we pay

The most we will pay for:

- loss or damage to your contents for any one incident is **\$25,000**, unless we say otherwise in your policy;
- all claims arising from one incident for legal liability covered by this policy is **\$20 million**, including all associated legal costs.

We also pay up to the limits outlined under the relevant Additional covers.



## What we cover

### Insured events

We cover 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, or loss or damage to their property.



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.



## 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.



### Exclusion for new policies

We do not insure you for bushfire in the first **72** hours of your policy. Very limited exceptions apply. For full details see page 21.

## Summary of cover

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

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# 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 (e.g. if there is 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 delay reporting your claim, we will not pay for any additional loss, damage or liability caused by your delay. When you contact us, describe details of what has happened (e.g. home broken into and items stolen). For electrical items, please have details about the make and model.

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In this PDS you will be referred to the Fire and Theft Contents Insurance Additional Information Guide. This guide is available at [aami.com.au](http://aami.com.au) and contains further information about premiums, excesses and discounts. Please contact us for a free copy.



Some words in this policy have special meanings. Most of the words with special meanings are defined in section 10 'Words with special meanings' on page 67.

Before we get into the specifics of your policy there are important things to know upfront. This includes information about your contract with us, communicating with you electronically, your responsibilities and when you need to contact us, information about your cooling off period, your sum insured and the excesses that apply when you claim.

## Our agreement with you

If you buy this insurance from us, your contract of insurance is made up of your certificate of insurance, this PDS and any SPDS that we have given you.

## Communicating with you electronically

We may send your policy documents and policy related communications electronically. This will be by email and/or other types of electronic communication (e.g. SMS). We will 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.

## 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 have not made a claim during this period, we will refund in full the money you paid for your policy (including GST if applicable), but you will not have any cover under the policy.

Alternatively, you can cancel your policy at any time while you are insured. When you do this, unless we tell you otherwise, you will have cover up until the date and time of cancellation. For more information see 'What happens with cancellations' on page 62.

## There are limits to what we will pay and 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 'Things we don't cover' on pages 19 to 32. There are also specific things we don't cover explained in sections 4 and 5 on pages 33 to 42 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.

## 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 are comfortable, you can tell us about your situation and we will work with you to arrange support.

## **Your responsibilities**

- take steps to prevent theft, loss, damage or legal liability (e.g. ensuring there are working smoke detectors in the building or unit in which the contents are kept);
- maintain door locks and window locks in good working condition and keep alarms working and connected;
- follow all of the terms and responsibilities set out in your policy;
- keep the building or unit structurally sound, watertight, secure and well maintained (e.g. there are no boarded up or broken windows or external doors that may increase the risk of theft or no items placed in locations that may increase the risk of fire);
- you must fix any inherent defect, faulty design, structural defect, structural fault and/or faulty/poor workmanship at the building or unit as soon as possible after you identify it or are told about it;
- ensure that the building or unit and contents are kept in good condition (e.g. there are no broken windows or external doors and there is no electrical wiring exposed);
- provide honest and complete information for any claim, statement or document supplied to us;
- do not behave in a way that is abusive, dangerous, hostile, improper or threatening when engaging with us and our service providers.

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

## **Not meeting your responsibilities**

Your policy may not provide cover if you have not met your responsibilities and it may lead us to reduce or refuse to pay your claim and/or cancel your policy.

## **When you need to contact us**

During the period of insurance you must tell us as soon as possible if:

- you have been charged with or convicted of, a criminal act or offence;
- you have had another insurer cancel or decline 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 repair work at or from the insured address;
- there are changes to any business activity you operate at the insured address, such as but not limited to, people start to come to the insured address, business signage is installed and storage of chemicals for the business activity occurs;
- any detail on your certificate of insurance is no longer accurate;

Continued on next page.

- 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 arrangements). This includes any arrangements booked through an online booking platform;
- trespassers or squatters occupy the insured address;
- building, renovations, construction, alteration and/or repairs commence at the insured address.

If you have not 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 will 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, it may lead us to reduce or refuse to pay a claim or it may mean we can no longer insure you and we will cancel your policy.

## **If you do not contact us**

If you do not contact us when you need to, you may not be covered under your policy and it may lead us to reduce or refuse to pay a claim and/or cancel your policy.

## **How to contact us**



Call us on 13 22 44.

## **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 do not have up to date contact details you might not receive your important policy documents which could impact whether you have cover in place.

## **Make sure your sum insured is adequate**

Underinsurance can expose you to serious financial loss if a claim occurs. AAMI Fire and Theft Contents Insurance provides cover for a limited sum insured of **\$25,000** (including GST).

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



If the sum insured under this policy is not adequate, you may consider changing to an AAMI Home Contents Insurance policy.

# GST

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

## Excesses that apply when you claim

### What is an excess?

An excess is the amount you 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 that no excess applies to your claim.                                                                                                                                  |
| <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> | This excess applies in addition to any other excess if at the time of the incident covered by your policy, the building or unit has been unoccupied for a period of more than <b>60</b> continuous days.                           |



#### When is the building or unit unoccupied?

A period of unoccupancy starts when the building or unit becomes unoccupied and comes to an end when you, or someone nominated by you, has occupied the building or unit for at least **2** consecutive nights. You will be required to prove the occupancy of the building or unit in the event of a claim, unless this is not reasonably possible. Examples of how you can prove the occupancy include providing us with copies of bills (or other documents demonstrating the usage of the utilities that are connected to the building or unit) and photos of the furnishings in the building or unit. See section 10 'Words with special meanings' on page 67.



