

# FIRE AND THEFT CONTENTS INSURANCE

**Product Disclosure Statement** 



## Peace of mind with AAMI

AAMI Fire and Theft Contents Insurance covers your contents while they are inside the building for up to **\$25,000** against fire and theft.

This policy also provides up to \$20 million legal liability cover.

Please read this Product Disclosure Statement (PDS) carefully for full details.

**Important** – if the replacement value of your contents is higher than the **\$25,000** maximum cover provided under this policy, or you want to cover your contents for more than the insured events of fire and theft, please consider the AAMI Home Contents Insurance Policy.

## AAMI Fire and Theft Contents Insurance offers 'New for Old' replacement

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

## AAMI Fire and Theft Contents Insurance offers guaranteed repair quality

The quality of workmanship and the materials used in any repair of your contents that we arrange and authorise will be guaranteed for the life of your contents.

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## Introduction

## Welcome to AAMI Fire and Theft Contents Insurance

## Why is this document important?

This Product Disclosure Statement (PDS) is an important legal document that contains details of your AAMI Fire and Theft Contents Insurance if you purchase this product from us. Before you decide to buy this product from us, please read this PDS carefully. If you purchase this product, your policy comprises of this PDS and your certificate of insurance which shows the details particular to you.

The information in this PDS was current at the date of preparation. We may update some of the information in the PDS that is not materially adverse from time to time without needing to notify you. You can obtain a copy of any updated information by contacting us. We will give you a free paper copy of any updates if you request them.

In some circumstances the terms and conditions of this PDS may be amended by a Supplementary PDS (SPDS).

## PED guide

Throughout this PDS you will be referred to a guide called: Premiums, Excesses, Discounts and Claim Payments Guide, indicated as 'Refer to the PED Guide for further information'. This guide will provide you with further information and is available at aami.com.au. You can also obtain a copy of this guide on request, at no charge, if you contact us.

## Communicating with you

We may agree to send your policy documents and policy related communications electronically. This will be by email and/or other types of electronic communication methods. Policy documents and policy communications will be provided to you in this way until you tell us otherwise or we tell you it is no longer suitable. If we agree to communicate with you electronically, you will need to provide us with your current email address and your mobile phone number.

Each electronic communication will be deemed to be received by you at the time it leaves our information system.

### Our commitment to you

When you are an AAMI policyholder and you need to claim on your policy, our claims service will be there to take your call.

## Cooling off period

After this insurance begins or you renew your policy for another period of insurance, you have 21 days to consider the information in your PDS. This is called the 'cooling off period'. If you wish, and provided you have not made a claim, you can exercise your cooling off rights within 21 days from the day cover began or was renewed. When you exercise your cooling off rights, we will refund in full the money you have paid for that period of insurance but you will have no cover from when your policy would have otherwise begun or from your renewal date.

Alternatively, you can cancel your policy at any time during the period of insurance. When you do this and unless we tell you otherwise, you will have cover up until the date of cancellation. For more information see 'Cancellation by you' on page 40.

## Who is this product designed for?

This product covers your contents for loss or damage up to a maximum of **\$25,000**, against the insured events of fire and theft, while your contents are inside your building or unit.

This product does not cover loss or damage to buildings, nor is it suitable for landlords insuring contents for their tenants' use.

## Your duty of disclosure

You have a duty of disclosure to tell us everything you know, or could reasonably be expected to know, is relevant to our decision to insure anyone under the policy, including you, and on what terms.

It includes matters we specifically ask about when you apply for a policy, or renew or alter your policy, and any other matters which might affect whether we insure you and on what terms.

The information you tell us can affect:

- the amount of your premium;
- if we will insure you;
- if special conditions will apply to your policy.

You do not need to tell us of anything which:

- reduces the chances of you making a claim; or
- we should know about because of the business we are in; or
- we tell you we do not want to know.

If you are unsure it is better to tell us. If you do not tell us something which you know or should know is relevant, we might reduce a claim, refuse to pay a claim, cancel your policy or, if fraud is involved we can treat the policy as if it never existed.

## **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 'What we do not cover - general exclusions' on pages 24 to 28.

## Joint Policyholders

When you insure your contents in the names of more than one person, each person is a joint policyholder and is able to make changes that we agree with to the policy. We will treat a statement, act, omission, claim, request or direction (including to alter or cancel your policy) made by one as a statement, act, omission, claim, request or direction by all those named as insured on your certificate of insurance.

## Some words in your policy have special meanings

Some words when used in this PDS have special meanings. Most of the words with special meanings are defined in the 'What do we mean by that?' section on pages 41 to 43.

## **Summary of Insured Events**

This summary lists the insured events that we cover with an example of what we do not cover in relation to that insured event. This is a summary only and there are other things we do not cover. For full details of what we cover and do not cover you for, read your certificate of insurance and the full PDS carefully, including pages 16 to 17 and 'What we do not cover – general exclusions' on pages 24 to 28 of the PDS.

