



**QUANTUM**  
PRIVATE CLIENTS

**Home Product Disclosure Statement and Policy Wording**

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# Welcome to Quantum Underwriting Agencies Pty Ltd

Firstly, may we take this opportunity to thank you for choosing Quantum Underwriting Agencies Pty Ltd to protect your home. Our intention is to provide the very best in cover to protect your precious assets along with the highest levels of service. We take the greatest care to ensure that we meet the high standards our clients expect.

At Quantum Underwriting Agencies Pty Ltd, we specialise in insuring high value assets of individuals and their families.

We continually strive to be the best at what we do and enhance the quality of our service and products. Your Quantum Underwriting Agencies policy will provide you with exceptional cover, backed up with our aim to pay claims fairly and quickly whilst making the claims process as straight forward and simple as possible.

You can rest assured that our highly experienced and professional 24/7 private client claims specialists will be there to guide and assist you when you need us the most. It is this combination of professionalism and experience, Quantum Underwriting Agencies Pty Ltd is built upon, which ensures you receive exceptional service and complete peace of mind.

On behalf of Quantum Underwriting Agencies Pty Ltd.



**Quantum Underwriting Agencies  
Product Disclosure Statement**

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# Important information

This Quantum Underwriting Agencies Pty Ltd **Product Disclosure Statement (PDS)** should be read in conjunction with **your policy**.

The **PDS** contains important information about **your** rights and obligations including the cooling off period and **your** duty to take reasonable care not to make a misrepresentation. The terms and conditions of insurance cover are contained within the **policy wording**. The **PDS** and **policy** together with **your schedule** and any **Supplementary Product Disclosure Statement (SPDS)** that **we** occasionally issue **you** with contain important information that **you** should read carefully before deciding to take out this insurance.

**We** will advise **you** where any other document may form part of **our PDS** and **policy wording**. The **PDS** and **policy wording** are important documents so please keep them safe for future reference. If **you** require additional information, please contact **your** insurance adviser.

This Quantum Underwriting Agencies Pty Ltd **PDS** and any **SPDS** that **we** may issue from time to time contains general information that does not take into account **your** own individual circumstances, requirements, financial situation or needs. **You** must decide on whether the type and level of cover provided by this **policy** as well as the limits that apply in certain situations are suitable for **your** own needs.

**You** should read the **PDS** and **policy wording** carefully as well as **your** current **schedule** to understand exactly what is covered, what is not covered, limits, terms, conditions and exclusions which may impact if and how much **we** will pay if **you** make a claim.

Important conditions and exclusions may apply to individual sections as well as ones that apply to the whole of **your policy**.

This **PDS** was prepared on the 29th July 2024.

# General Insurance Code of Practice

The Insurance Council of Australia developed the General Insurance Code of Practice (Code), which is a voluntary self-regulatory code that **we** have agreed to follow. It aims to further raise the standards of practice and service in the general insurance industry and promote consumer confidence. Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia.

Further information about the Code and **your** rights under it can be found by visiting the [www.codeofpractice.com.au](http://www.codeofpractice.com.au) website.

In line with the Code, Quantum Underwriting Agencies Pty Ltd has adopted policies to support Customers Experiencing Vulnerability and Family Violence as well as Financial Hardship which can both be found on **our** website.

In addition, the Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. More information about the CGC can be found by visiting the [www.insurancecode.org.au](http://www.insurancecode.org.au) website.

# About Us

Quantum Underwriting Agencies Pty Ltd (ABN 68 131 910 542) was established in 2004 and is one of Australia's leading specialist underwriting agencies. The team at Quantum Underwriting Agencies Pty Ltd has over 75 years' experience in looking after the specialist insurance needs of individuals and their families who own high value homes, belongings, fine art and motor vehicles. **We** are the only specialist insurance provider in Australia capable of accessing insurance for the homes, personal belongings, fine art and motor vehicles of private clients in one insurance portfolio.

Quantum Underwriting Agencies Pty Ltd is an Authorised Representative (AR No: 328372) of Quantum Insurance Holdings Pty Ltd (ABN 71 163 019 485, AFSL No: 451 134). **We** have worked with the underwriter and the wholesale broker, Quantum Private Clients Pty Ltd to develop this **policy** which is underwritten by certain Underwriters at Lloyd's.

In issuing and administering this **policy**, **we** act as an agent of the insurer, **we** do not act for **you**.

**We** can issue, administer and cancel this **policy** under the binding authority given to **us** by the insurer.

This **policy** will be placed through Quantum Private Clients Pty Ltd (ABN 61 656 641 584). Quantum Private Clients Pty Ltd is also an Authorised Representative (AR No: 1295049) of Quantum Insurance Holdings Pty Ltd and acts as a wholesale broker. **We** may pay a commission to Quantum Private Clients Pty Ltd on policies it places with **us**. Quantum Private Clients Pty Ltd is not authorised by the insurer to issue or administer this **policy**.

**You** can contact **us** at:

Address: Quantum Underwriting Agencies Pty Ltd, Suite 2, Eaton House, 10 Cassowary Bend, Eaton, WA 6232

Telephone: 1300 974 095

Email: [privateclientsinfo@qua.net.au](mailto:privateclientsinfo@qua.net.au)

Website: [www.qua.net.au](http://www.qua.net.au)

## About the insurers

Lloyd's has been insuring Australian risks for over 150 years and is licensed to write non-life insurance business under the Australian Insurance Act 1973. **You** or **your** representatives can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from **us**. In the event of an **insured loss**, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss. Lloyd's Underwriters have strong financial security characteristics. However, please note that ratings can vary from time to time. **You** can check the insurer's current ratings by visiting the following website <https://www.lloyds.com/investor-relations/ratings>

### Who you should contact

**You** should contact **your** insurance adviser in the first instance followed by **us**.

## Your Policy is a Consumer Insurance Contract

### Consumer insurance contract

Under the Financial Sector Reform (Hayne Royal Commission Response) Act 2020, **your policy** is categorised as a Consumer Insurance Contract (CIC) as it is, wholly or predominantly, for personal, domestic or household purposes.