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

## How to pay your excess

You can choose from the following options to pay your excess:

- you can pay the excess(es) directly to us before we finalise your claim;
- the excess(es) can be deducted from the amount we pay you for your claim (if any).

We will not cover any legal or other costs that arise because of any delay in paying the excess.

## When your excess will be waived

We will waive your excess and no excess will apply when:

- you are not responsible for the loss or damage and the incident was caused by another person (but not a person within the definition of 'you' and not a person living at the insured address). You may be able to show this by providing a police report, expert reports, statement from a witness and/or photographs; and
- you can give us the name and address of the person responsible, and if applicable, the registration number of the vehicle.



If you cannot identify the person responsible and/or give us their name and address (and if applicable, their registration number) it means we will not be able to waive your excess. It does not otherwise impact the cover under your policy or your ability to make a claim.

This section describes the basics of what we cover.

## What we cover as your contents

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### We cover



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

- furniture;
- furnishings;
- clothing;
- home computers and printers;
- electronic tablets (e.g. iPads);
- laptops;
- mobile phones;
- unfixed electrical goods and appliances not housed in a cabinet;
- internal blinds, drapes and curtains;
- carpets, rugs;
- pot plants;
- 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; and
- drones.

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

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**If contents are insured in a unit**

Contents also include the fittings in a unit if the fittings are not legally part of the unit building according to the relevant state law. The fittings included are limited by law, and depending on the location of your unit and could be:

- lino installed in the unit, whether permanently attached or not;
- floating wooden floors;
- air conditioners (ducted or split system) and spas for the sole use of the unit owner or occupier;
- wall paint and paper if your unit is located in New South Wales.

We will not cover any item which is legally part of a unit building according to the relevant state law. It is your responsibility to determine whether a fitting is legally part of a unit building according to the relevant state law.

**If contents are insured in a property that is not a unit and you are a tenant**

When you are a tenant of a property that is not 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.

## What we don't cover as your contents

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### **We don't cover**



Contents does not include:

- any part of the building, unless 'If contents are insured in a property that is not a unit and you are a tenant' applies to you;
  - electrical or electronic items that are no longer able to be used for the purpose they were intended (e.g. a television that can't be watched);
  - floating wooden floors;
  - any pets or animals;
  - electronic files for which you do not 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 and hedges in the ground;
  - used or applied chemicals, fertilisers and pesticides;
  - a motor vehicle, a motorbike, motorcycle or any other vehicle of any type other than those covered in 'What we cover as your contents' (see page 14);
  - 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) but we will cover keys (and keyless electronic starters) if they belong to vehicles covered under 'What we cover as your contents' (see page 14);
  - any unlicensed or unregistered firearms;
  - any item which is legally part of a unit building according to the relevant state 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);
  - uncut and unset gems, gold or silver nuggets, bullion and ingots (not jewellery).
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## Who we cover

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In your policy with us, You/Your refers to the person or persons named as the insured on your certificate of insurance and members of your family 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/Your refers to:

- that company, trustee or body corporate;
- the following if they normally live at the insured address:
  - any company director, company owner or trust beneficiary; and
  - their respective family members.

Family means:

- 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; and
- people who provide care or services to you.

## How we cover your contents

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We cover your contents at the insured address when they are inside the building or unit. Contents are not covered in the open air at the insured address.



### What is the insured address?

The insured address is the address/location shown on your certificate of insurance. The insured address does not include common property but we will 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.

How we categorise different types of contents

## 1. General contents

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### Some contents have no limit (other than the total contents sum insured)

e.g. furniture, electrical appliances (fridge, TV), carpets, clothes and manchester.

## 2. Fixed limit contents

### Some contents have fixed limits.



These are contents items that have fixed limits that cannot be changed and these limits are the most we will pay for those contents items.

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

| Item                                                                                                                           | Limits for any one incident        |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| Jewellery, watches, other items containing precious metals and stones                                                          | Limited to <b>\$1,000</b> in total |
| Carpets or rugs that are hand woven or hand knotted                                                                            | Limited to <b>\$1,000</b> in total |
| Paintings, pictures, works of art, antiques, sculptures, ornaments and art objects                                             | Limited to <b>\$1,000</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</b> in total |
| Commercially produced audio and video media, and computer and game console software                                            | Limited to <b>\$1,000</b> in total |
| Refrigerated food, frozen food and medicines                                                                                   | Limited to <b>\$100</b> in total   |
| Tools of trade and equipment used for a business activity (not home office equipment)                                          | Limited to <b>\$500</b> in total   |

## Things we don't cover

## 3

There are some things we don't cover under your policy and we want to be upfront about this.

Remember, there are also specific things we don't cover in sections 4 and 5 see pages 33 to 42.

## Things 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:**

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

- 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.

But we will cover:

- fire damage (including water contamination) that is covered by insured event 'Fire (including bushfire)';
- your legal liability under 'Legal liability' cover, to the extent your legal liability arises from your use of pesticides or herbicides at the insured address.

### **Breaking the law**

- you, or someone with your knowledge or 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 or lawful direction, including laws or lawful direction relating to:
  - smoke alarms;
  - pool fencing;
  - install 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.