Fire	Theft or Burglary
But we do not cover loss or damage to your contents from arcing, scorching or cigarette burns unless a fire spreads from the initial burn spot.	But not loss or damage caused by someone who entered the insured address with your consent.
More details page 16	More details page 17

## Summary of important claims information

This summary lists some of the important information to consider when making a claim. This is a summary only and there are other things you should be aware of when making a claim.

For more details see pages 29 to 39

## Making a claim

It is important that you contact us as soon as possible after the loss or damage has occurred. You must also take reasonable steps to prevent further loss or damage.

More details page 29

## **Establishing your loss**

You will need to prove that an incident covered by your policy has occurred and also the extent of the loss you have suffered.

More details page 31

## **Proof of ownership**

We may ask for proof of ownership in the event of a claim.

More details page 31

#### **Excess**

An excess is the amount you ordinarily have to pay for each incident when you make a claim. The excess(es) that apply depend upon the circumstances of the claim.

More details page 34

#### How claims are settled

Depending on the circumstances we will decide to repair, replace or pay you what it would cost us to repair or replace.

Some items, for example paintings, cannot be replaced and we explain how we will settle claims for such items in this PDS.

More details page 35

## About your sum insured

#### What is a sum insured?

The sum insured is the most you can claim for any one incident unless stated otherwise in this PDS.

AAMI Fire and Theft Contents Insurance covers your contents up to **\$25,000** against fire and theft while they are inside the building or unit at the insured address.

## Make sure your sum insured is adequate

Underinsurance can expose you to serious financial loss if a claim occurs. It is your responsibility to make sure your contents are insured for their full 'new for old' replacement value.

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.

## Review your sum insured regularly

You need to ensure that your sum insured is accurate when you first insure your contents and each time you renew your policy. To ensure your sum insured is adequate it is important to review it regularly, being mindful of items purchased recently, and consider changing to an AAMI Home Contents Insurance policy.

## If you over-insure

We will not pay more than it costs us to repair or replace your contents up to the sum insured.

We will not refund any premium paid for over-insuring.

## **About your premium**

The premium is the amount you pay us for this insurance and it includes stamp duty, GST, other government charges and any fire services levy (FSL) that applies. The total amount payable will be shown on your certificate of insurance or, if you pay by instalments, the amount due will be shown on your certificate of insurance as 'instalment amount'.

In addition to the sum insured, we use many factors about you and your contents to work out your premium. These are called premium factors. The premium factors we use reflect the likelihood of you making a claim together with other factors related to our cost of doing business.

Each time you renew your insurance your premium is likely to change, even if your personal circumstances have not changed. This is because premiums are affected by other things such as our expenses of doing business and changes in our approach to how we calculate your premium.

Your premium includes any discounts we have given you.

#### Refer to the PED Guide for further information

## **Paying your premium**

We will tell you how much you have to pay and how much time you have for payment on your certificate of insurance. You must pay the premium by the due date to get this insurance cover. You can pay in one annual payment or if we agree, by instalments. If you pay your premium by instalments it costs you more than if you choose to pay your premium in one annual payment.

Unless we tell you, any payment reminder we send you does not change the expiry or due date. If you do not pay the full amount, we may reduce the period of insurance so it is in line with the amount you paid.

If you make a change to your policy details it may affect the premium you need to pay for the remainder of your period of insurance.

## Late annual payments

If you do not pay the premium by the due date in the first year of insurance with us, we will give you a written notice of policy cancellation where we are required by law to do so.

If you do not pay the premium due on renewal by the due date, you will have no cover from the due date.

If we accept your late payment, we might recommence your cover from the date we receive your payment. If so, you will have no cover for the period from the due date until the date of payment.

#### Overdue instalments

If you pay your premium by instalments and your instalment is overdue, we can do one or both of the following:

- refuse to pay a claim if an instalment is 14 days (or more) overdue;
- cancel your policy without notifying you in advance if an instalment is 1 month (or more) overdue.

## Your responsibilities

#### You must:

- keep your contents and any buildings well maintained and in good condition. For what we mean by
  'well maintained and in good condition' see 'What do we mean by that?' on pages 41 to 43;
- take all reasonable care to prevent theft, loss, damage or legal liability;
- follow all the terms and responsibilities set out in your policy;
- provide honest and complete information for any claim, statement or document supplied to us.

## Not meeting your responsibilities

If you do not meet your responsibilities, it may lead us to do one or both of the following:

- reduce or refuse to pay your claim;
- cancel your insurance policy.

## When the building or unit will be unoccupied for more than 60 days

We will apply the unoccupied excess to each incident covered by your policy **unless** this policy states that no excess applies to your claim if, at the time of the incident, the building or unit has been unoccupied for more than **60** continuous days.