## Things 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:**

### **Building extensions, alterations or renovations**

other than the cover available under 'Legal liability', extensions, alterations or renovations to the building or unit or parts of the building or unit, including:

- damage caused by cracking, collapse, subsidence caused fully or partially by the construction work;
- theft or damage by someone who enters or leaves through an unlockable part of the building or unit that is under construction.

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

any part of the building, unit or contents not being in good condition, such as, but not limited to:

- there are holes in floors, walls, ceilings or any other parts of the building or unit (e.g. external wall cladding, internal plaster, floorboards);
- there are boarded up or broken windows or external doors;
- there is exposed electrical wiring;
- previous damage has not been repaired.

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

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

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 will not be covered for these events for the first **72** hours specified).

### **Chemical damage when cleaning**

chemicals, such as detergents and solvents, when you or someone authorised by you is using them for cleaning.

### **Communicable Disease**

a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

## Things 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:

### **Computer virus or computer hacking**

a computer virus or computer hacking.

### **Defects, faults, workmanship**

inherent defects, faulty design, structural defects, structural fault or faulty/poor workmanship (e.g. defective or faulty wiring), if you knew or should have reasonably known about it (e.g. because the defect or fault was able to be observed by you).

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

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**

an act or omission by you, your family, anyone living at the building or unit or any owner or part owner of the contents or anyone acting with your given or implied consent, which:

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

### **Ground movement**

erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement.

### **Hazardous materials**

any hazardous materials if not stored or used in accordance with the relevant law, controls and manufacturer's instructions.

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

mechanical or electrical failure or breakdown or anything that fails to operate properly, but we will cover damage caused by fire spreading from an electrical fault to other parts of your contents to the extent it is covered under insured event 'Fire (including bushfire)'.

## Things 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:**

### **Mould or mildew**

mould or mildew at the insured address unless it was directly caused by an insured event and there is no evidence of pre-existing mould in the building or unit in which your contents are kept.

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

Any part of the building or unit that was not 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 when construction, repairs, renovations or alterations were undertaken (e.g. you build an extension without obtaining appropriate permits and/or with electrical wiring that does not meet relevant building laws or regulations).

If you are 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.

### **Power surge**

power surge, unless the surge or the loss or damage caused by the surge is covered under the insured event 'Fire (including bushfire)'.

### **Radioactivity/nuclear materials**

- radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste;
- action of nuclear fission including detonation of any nuclear device or nuclear weapon;
- 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.

### **Revolution, war**

- 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; or
- any looting or rioting following these incidents.

## Things 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:**

### **Seepage of water**

water seeping or running:

- through the earth (hydrostatic water seepage);
- down the sides of earth or earth fill that is up against the building or unit;
- down the sides, against the sides or underneath swimming pools, spas or tanks;
- against or through retaining walls;
- from agricultural or overflow pipes.

### **Structural improvements at units**

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

### **Tree lopping**

trees being lopped, felled or transplanted by you or someone authorised by you.

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

any part of the contents, building or unit that has wear, tear, rust, fading, rising damp, corrosion, rot, action of light, atmospheric or climatic conditions or gradual deterioration such as, but not limited to:

- wear and tear of carpets, furniture and furnishings;
- fading of curtains and drapes;
- gradual weathering of pot plants.

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

- 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. But we will cover you under 'Legal liability' only, for death or bodily injury to a domestic border or tenant who is not within the definition of 'you' and who is not a tenant, paying guest or boarder under a short-term rental, holiday letting or house sharing arrangement;
- squatters or trespassers occupying the insured address.

## Things 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:

### When security or alarms are not working

loss or theft if the door locks, window locks or alarms you told us were installed, were in fact not installed, not in working condition or disconnected.

## **We don't cover:**

### **Asbestos**

the cost to remove asbestos or its derivatives from the insured address, unless the cost is incurred in order to undertake repairs in connection with a claim for loss or damage to your contents but only to the extent removal is necessary in order to repair insured damage.

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

confiscation, nationalisation, requisition or damage caused by the police, a government authority or someone with the legal authority to do this but we will cover loss or damage caused by emergency services in attempting to obtain entry at the insured address in connection with an insured event.

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

extra costs or other losses (financial and non-financial loss) following an incident covered by your policy including but not limited to:

- loss of income or wages;
- medical expenses;
- costs, including the cost of your time, to prove your loss or to help us with your claim (e.g. phone calls, postage) unless stated otherwise in your policy;
- 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;
- cost of replacing or reapplying pest control chemicals and baits in or around the insured address;
- travel costs;
- cleaning costs;
- any increase in electricity costs not directly arising from an incident covered by your policy.

### **Medical equipment and aids**

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 but we will cover hearing aids.

## **We don't cover**

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

repairing, replacing or fixing:

- 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:
  - the device that they are stored in was lost or damaged by an insured event; and
  - the electronic data or files were legally purchased and you cannot restore them free of charge.
- hard copies of photographs, films or other visual images that are damaged or lost, but we will cover the cost of reproducing hard copy photographs you have purchased from, or had produced by, a professional photographic business or retail outlet.

### **Replacement of water**

the loss, storage and replacement of water in any tank, container, pool, spa, and any other water storage vessel.

### **Sale of your contents**

- 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 sell them online.

### **Sanctions**

any payments (including refunding a premium) or the provision of any services or benefit to you or to any other party to the extent that such cover, payment, service or benefit would contravene or otherwise expose us to any penalty, sanction, prohibition or restriction under any applicable United Nations resolutions or trade or economic sanctions, law or regulation of Australia, New Zealand, the European Union, United Kingdom or United States of America.