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  $\bf 2$  consecutive nights. You may be asked to prove the occupancy of the building or unit in the event of a claim. This may be supported by the usage of the utilities that are connected to the building or unit. Sometimes we might ask for other evidence of occupancy. We will decide if the unoccupied excess applies.

If you have to pay an unoccupied excess it is payable in addition to any other excess that applies to your claim. For more details about the unoccupied excess, see page 34.

## When you need to contact us

#### You must contact us when:

- you start to operate or intend to operate a business activity at the insured address;
- there are changes to any business activity you operate at the insured address such as:
  - you change the type of business activity;
  - people start to come to the insured address;
  - you install business signage;
  - you need to store chemicals for the business activity.
- any detail on your certificate of insurance is no longer accurate, such as the insured address;
- you move out and let the building to tenants;
- trespassers (squatters) occupy the building;
- you commence building or renovations at the insured address;
- anything else happens that increases the chance that loss, damage or injury will occur at the insured address;
- your contact details change.

## What we will do when you contact us

When you contact us and tell us about these changes, we may decide to impose an additional excess, charge an additional premium or apply a special condition to your policy. In some cases, it could mean we can no longer insure you and we will cancel your policy.

## About your cover

## Who we cover - You/Your

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, 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.

### Where we cover - the insured address

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. 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.

## What we cover as your contents

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, unfixed electrical goods and appliances not housed in a cabinet, internal blinds, drapes and curtains, carpets and plants in pots, medical equipment and aids.

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

- wheelchairs, mobility scooters, ride-on mowers, golf carts;
- 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.

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

#### 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 could be:

- lino installed in the unit, whether permanently attached or not;
- floating wooden floors;
- air conditioners and spas for the sole use of the unit owner or occupier;
- fixtures owned by you as a tenant which will be removed when vacating;
- 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.

## If contents are insured in a building that is not a unit and you are a tenant

When you are a tenant of a building 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 do not cover as your contents

#### Contents does not include:

- anything defined as building, unless 'If contents are insured in a building 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;
- any pets or animals;
- items that are or were stock or samples related to any business activities;
- loose or compacted soil, lawn, artificial grass, gravel, pebbles, rocks, granular rubber or water;
- plants, trees, shrubs or hedges in the ground;
- used or applied chemicals, fertilisers and pesticides;
- 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;
- keys (including keyless electronic starters) of any vehicle, watercraft or aircraft, except if belonging to vehicles covered under 'What we cover as your contents' (see page 12);
- any unlicensed or unregistered firearms;
- any item which is legally part of a unit building according to the relevant state law.

## The most we will pay for contents claims

#### **Contents**

These are your contents without fixed limits and contents with fixed limits.

If we accept your claim, the most we will pay for loss or damage to all contents arising from any one insured event is **\$25,000**.

There are also limits that apply to individual content items or types of items. These limits are set out in the table below 'Contents with fixed limits'.

#### Contents with fixed limits

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

Item	Limits for any one insured event
Jewellery, watches, other items containing precious metals and stones	Limited to <b>\$1,000</b> in total
Uncut and unset gems, gold or silver nuggets, bullion and ingots (not jewellery)	Limited to <b>\$500</b> in total
Cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, money orders or stamps (not in a set or collection)	Limited to <b>\$100</b> in total
Paintings, pictures, works of art, antiques, sculptures, ornaments and art objects	Limited to \$1,000 in total
Carpet or rugs that are hand woven	Limited to \$1,000 in total
Collections, sets and memorabilia, including stamps, stamp collections, collectors 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 \$1,000 in total
Refrigerated food, frozen food and medicines	Limited to \$100 in total
Home office equipment used for a business activity	Limited to \$1,000 in total
Tools of trade and equipment used for a business activity (not 'Home office equipment')	Limited to <b>\$500</b> in total

## **GST**

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

## What you are covered for - Insured Events

We cover your contents when inside the building or unit at the insured address for loss or damage caused by an insured event during the period of insurance.

There are some things we do not cover and these are shown in the 'We do not cover' section of the following tables and in the 'What we do not cover – general exclusions' on pages 24 to 28.

#### Fire

We cover	We do not cover
Loss or damage to your contents caused by fire (burning with flames).	Loss or damage arising from:
	<ul> <li>heat, ash, soot and smoke when your contents have not caught on fire unless it is caused by a burning building within 10 metres of the insured address;</li> </ul>
	<ul> <li>arcing, scorching or cigarette burns unless a fire spreads from the initial burn spot;</li> </ul>
	<ul> <li>pollution or vapour from a home heater or a cooking appliance unless a fire spreads from the initial source.</li> </ul>

## Theft or Burglary

We cover	We do not cover
Loss or damage to your contents caused by thieves or burglars.	Loss or damage:
	<ul> <li>caused by you or someone who lives at the insured address;</li> </ul>
	<ul> <li>caused by someone who entered the insured address with:</li> </ul>
	<ul><li>your consent;</li></ul>
	<ul> <li>the consent of someone who had your authority to allow them to access the insured address.</li> </ul>
	<ul> <li>caused by thieves or burglars entering your insured address from common property, shared clothes line areas, garages, storage areas or a 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.</li> </ul>

Refer to the PED Guide for further information

## **Additional features**

If we accept your claim for loss or damage due to an insured event, we will also provide the following additional features. The additional features and their limits are paid in addition to the sum insured for your contents.

In some circumstances, we may decide to make an additional feature available to you before we accept or agree to pay your claim. If we do this, it does not mean that your claim has or will be accepted or that we have otherwise agreed to pay your claim. If we later decide that we cannot accept or pay your claim then the cover available under an additional feature will not apply and we may decide to recover the costs from you.

There are some things we do not cover under these additional features and these are shown in the 'We do not cover' section of the following tables on pages 18 to 19 and in the 'What we do not cover – general exclusions' on pages 24 to 28.

## Storage of undamaged contents

#### We cover

If you make a claim for loss or damage to your contents due to an insured event, and we agree that 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.

#### Limit

The most we will pay for the storage of undamaged contents is \$5,000 in total.

#### Note:

We will pay for any loss or damage to the undamaged contents caused by an insured event while they are at the place of storage **but only** up to the sum insured shown on your certificate of insurance (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 lapses or we stop paying for storage, whichever happens first. All the conditions, limits and exclusions of this policy apply to this cover.

#### We do not cover

- storage costs once we decide your contents could be returned to the insured address;
- storage costs outside of Australia;
- loss or damage that is excluded by this policy;
- if your temporary accommodation is the place of storage.

## Removal of debris

We cover	We do not cover
The reasonable and necessary costs to dispose of the damaged contents.	Disposal, storage or removal of anything that is not defined as contents.
Limit	
The most we will pay for any one event is <b>\$5,000</b> in total.	

Refer to the PED Guide for further information

## **Legal Liability**

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 we have agreed to pay following your claim.

We cover your legal liability to pay compensation for death 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 or land at the insured address; or
- if it results from fixtures and fittings attached to the insured address and that you are legally responsible for under a rental agreement; or
- if 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.

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

When we cover your contents we will also cover your legal liability to pay compensation for death 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.

#### What we do not cover

We do not cover legal liability caused by or resulting 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;
- 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.

#### 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 your contents in that unit under this
  policy;
- residential land that is covered under 'Additional cover for a vacant block of residential land' on page 20.

#### 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**.

#### **Business activity**

any business activity, **but we will cover** this if it relates to part-time or casual babysitting where you do not need to be registered or licensed to do this.

#### Caravans and trailers

using or owning 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 or official 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.

#### Fines, penalties and other damages

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

#### Illness or Disease

illness, disease or sickness you knowingly spread or failed to take due care to prevent spreading after you knew about it.

#### Legal actions in other countries

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

#### Libel or slander

libel or slander.

### 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 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;
- domestic gardening equipment (e.g. ride-on mower).

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

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 damage 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 while they are working for you.

Refer to the PED Guide for further information

## What we do not cover - general exclusions

You are not covered under any section of your policy for damage, loss, cost or legal liability that is caused by, arises from or involves:

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

- any actual or threatened biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant; or
- any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant; or
- 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 that is covered by insured event 'Fire';
- 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;
- the cost to remove asbestos or its derivatives from the insured address during repairs or rebuilding if
  we have accepted a claim for loss or damage to your contents.

#### 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 malicious damage;
- your possession, supply or consumption of any illegal substances or illegal drugs;
- you not obeying any commonwealth, state, territory or local government law, including laws relating to:
  - installing smoke alarms;
  - pool fencing;
  - failing to install a balcony railing or balustrade when required;
  - dangerous goods and liquids;
  - firearms;
  - control and safekeeping of dangerous or restricted breeds of dogs, including not obeying any legal requirement to restrain a dog in public or keep it fenced in.

#### Building extensions, alterations or renovations

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

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

#### 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, **but not** when you cancelled the policy prior to its expiry date, and **only** up to the lesser of the sums insured covered under the expired policy **or** the sums insured under this policy.

#### Computer virus or computer hacking

a computer virus or hacking.

#### 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.

#### Consequential losses or extra costs following an incident covered by your policy

consequential loss (financial and non-financial loss) or extra costs following an incident covered by your policy, such as:

- loss of income or wages;
- medical expenses;
- loss or costs, including the cost of your time (e.g. inconvenience), to prove your loss or to help us with your claim (e.g. telephone calls, postage);
- cost of hiring appliances after yours suffer loss or damage;
- professional, expert, legal, consulting or valuation costs unless you obtained our prior written authority to incur these costs;
- cost of replacing or reapplying pest control chemicals and baits in or around the insured address;
- cleaning costs;
- any costs related to stress or anxiety;
- any costs not covered by your policy.