## **We do not cover legal liability for or caused by, connected with or arising from:**

### **Agreements you enter into**

any agreement or contract you enter into, but we will cover your legal liability:

- if it would have existed had you not entered into the agreement or contract;
- if your liability is:
  - under a tenancy rental agreement; and
  - for damage to your landlord's property at the insured address caused by fire or by water leaking from pipes, washing machines, dishwashers or water overflowing from a blocked bath or tub.

### **Aircraft**

you using or owning any aircraft or the facilities to land or store aircraft, but we will cover:

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

### **Animals**

any animal other than your domestic dog, cat or horse.

### **Asbestos**

exposure to or potential exposure to asbestos in any form.

### **Building, altering or renovating**

building work being carried out at the insured address where the total cost of building, altering, extending or renovating is more than **\$50,000**.

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

you owning, occupying or renting any building, property or land not at the insured address except for:

- 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.

## **We do not cover legal liability for or caused by, connected with or arising from:**

### **Business activity**

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 (including arrangements booked through an online booking platform), but we will cover:

- part-time or casual babysitting where you do not need to be registered or licensed to do this;
- liability for death or bodily injury to a tenant, paying guest or boarder:
  - who is not within the definition of ‘you’; and
  - who is not 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**

using or towing a caravan, mobile home or trailer.

### **Committee members or officials**

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.

### **Death or injury**

death or injury of:

- 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 is not a tenant, paying guest or boarder).

### **Defamation or copyright**

defamation or breach of copyright.

### **Drones**

aerial devices, drones and other autonomously piloted aircraft.

### **Erection or demolition**

erection or demolition of buildings or structures.

## **We do not cover legal liability for or caused by, connected with or arising from:**

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

civil or criminal penalties or fines or aggravated, exemplary, punitive or multiple damages.

### **Legal actions in other countries**

legal actions or legal claims brought against you, decided or heard in countries outside Australia or New Zealand.

### **Motor vehicles or motorcycles**

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 did not have to be insured under any compulsory third party insurance laws or motor accident injuries laws and was:

- 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 (e.g. ride-on mower).

## **We do not cover legal liability for or caused by, connected with or arising from:**



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

loss or 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 (e.g. you accidentally damage office equipment at your work place),

but we will cover your legal liability under a tenancy rental agreement when your contents in your landlord's residential property are insured under your policy, for damage caused by:

- water leaking from pipes, washing machines, dishwashers or water overflowing from blocked baths or tubs;
- fire to your landlord's property.



### **Watercraft**

using or owning any watercraft unless it is a sailboard, surfboard, wave board, canoe, kayak, non-motorised surf ski or remote controlled model watercraft.



### **Your employees**

death or injury of your employees or damage to their property, including while they are working for you at the insured address.

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## **What we cover – the details**

**4**

In this section, we tell you about our cover for loss and damage to your contents and our Legal liability cover.

# What you are covered for – the Insured Events

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## Loss or damage to your contents

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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, see page 35.



Loss or damage to contents in the open air at the insured address.

We don't cover anything in section 3 'Things we don't cover' on pages 19 to 32.

There are also things we don't cover set out in sections 4 and 5 on page 33 to 42.



The most we will pay for any one incident is **\$25,000**, unless we say otherwise in your policy.



We do not insure wear, tear or gradual deterioration. For full details see page 24.



## Fire (including bushfire)

### We cover



Loss or damage caused by:

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

### We don't cover



Loss or damage arising from:

- arcing, scorching, melting or cigarette burns unless a fire spreads from the initial burn spot (e.g. 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 initial source;
- gradual exposure to fire, heat, ash, soot and smoke due to recurring incidents of fire or bushfire over an extended period of time.



## Theft or burglary

### We cover



Loss or damage caused by thieves or burglars.

### We don't cover



Loss or damage:

- caused by you or someone who lives at the insured address;
- caused by someone who entered the insured address with:
  - your consent;
  - the consent of someone who had your authority to allow them access to the insured address;
- caused by someone entering your insured address from common property, shared clothes line areas, shared garages, shared storage areas or a shared car parking lot at the insured address without signs of forced entry, but we will cover theft without forced entry 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, or loss or damage to their property, resulting from an incident which happens anywhere in Australia or New Zealand during the period of insurance:

- which is unrelated to your ownership of the building, unit or land at the insured address, unless you are living in a unit and/or own the unit and your legal liability is not covered under a building policy which covers that unit; or
- if it results from fixtures and fittings attached to the insured address and that you are legally responsible for under a rental agreement.

We also cover you for associated legal costs to defend a claim against you that is covered. We need to first agree to pay the legal costs before they are covered.

### Additional cover for a new vacant block of residential land

We will also cover your legal liability to pay compensation for death of or bodily injury to other people, or loss or damage to their property resulting from an incident which happens during the period of insurance on a vacant block of land that:

- you own;
- is zoned for residential housing;
- is no more than **20** acres; and
- is where you intend to build your future home.

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

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



## Legal liability (con't)

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### We don't cover



We don't cover anything in section 3 'Things we don't cover' on pages 19 to 32.

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### Limit



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



For examples of how we settle claims, see section 7 'How we settle claims - some examples' on page 55.

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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 of the conditions of your policy and the section 3 'Things we don't cover' apply to the additional covers.



In some circumstances, we may provide an additional cover to you before your claim for loss or damage to your contents is confirmed as covered under your policy. This does not mean that your claim has or will be covered or that your claim will be paid.



## Storage of undamaged contents

### We cover



If you are covered for loss or damage to your contents and the undamaged contents cannot be kept at the insured address, we will also pay:

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

### We don't cover



- storage costs once your contents can be returned to the insured address;
- storage costs outside of Australia;
- storage costs following loss or damage that is excluded by this policy;
- storage costs if your temporary accommodation is the place of storage;
- anything in section 3 'Things we don't cover' on pages 19 to 32.

### Limit



The most we will pay for storage of undamaged contents from any one incident is **\$5,000** in total.



We will pay for any loss or damage to the undamaged contents caused by an insured event while they are inside the place of storage but 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

### We cover



When you are covered for loss or damage to your contents, we will cover the reasonable and necessary costs to dispose of the damaged contents.

### We don't cover



- disposal, storage or removal of anything that is not contents;
- anything in section 3 'Things we don't cover' on pages 19 to 32.

### Limit



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

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## **Making a claim**

**6**

We want to be there for you in your times of need.  
In this section we set out how we help you when you  
make a claim.

# Making a claim

## What you must do

- 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 for this;
- when requested, provide us with proof of loss, ownership and value;
- provide us with all information, co-operation and assistance in relation to the claim (including attending an interview or giving evidence in court if required);
- allow us, or a person nominated by us, to recover your contents, or to take salvage or 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

- do not dispose of any damaged parts or items of your contents without our consent unless it is necessary for health and safety reasons;
- do not carry out or authorise repairs without our consent unless you cannot contact us and need to make emergency repairs to protect your contents or it is necessary for health and safety reasons;
- do not wash or 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 is necessary for health and safety reasons;
- do not admit liability or responsibility to anyone else unless we agree;
- do not negotiate, pay or settle a claim with anyone else unless we agree;
- do not accept payment from someone who admits fault for loss or damage to the contents. Refer them to us instead.

## If you do not comply

If you do not comply with 'What you must do' and 'What you must not do' we can reduce or refuse your claim and/or recover from you any costs and/or any monies we have paid and/or cancel your policy.

## Legal liability claims

You must tell us 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 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 help after your claim has been settled.

## **If we decline a claim or do not pay a claim in full**

We will provide reasons for our decision to decline the claim or not pay it in full. We will 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 do not do this, we will not be able to pay your claim.

We may obtain 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 also give us accurate and full details of what was lost, stolen or damaged.

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

You must give us proof of loss, value and ownership of 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 is needed to prove your loss. Sometimes though we might ask you to produce recent photographs of your contents or other evidence that proves the extent of the loss you have suffered.

For damaged or stolen items that are no longer available for inspection (e.g. 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 proof of ownership and value. The type of proof we might ask for includes proof of purchase (e.g. a sales receipt that has the item description or code, a purchase price, date purchased and where the item was purchased), a valuation from a qualified professional valuer, original operating manual, manufacturer's box, certificate of authenticity, close-up photograph, proof of inheritance and a full description of the item (e.g. brand, model etc.).

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

We do not consider that a statutory declaration of itself is acceptable evidence of proof of ownership and value.

If you are unable to substantiate your claim, we might reduce or refuse your claim.

## **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 will aim to use a member of our supplier network to repair or replace damaged contents.

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, you will be paid your sum insured.

## **Repairing your contents**

We will engage a repairer within our supplier network who is able to complete the repairs to your contents to provide a quote. If the quoted cost to repair the item is less than the cost of replacement, we will authorise the repairs. If you do not accept the offer to repair, we will pay you the quoted cost.

If we pay you for the repair, the Lifetime guarantee on contents repairs does not apply, see page 52.

## **Replacing your contents**

If the quoted cost to repair is more than the cost of replacement on a 'new for old' basis or if the contents item cannot be repaired, you have the option to accept a replacement on a 'new for old' basis sourced through our supplier network. See page 47 for what 'new for old' means.

If you do not accept the offer, you will be paid the value of our replacement item. This may be less than what it would cost you to arrange the replacement in the market. We are able to secure supplier discounts from within our content supplier network. We will pay you cash or if available, you can choose to have this paid as a voucher, store credit or stored value card.

## **When we settle contents claims we will not:**

- 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';
- fix or pay to fix pre-existing damage (unless your policy provides otherwise);

- fix inherent defects, structural defect, structural fault and/or faulty/poor workmanship that are not covered by your policy (see section 3 'Things we don't cover' on page 22), 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' means:**

### **New materials, new items**

We replace or repair with new items or new materials that are reasonably available at the time of replacement or repair from Australian suppliers.

### **New for old, regardless of age**

We replace or repair regardless of age, with no allowance for depreciation.



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 is not limited to **\$2,000**.

### **Same type, standard and specification as when new**

We will replace or repair to the same type, standard and specification (but not brand) as when new. If the same is not reasonably available from an Australian supplier, we will replace or repair with items or materials of a similar type, standard and specification when new. We can replace with a different brand.

### **'New for old' does not:**

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

## **When items may be replaced to a better standard**

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

For these items when being replaced, 'new for old' means replacing with a new item of equal specification (but 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 (but not brand). If this is not available, it means to the nearest better specification available. It can be a different brand. We do not 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 (e.g a TV that can no longer be watched).