## What we do not cover - general exclusions (cont'd)

You are not covered under any section of your policy for damage, loss, cost or legal liability that is caused by, arises from or involves:

#### Defect, structural fault or design fault

a defect, structural fault or design fault that you knew about (or should reasonably have known about) and did not fix before the loss or damage occurred (e.g. if there are signs that a defect previously caused damage, we will not pay a later claim for further damage from this defect).

#### Deliberate actions by you

an act or omission by you, your family, anyone living at the insured address or any owner or part owner of your contents, or anyone acting with your consent which:

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

#### Deliberate damage to a reservoir or dam

deliberate or malicious damage to, or destruction of, a reservoir or dam, or any looting or rioting following such an incident.

#### Failing to take care of the building, unit or contents

your failure to:

- take reasonable care of the building or unit and contents;
- keep the building or unit and contents well maintained and in good condition. For the meaning of
  'well maintained and in good condition' see the 'What do we mean by that?' section on pages 41
  to 43;
- fix faults and defects as soon as you become aware of them.

#### 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

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'.

#### 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.

### Not complying with building regulations

the building or unit not complying with building laws or regulations **except** those laws or regulations introduced after the building or unit was originally built or last altered and which you were not required to comply with.

#### 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 on 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 stolen, 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.

#### Power surge

power surge, **unless** the surge or the loss or damage caused by the surge is covered under the insured event 'Fire'.

### Radioactivity/nuclear materials

- radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste; or
- action of nuclear fission including detonation of any nuclear device or nuclear weapon; or
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any radioactive or nuclear materials; or
- any looting or rioting following these incidents.

## Replacement of water

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

#### Revolution, war

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

## What we do not cover - general exclusions (cont'd)

You are not covered under any section of your policy for damage, loss, cost or legal liability that is caused by, arises from or involves:

### 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 your home;
- down the sides or underneath swimming pools or spas causing them to move, change shape, lift or leak through their hydrostatic valves;
- against or through retaining walls and forcing them to move or crack;
- from agricultural 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.

## Tenants, paying guests or boarders

tenants, paying guests or boarders, or someone who lives with them or a person who entered the home or unit with their consent.

### Tree lopping

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

## Wear, tear and gradual deterioration

wear, tear, rust, fading, rising damp, mould, mildew, corrosion, rot, action of light, atmospheric or climatic conditions or gradual deterioration.

### Overdue instalments

If you pay your premium by instalments and your instalment is overdue, we can do one or both of the following:

- refuse to pay a claim if an instalment is 14 days (or more) overdue;
- cancel your policy without notifying you in advance if an instalment is 1 month (or more) overdue.

## **Claims**

## Making a claim

Contact us as soon as possible if you suffer loss or damage, or there is an incident that could result in a claim.

## What you must do

- Step 1 Make sure everyone is safe. For emergencies, please call 000.
- Step 2 Try to prevent further loss or damage.

If possible take reasonable steps to prevent further loss, damage or liability (e.g. if there is a broken window, arrange for it to be covered to prevent the risk of theft).

Step 3 Immediately report any theft to the police.

Give them a list of all stolen 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.

If you delay reporting your claim, we may not pay for any additional loss or damage caused by your delay.

Describe details of what has been affected by the event (e.g. a list of stolen items).

**Note:** If the damage to your contents was caused by another person, please provide us their name and address or, if applicable, their registration details.

### 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 input tax credit to which you are entitled for any acquisition which is relevant to your claim, or to which you would have been entitled were you to have made a relevant acquisition.

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

If you make a legal liability claim that is covered by this 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 all the help we need, including help after your claim has been settled.

For more details on 'Legal Liability' cover see pages 20 to 23.

#### To process the claim, you must

- allow us to inspect the 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 for repair or replacement if we ask for this. If you choose to use our recommended repairers (when available), there is no need to obtain your own quotes;
- when requested, provide us with all proofs of ownership and value, information, co-operation and
  assistance in relation to a claim (including attending an interview or giving evidence in court) as we
  may reasonably require;
- allow us, or a person nominated by us, to recover, salvage or take possession of your contents.
   When we ask, you must send any items to us, or co-operate in our collection or retrieval of such items;
- consult an expert if we ask for this.

## What you must not do

- do not dispose of any damaged parts or items of your contents without our consent;
- 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;
- 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;
- 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 your 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.

#### If we decline a claim

We will provide reasons for our decision to decline and if you decide to lodge a claim, 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 stolen or damaged and give us proof of value and ownership for items claimed if we request it.

## When your contents are damaged

Allowing us, a repairer or an expert appointed by us, to look at what is damaged is all that is usually needed to prove your loss. Sometimes though we might ask you to produce recent photographs of the building and/or your contents or other evidence that supports the extent of the loss you have suffered. For valuable and badly damaged items, we may ask you to provide proof of ownership and value.