## **Contents items that cannot or will not 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 will pay the cost of blank media;
- commercially-produced CDs or DVDs or other devices will be replaced or we will pay the cost of purchasing replacement commercially-produced CDs or DVDs or other devices.

We do not cover the costs of replacing electronic files for which you do not have a licence.

### **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 cannot be replaced 'new for old' or repaired, we will 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.

### **Repairing or replacing damaged contents**

We will only repair or replace contents when the loss or damage is covered by your policy. Apart from the limited circumstances where we will repair or replace undamaged contents (see 'When we will pay extra in relation to undamaged parts' on page 49) you cannot claim to replace undamaged contents. e.g. if a lounge chair which is part of a suite is damaged beyond repair we will pay to replace that chair, not the whole lounge suite.

## When we cannot match materials to undamaged parts

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If we cannot find new materials to match undamaged parts, we will 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 are not satisfied with the materials we find, you have two options before we commence the repair or replacement:



You can pay the extra cost of replacing undamaged parts to achieve a uniform appearance. See also 'When we will pay extra in relation to undamaged parts' on page 49 as there are some limited circumstances where we will pay extra to repair or replace undamaged parts.



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 are able to secure supplier discounts from our supplier network.

## When we will pay extra in relation to undamaged parts

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

- **internal blinds and curtains**

we will pay extra to replace undamaged blinds and curtains in the same room, stairs, hallway or passageway\* where the damage occurred.

- **carpets or other floor coverings**

we will 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 does not mean that we will always replace the undamaged carpets and flooring. Sometimes a repair may be possible.

\*See page 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

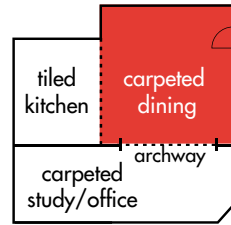
A room is an area starting and finishing at:

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

A room is not the same room, if there is a change in elevation in the room flooring.

A hallway next to a room is not the same room, even if it has the same continuously joined floor covering.

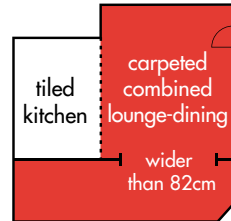
Any archway or similar opening separates a room unless it is a combined lounge-dining room (below).



## Combined lounge-dining room

We will only combine rooms with a shared doorway, archway or similar opening when:

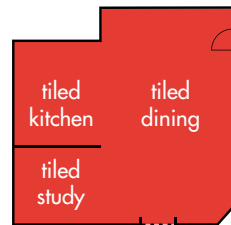
- they are lounge and dining rooms; and
- the elevation in the flooring is the same in both rooms; and
- the shared doorway, archway or similar opening is wider than **82cm**; and
- the floor or wall covering is the same in both rooms.



## Open plan areas

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

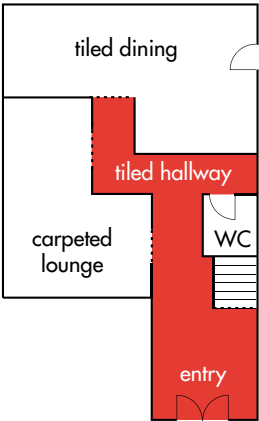
- a change in the floor or wall covering;
- there is a change in the elevation in the floor;
- the start of a hall or passageway;
- the nearest wall, doorway, archway or similar opening.



### Same passageway or hallway

A passageway or hallway has the same meaning as a room. We will not combine a hallway and a room.

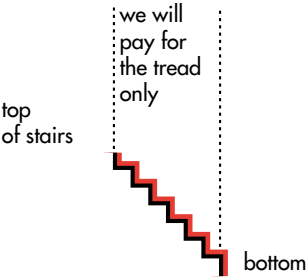
A passageway or hallway is not the same passageway or hallway, if there is a change in elevation in the passageway or hallway flooring.



### 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 is no physical barrier present (e.g. no wall or door).

## **Lifetime guarantee on contents repairs**

When we repair your contents, we guarantee the quality of workmanship of that work for the lifetime of the contents if we:

- authorise;
- arrange; and
- pay the repairer directly for this work.

## **What we guarantee**

We guarantee the standard of the workmanship to be free of defects. If a defect arises in the lifetime of the contents as a result of poor quality workmanship, then we will rectify the problem. It is a condition of our guarantee that we reserve the right to decide who will undertake the rectification work.

## **This guarantee does not apply:**

- to repairs you authorise or make yourself;
- to loss, damage or failure of any electrical or mechanical appliances or machines;
- to wear and tear consistent with normal gradual deterioration of your contents;
- where we give you payment for the cost of the repairs and you arrange the repairs.

## **After we pay your claim**

### **After a contents 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. You may need to change your insured address. The claims you lodge may result in additional excess(es) being applied to your policy at renewal.

## **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 will need you to make the damage or recovered items available to us.

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

If you've suffered loss or damage or, incurred a legal liability as a result of an incident covered by this policy and you make a claim with us for that incident, then we have the right and you have permitted us to take action or start legal proceedings against any person or entity liable or, who would be liable to you for the recovery of your loss.

"Your loss" means your insured, underinsured or uninsured loss or damage or legal liability, costs, payments made and expenses in relation to the incident. 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 will have full discretion over the conduct and any settlement of the recovery action.