If we decide that you are unable to reasonably substantiate your claim, we might reduce or refuse your claim

## **Definitions of proofs**

These terms are used in the following pages and are defined below.

Proof of purchase	Includes documents such as sales receipts or debit details on a credit card or bank statement. The proof of purchase should include the item description or code, a purchase price, date purchased and where the item was purchased.
Sales receipt	Includes the item description or code, a purchase price, date purchased and where the item was purchased.
Full description	The specifications particular to an item (e.g. brand and model for an electrical appliance or the title and artist of a CD).
Valuation	A document completed by an Australian qualified professional valuer before the loss occurred. This includes an item description, specifications and the cost to replace the item, in Australian dollars.
Close-up photograph	A photograph taken from one metre away from the item(s) that clearly shows the item(s).

Original operating manual	The original printed operation manuals that came with an item.
Manufacturer's box	The original box showing brand and model of the item.
Certificate of authenticity	The original documentation from the manufacturer.

## How to prove ownership and value

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

We have minimum proof requirements for some items set out below on pages 32 to 33. Sometimes we might ask for more evidence to substantiate your claim to our reasonable satisfaction. A statutory declaration is not of itself considered acceptable evidence of proof of ownership and value.

Minimum proofs for assessment

#### **Jewellery**

Amount claimed

for each item or set

Up to <b>\$500</b>	Details of when and where purchased and the price paid.
Over <b>\$500</b> to	One of the following:
\$1,000	<ul> <li>proof of purchase that identifies the item;</li> </ul>
	a close-up photograph clearly showing the item;
	• a full description and value from a jeweller obtained before the loss occurred.
Watches	
Amount claimed for each watch	Minimum proofs for assessment
Up to <b>\$1,000</b>	If purchased over 12 months ago
	Details of when and where purchased and the price paid.
	If purchased new in the last 12 months
	One of the following:
	<ul> <li>proof of purchase that identifies the item;</li> </ul>
	<ul> <li>a certificate of authenticity;</li> </ul>
	<ul> <li>an original operating manual;</li> </ul>
	<ul> <li>the manufacturer's box;</li> </ul>
	• a close-up photograph.

## Paintings, pictures, works of art, sculptures and art

Amount claimed for each item or set	Minimum proofs for assessment
Up to <b>\$1,000</b>	If purchased over 12 months ago
	Details of when and where purchased and the price paid.
	If purchased new in the past 12 months
	Proof of purchase that identifies the item.

If we decide that you are unable to reasonably substantiate your claim, even if you have provided the minimum proof set out in the tables on pages 32 to 33, we might reduce or refuse your claim.

#### Your excess

#### What is an excess?

An excess is the amount you have to pay for each incident when you make a claim. 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 and are described in this PDS.

## The types of excesses are:

Standard excess	This excess applies to all claims.
Additional excess	In some circumstances, an additional excess may apply based on our assessment of the risk. This excess is payable in addition to any other excess <b>unless</b> stated otherwise in this PDS or your certificate of insurance.
Unoccupied excess	This excess applies in addition to any other excess, <b>unless</b> stated otherwise in the PDS, if at the time of the incident covered by your policy, the building or unit has been unoccupied for more than <b>60</b> continuous days.

## When we may waive your excess

When you make a claim for damage to your contents and the incident covered by your policy was caused by another person (but not the people within the definition of 'you') and we agree, we may waive the excess that would normally apply if you can give us the name and address of the person responsible for the damage or, if applicable, their registration details.

### How to pay your excess

When you make a claim we will choose whether to deduct the applicable excesses from the amount we pay you or direct you to pay the excesses to us or to the appointed repairer or supplier. We may require you to pay the excesses in full before we pay your claim or provide any benefits under your policy. The fact we have asked for payment of your excess does not of itself mean that your claim has or will be accepted by us either in whole or in part.

Refer to the PED Guide for further information

### How we settle contents claims

If we agree to pay a claim for theft or damage to your contents, we will decide if we will:

- repair damage to your contents;
- replace your contents 'new for old';
- pay you what it would cost us to repair or replace your contents or any lower limit that applies;
- pay you the sum insured for your contents or any lower limit that applies;
- give you a voucher, store credit or stored value card for the amount it would cost us to repair or replace your contents.

If we replace (or pay you what it would cost us to replace), we will do so on a 'new for old' basis.

If we repair (or pay you what it would cost us to repair), we will at our option do so on a 'new for old' basis or to a similar condition to what your contents were in before the loss or damage occurred.

Unless we tell you otherwise, we will deduct any amounts you owe us from any amount we owe you.

#### We will not:

- pay more than the relevant sum insured or policy limit;
- pay extra to replace your contents 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 a fault that existed before the loss or damage occurred;
- 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:

- we replace or repair with new items or new materials that are available at the time of replacement or repair from Australian suppliers;
- we replace or repair new for old 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**.
- we replace or repair to the same type, standard and specification (but not brand) as when new. If
  the same is not available, it means of a similar type, standard and specification (but not brand) 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

#### Obsolete electrical appliances

For obsolete electrical appliances such as out-dated 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 insure electrical or electronic items that are no longer able to be used for the purpose they were intended.

#### 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 or 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.

## When items cannot be replaced 'new for old'

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.

## When we repair or replace your contents

If we choose to repair damage to your contents or replace your contents, we will repair or replace with items or materials that are reasonably available at the time of repair or replacement from Australian suppliers.

We will do our best to replace to the same type, standard and specification (but not brand) as when new. If the same is not available, we will replace with items or materials of a similar type, standard and specification when new. It can be a different brand.

#### When we cannot match materials

If we cannot find a contents item we will use the closest match reasonably available to us.



If you are not satisfied with what we choose before we repair your contents:





If we agree, you can pay the extra cost of replacing undamaged parts of your contents to achieve a uniform appearance.

Or we will pay you what it would have cost us, but only if we agree to this. We usually insist on replacing jewellery if your cover is adequate.

### Items that form part of a set or collection

We will only repair or replace contents that are stolen or damaged by an incident covered by your policy. You cannot claim to replace undamaged parts of your contents (e.g. when 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 will repair or replace undamaged contents

We will only repair or replace contents that are stolen or damaged by an incident covered by your policy. You cannot claim to replace undamaged contents or undamaged parts of contents.

But there are limited circumstances where we will repair undamaged parts of contents to create a uniform appearance, when:

#### internal blinds and curtains

if we can't match the new material or parts with the undamaged ones, if necessary, 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 contents floor coverings

if we can't match the new material or parts with the undamaged ones, if necessary, we will pay extra to replace undamaged floor carpets and other coverings in the same room, stairs, hallway or passageway\* where the damage occurred.

\*See below for 'What we mean by same room, stairs, hallway or passageway'.

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

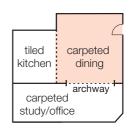
#### Same room

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 hallway next to a room is not the same room, even if it has the same floor or wall covering as the room.

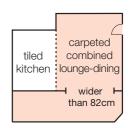
Any archway or similar opening separates a room **unless** it is a combined lounge-dining room (see page 38).



### Combined lounge-dining room

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

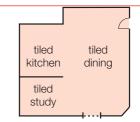
- they are lounge and dining rooms; and
- the shared doorway, archway or similar opening is wider than 82cm; and
- the floor or wall covering is the same in both rooms.



### Open plan areas

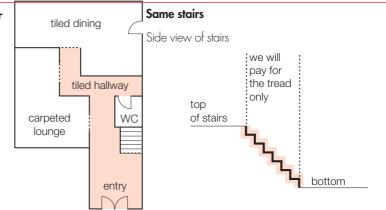
When there is no wall, archway, doorway or similar opening, the room continues until:

- a change in the floor or wall covering;
- 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.



### 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).

### Changes to your contents

### If you want to change your contents

When repairing or replacing your contents, if we agree, you can choose to change the make and model of your contents item or upgrade to a different make and model of it, providing you pay the extra costs of doing this. If you want to downsize your contents item for less cost than you are entitled to claim, we will not pay more than it costs us to repair or replace the downsized contents item.

### Lifetime guarantee on repairs

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

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

#### What we guarantee

We guarantee the material used and standard of the workmanship to be free of defects. If a defect arises in the lifetime of your contents as a result of poor quality workmanship or use of incorrect materials, 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 (e.g. paint peeling off after its expected life cycle);
- where we agree with a repair quote and we give you, or the repairer, payment for the cost of the
  repairs and you arrange the repairs.

### Other claims information

### Potential impact on cover and premiums

If we pay part of, or the full contents sum insured, your 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. You should reassess your contents sum insured.

### Salvaged contents items

If we replace or compensate you for an item, we then own the damaged or recovered item. If we agree you can keep an item we will determine the salvage value and we can deduct this amount from any payment we make to you.

### Our right to recover claims we pay from those responsible

After we pay a claim under your policy, we can decide to take legal action in your name to recover money from the person or entity that caused loss, damage or liability. You must give us all the help we need to do this. If we recover money that belongs to you and was not part of the claim we paid, we will give this to you.

#### Refer to the PED Guide for further information

## Other Important Information

## What happens with cancellations?

### Cancellation by you

You may cancel this policy at any time. If you cancel your policy you will be refunded the unexpired portion of the premium, less the cancellation fee and less any non-refundable government charges if the refund is more than **\$10**. See below for the cancellation fee.

### Cancellation by us

We can cancel your cover where the law allows us to do so. If we cancel your policy you will be refunded the unexpired portion of the premium, less the cancellation fee and less any non-refundable government charges if the refund is more than \$10. If we cancel your policy due to fraud, we will not refund any money to you.