If you make a claim with us for your loss and you've already started action or legal proceedings against any person or entity liable or, who would be liable to you for your loss, then we have the right and you have permitted us to take over and continue that action or legal proceeding.

Where your loss forms part of any class or representative action which hasn't been started under our instructions, we have the right and you permit us to exclude your loss from that class or representative action for the purpose of us including it in any separate legal proceedings which are or will be started under our instructions.

You must provide us with all reasonable assistance, co-operation and information in the recovery of your loss.

This assistance may include:

- providing a more detailed version of events, which may include completing a diagram or statement/ affidavit;
- providing us with any documents required to prove your loss;
- providing copies of any photographs or footage of the incident available;
- lodging a police report or obtaining relevant documents, such as completing and lodging an application form to obtain records from the police, fire and rescue, councils and other entities (when we cannot lodge one);
- attending court or meetings with our legal/other experts (only if required);
- providing evidence and documentation relevant to your claim and executing such documents, including signed statements and affidavits which we reasonably request.

We will pay for the cost of filing the police report and relevant searches to locate the third party. We will cover the costs you incur when having to attend court up to **\$250** in total per claim.

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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These are examples only of how a claim payment might be calculated and are not part of your policy. You should read them only as a guide. Every claim is considered on an individual basis because every claim is different. Please note:

- all amounts are in Australian dollars and are GST inclusive;
- all examples assume you are not registered for GST; and
- the excess amounts stated are examples only and may be different to your excess(es). Refer to your certificate of insurance.

### Example 1 – Total loss

Unfortunately there has been an electrical fault in your unit causing it to catch fire and all of your contents are destroyed. In this example, the \$600 standard excess applies.

| Your claim                     |                 | Additional information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| To replace your contents items | \$22,000        | You provide the proof we ask for to establish your loss including details of when and where your contents were purchased, photographs and a full description of the items lost. We obtained the quoted cost to replace your contents from our supplier network. As the quoted cost to replace your contents (\$22,000) is less than your contents sum insured, we offer to replace most contents on a 'new for old' basis and you accept our offer and for the rest, we pay you cash. Our supplier network commences replacement of your contents items. |
| Removal of debris              | \$1,500         | We will pay up to \$5,000 to dispose of your destroyed contents under the 'Removal of debris' additional cover. We pay \$1,500 to our supplier to remove the damaged contents.                                                                                                                                                                                                                                                                                                                                                                           |
| Less excess payable            | -\$600          | In this example, you pay the excess directly to us.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Total claim</b>             | <b>\$22,900</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

## Example 2 – Partial loss – Theft

Your home is broken into and a number of items have been stolen, including a watch. In this example, the \$600 standard excess applies.

| Your claim                     |                | Additional information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| To replace your contents items | \$7,500        | You provide the requested proof of loss and value, including photos of your watch, proof of purchase and a valuation certificate. A member of our supplier network determines that the quoted cost to replace your watch with one of the same standard and specification is \$3,000 and they quote \$6,500 for the other content items. As cover for your watch is limited to \$1,000, we pay you \$1,000. We offer to replace your other contents items on a 'new for old' basis and you accept our offer. Our supplier network commences replacement of your contents items. |
| Less excess payable            | -\$600         | In this example, you pay the excess directly to us.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Total claim</b>             | <b>\$6,900</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

## Example 3 – Legal liability cover

While riding a pushbike along the road, you accidentally ride into a parked car causing damage and scratches to the paintwork of the car. The cost to repair the damage to the car is \$2,000. It is determined that you are liable for the damage caused to the car. In this example, the \$600 standard excess applies.

| Your claim                            |                | Additional information                                   |
|---------------------------------------|----------------|----------------------------------------------------------|
| Liability for repair costs to the car | \$2,000        | This amount is paid to the owner of the damaged vehicle. |
| Less excess payable                   | -\$600         | In this example, you pay the excess directly to us.      |
| <b>Total claim</b>                    | <b>\$1,400</b> |                                                          |

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## **Important things to know – our contract with you**

**8**

In this section, we set out more important information about your contract with us, including information about your premium (including paying your premium and what happens when your premium payment is late) how your policy operates and responds where there are joint policyholders, how the GST affects this insurance and what happens with cancellations.

## About your premium

The amount you pay for this insurance is called the premium. The 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 '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.

## Paying your premium

You must pay the premium by the due date to get this insurance cover. We will 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 but it costs less to pay annually.

If you ask to pay the premium by debiting your account or card, we will 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 do not 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 will let you know, and we can cancel your policy:

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

## Joint policyholders

When you insure your contents in the names of more than one person, and all of those people are named 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 reasons for this is that these joint policyholders each have an interest or ownership in the contents.

We will treat a statement, act, omission, claim, request or direction (including a request to change or cancel your policy) made by one policyholder (either before you purchase this policy and during the period of insurance), as a statement, act, omission, request or direction by all policyholders. A policyholder means a named insured on your certificate of insurance.

There are, however, some exceptions to this.

During the period of insurance, we might ask all joint policyholders before we action a request or direction in relation to your policy (e.g. before we cancel your policy, reduce your cover or remove another policyholder). This way we can help protect the interests of all policyholders.

## **Conduct of others**

When we consider a claim under this policy, we will 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 are not legally required to do so. If we do, we will 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 are entitled to for your premium and your claim, each time you make a claim. If you do not give us this information or if you tell us an incorrect ITC, we will not pay any GST liability you incur.

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

In respect of your policy, where you are 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**

You can cancel this policy at any time. For each contents cover cancelled, you will be refunded the unexpired portion of the premium attributable to that contents cover (including GST if applicable) less any non-refundable government charges. We will not give a refund if the refund due is less than **\$10** (GST inclusive). If you pay by instalments, on cancellation you agree to pay us any portion of the premium that is owing but not yet paid and that amount is due and payable.

### **Cancellation by us**

We can cancel your policy when the law allows us to do so. For each contents cover cancelled, you will be refunded the unexpired portion of the premium attributable to that contents cover (including GST if applicable) less any non-refundable government charges. We will not give a refund if the refund due is less than **\$10** (GST inclusive). If we cancel your policy due to fraud, we will not refund any money to you.

## **What to do if you have a complaint and other important information**

**9**

We will always do our best to provide you the highest level of service but if you are not happy, here is what you can do.

## How to contact us with a complaint

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### Let us know

If you experience a problem, are not satisfied with our products or services or a decision we have 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 are 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 have reached a decision.

When responding to your complaint you will 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)

## General Insurance Code of Practice

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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 is free to consumers. Any determination AFCA makes is binding on us, provided you also accept the determination. You do not 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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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.

## Report insurance fraud

Insurance Fraud is not 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 in order to keep your premiums as low as possible. 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.

## **Words with special meanings**

**10**

Some words in this policy have a special meaning. It is important to read this section because it can impact how your policy is interpreted.



If a word does not have a special meaning then it just has its ordinary meaning

**Bicycle**

means a standard bicycle that can only be propelled by pedalling. It is not an e-bicycle.

**Building**

means any lockable domestic building located at the insured address that is 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 does not include partially enclosed buildings or areas of building such as carports, on-site parking bays, balconies, courtyards and verandahs.

**Business activity**

means:

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

**Certificate of insurance**

means the latest certificate of insurance, including the insurance account, we have given you. It is an important document as it shows the covers you have chosen and other policy details.

**Collection**

means a set of objects, specimens, writings, and the like, gathered together and which collectively have a special value above that of the items individually if separated.

**Common property**

means land or areas at the insured address that both you and other people are entitled to use (e.g. common property in a multi-dwelling development).

**Communicable Disease**

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

- transmission of the substance or agent includes a virus, bacterium, parasite or other organism or any variation, living or not; and
- the method of transmission, whether direct or indirect, includes airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including people and living things).

**Computer**

means any electronic digital device that stores, retrieves and processes data and can be programmed with instructions. It includes devices such as PC, laptop, and electronic notebook. A computer is composed of hardware and software, including:

- CPU;
- monitor;
- processor;
- hard drive;
- keyboard and mouse.

**Contents**

see page 14.

**Drones**

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

**e-bicycle**

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

**Excess**

see page 11.

**Family**

see page 17.

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

see page 6.

**Fire (including bushfire)**

means burning with flames.

**Fixed limit contents**

see the table on page 18.

**Fixture and fittings**

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

**Home office equipment**

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

**Illegal drugs**

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

**Incident**

means a single event, accident or occurrence which you did not 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 17.

**Insured event**

means the insured events on page 35.

**In use**

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

**Jewellery**

means personal ornaments such as necklaces, rings or bracelets that are typically made from or contain jewels or precious metal. Jewellery includes antique jewellery but it does not include a jewellery box or uncut and unset gems, gold or silver, nuggets, bullion and/or ingots.

**Loss or damage**

means physical loss or physical damage.

**Memorabilia**

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

**Open air**

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**

means when your policy starts to when it ends. It is shown on your certificate of insurance.

**Personal transportation vehicle**

means a battery driven or electric device that is a scooter, skateboard, e-bicycle, unicycle, hoverboard, one-wheel or segway used for personal transportation that is suitable to be ridden by one person and does not have to be insured under any compulsory third party insurance laws or motor accident injuries insurance laws.

**Policy**

means your insurance contract. It consists of this PDS, any SPDS we have given you and your latest certificate of insurance.

**Retaining wall**

means a wall, which is not part of the residential building, that holds back or prevents the movement of earth.

**Set**

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

**Strata title**

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.

**Sum insured**

see page 10.

**Tools of trade**

means tools or equipment used for any business activity (but not home office equipment).

**Toy motor vehicle**

means a toy vehicle designed to be used by a child. It is not a motorbike, moped or motorcycle regardless of the power or power description. It is also not a personal transportation vehicle.

**Unit**

means a unit, villa, townhouse or apartment in a strata title development where your contents are kept. It does not include common property.

**Unoccupied, occupied and furnished enough to be lived in**

‘furnished enough to be lived in’ means the building or unit contains at least:

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

occupied means:

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

unoccupied means:

- the building or unit is not furnished enough to be lived in; or
- no-one is eating, sleeping and living at the building or unit; or
- the building or unit is not connected to utilities.

**We, us, our and AAMI**

means AAI Limited ABN 48 005 297 807 trading as AAMI.

**You/Your**

see page 17.

**We're here for you  
7 days a week**

## **How to contact us**



13 22 44



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



PO Box 14180,  
Melbourne City Mail Centre  
Victoria 8001

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This insurance is issued by AAI Limited  
ABN 48 005 297 807  
AFSL No. 230859 trading as AAMI

LUCKY  
YOU'RE  
WITH **AAMI**