### Cancellation fee

#### **Details** Fee We incur costs in establishing and administering The amount of the cancellation fee is \$30 (plus your policy. If you cancel your policy we will (if applicable) FSL plus GST plus stamp duty) for charge a cancellation fee on each insured all building and contents cover for one insured address address A cancellation fee will not apply in some This fee is deducted from any refund we send circumstances, including: you. If the refund is less than the fee, a refund will not be issued and we will not charge you an when you are transferring cover to another additional amount to cover the difference. contents policy with us; if you exercise your cooling off rights (see page 4).

## What do we mean by that?

#### **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. 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, set and memorabilia

have the following meanings:

- 'collection' is 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;
- 'set' is a number of things customarily used together or forming a complete assortment, outfit, or collection such as a set of dishes;
- 'memorabilia' are things saved or collected as souvenirs and/or for their historical interest.

### 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).

#### **Contents**

see page 12.

#### Contents with fixed limits

See the table on page 14.

### Family

see page 11.

### Fixtures and fittings

means items used for domestic and residential purposes and which are permanently attached to your 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.

#### Insured address

see page 11.

#### Insured event

means the insured events on pages 16 to 17. In addition, the insured event is always a single event, accident or occurrence which you did not intend or expect to happen.

### Loss or damage

means physical loss or physical damage.

### 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.

#### **PED Guide**

see page 4.

#### Period of insurance

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

### **Policy**

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

### Retaining wall

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

#### Strata title

means any form of land title which allows for multiple 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 7.

#### Tools of trade

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

#### Unit

means unit, villa, townhouse or apartment in a strata title development. It does not include common property.

#### Unoccupied and occupied

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.

#### 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.

'furnished enough to be lived in' means the building 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.

#### We, our, us and AAMI®

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

### Well maintained and in good condition

means the building or unit and contents do not have any faults or defects that might cause loss or damage to the building and contents, loss or damage to property of others or injury to people. This includes but is not limited to the following:

- the roof does not leak when it rains;
- there are no areas of the roof that are rusted through;
- there is no wood rot, termite or white ant damage to the building or unit;
- there are no holes in floors, walls, ceilings or any other parts of the building or unit (e.g. external wall cladding, internal plaster, floorboards);
- there are no boarded up or broken windows;
- there are no steps, gutters, flooring, walls, ceiling or any other areas of the building or unit that are loose, falling down, missing or rusted through;
- all previous damage has been repaired;
- the building or unit is not infested with vermin;
- there are no squatters or unauthorised persons occupying the building or unit.

#### You/Your

see page 11.

## How we will deal with a complaint

If you are not satisfied with our products or services or a decision made in relation to your insurance, please let us know so that we can help. It is important to follow the complaint handling process in order to resolve your complaint effectively and efficiently.

### Step 1. Let us know

If you would like to make a complaint, please let us know by contacting the relevant department as they may be able to resolve the complaint for you. If not, the staff member will refer you to a Manager or their delegate and they will attempt to resolve the complaint. A response is usually provided to you within 5 business days. You can contact us:

By phone: 13 22 44

By email: aami@aami.com.au

### Step 2. Review by our Internal Dispute Resolution Team

If you are not satisfied with the outcome of the business review you can request the complaint be referred to the Internal Dispute Resolution (IDR) Team for review or you can contact them directly:

By phone: 1300 240 437
By email: idr@aami.com.au

In writing: AAMI Internal Dispute Resolution, PO Box 14180, Melbourne City Mail Centre VIC 8001

If we require additional information we will contact you to discuss. IDR will usually contact you with a decision within **15** business days of receiving your complaint.

## Step 3. 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 Financial Ombudsman Service (FOS). FOS is an independent external dispute scheme and their service is free to you. Any decision FOS makes is binding on us, provided you also accept the decision. You do not have to accept their decision and you have the option of seeking remedies elsewhere.

FOS is available to customers who fall within their terms of reference. FOS will advise if they can help you.

You can contact FOS:

By phone: 1300 780 808

By fax: (03) 9613 6399

By email: info@fos.org.au

In writing: Financial Ombudsman Service, GPO Box 3, Melbourne VIC 3001

By visiting: www.fos.org.au

### **General Insurance Code of Practice**

We support and adhere to the General Insurance Code of Practice. You can get a copy of the code from the Insurance Council of Australia website (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 policy holders 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.

## **Financial Claims Scheme**

This policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which is administered by the Australian Prudential Regulation Authority (APRA).

The FCS only applies in the extremely unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA.

Information about the FCS can be obtained from APRA at apra.gov.au or by calling 1300 55 88 49.

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## We're here for you 24 hours a day 7 days a week

### How to contact us

by phone: 13 22 44

via the internet: aami.com.au

in writing: PO Box 14180,

Melbourne City Mail Centre

Victoria 8001

This insurance is issued by:

AAI Limited ABN 48 005 297 807 AFSL No. 230859 trading as AAMI