### Your duty to take reasonable care not to make a misrepresentation

Before **you** enter into this insurance contract, **you** have a duty, under the Insurance Contracts Act 1984, **you**, each **family member**, each **insured person** and anyone acting on **your** or their behalf have a responsibility to take reasonable care not to make a misrepresentation to **us** when applying for this **policy** or when it is varied. **You** have this duty until **we** agree to insure **you**. For example, **you** and they must take all reasonable care not to provide any information which is false or inaccurate and not to withhold any information.

### You have the same duty before you renew, extend, vary or reinstate an insurance contract

If **we** offer to renew **your policy**, **we** may, in addition to or instead of asking specific questions, give **you** a copy of something **you** have previously advised **us** of and ask **you** to tell **us** if anything has changed. If **we** do this, **you** must ensure that **you** tell **us** about any changes or tell **us** that there is no change if this is so. If **you** do not do this it will be considered that there are no changes.

### Things you need to tell us about

**Your policy** terms and premium are based on the information **you** provide **us** with. During the **period of insurance**, the following are examples of changes that may and which **you** must advise **us** immediately:

- **You** are going to move **residence** permanently;
- Someone other than **your** family is going to live in **your residence**;
- **Your residence** is going to be used for short periods each week, as a holiday home, or any part of it is to be rented out to others;
- **Your residence** is going to be **unoccupied** or **unfurnished**;
- **Your residence** is due to undergo any construction, addition, alteration or renovation if the cost is more than \$350,000 or 10% of the **amount insured** for the **residence**, whichever is less;
- Changes to security or fire protection arrangements relating to **your residence**;
- **Your residence** is going to be used for any business, trade or profession (other than clerical non-manual business conducted from an office in **your residence** for which **you** have no employees);
- **You** or any member of **your** family has received a conviction for any offence except for driving;

Where one of the above occurs, **we** have the right to amend **your policy** terms, charge an additional premium, or cancel **your policy** in accordance with the guidelines set out in the **Rights to Cancel this Policy** section of this document.

### What you do not need to tell us

**You** do not need to tell **us** anything that:

- diminishes the risk **we** insure **you** for;
- is of common knowledge;
- **we** know or should know as an insurer; or
- For which **we** have waived **your** duty

**You** must tell **us** as soon as practicably possible of any change in the information **you** have provided to **us** before or during any **period of insurance**. If **you** are uncertain about whether information needs to be disclosed please contact **your** insurance adviser.

## If you do not tell us something

If **you**, a **family member** or any **insured person**, or anyone acting on **your** or their behalf:

- provide **us** with information which **you** or they know is, or do not care whether or not it is, false or misleading; and
- know the matter to which the information relates is, or do not care, if it is relevant to **us**, when applying for this **policy** or varying it, **we** can treat **your policy** as if it never existed, decline all claims and not return any premium **you** have paid.

If **you**, a **family member** or any **insured person**, or anyone acting on **your** or their behalf provides **us** with false or misleading information **we** rely on in entering into this **policy** and setting terms and premium or when varying this **policy**, **we** may:

- treat this **policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not have otherwise offered;
- revise the terms of **your policy**. **We** may apply these revised terms as if they were already in place if a claim has been adversely impacted by **you**, a **family member's** or an **insured person's**, or anyone acting on **your** or their behalf's, carelessness;
- reduce the amount **we** pay **you** for a claim to the proportion that the premium **you** have paid bears to the premium **we** would have charged if **we** had been provided with full and accurate information;
- cancel **your policy** in accordance with **our** cancellation rights set out in this **policy wording**.

## Fraudulent claims

If **you**, a **family member** or an **insured person**, or anyone acting on **your** or their behalf:

- knowingly makes a false statement in support of a claim;
- knowingly makes a dishonest, fraudulent or exaggerated claim under **your policy**;
- knowingly provides a false or forged document in support of a claim; and/or
- claims for any loss or damage caused by **your** or their intentional act or caused with **your** agreement, knowledge or collusion, then **we** may give **you** written notice that **your policy** will be treated as cancelled from the date of the act.

**We** will not pay any fraudulent claims, **we** will be entitled to recover from **you** any fraudulent claim already paid under **your policy**, **we** may take legal action against **you** and **we** may advise the Police and other law enforcement agencies about **your** claim.

# What your insurance contract consists of

**Your** individual insurance needs and cover will depend on **your** own circumstances and on the cover **we** agree to provide. Not all sections of **your policy wording** will apply to **you**. The exact cover **you** have will be subject to the terms, conditions and exclusions set out in **your policy wording** and **your schedule** and any changes **we** have agreed.

If Quantum Private Clients agrees to insure **you**, **you** will be issued with a **schedule** which will show precisely what cover **you** have.

When **we** accept **your** application, or **your** Quantum Private Clients is renewed, **we** enter into an insurance contract with **you**.

**Your** entire insurance contract consists of the following documents which are collectively known as **your policy**:

- This **Product Disclosure Statement (PDS)**;
- **Your policy wording**;
- **Your** current and/or revised **schedule**; and
- Any **policy wording** endorsements or **Supplementary Product Disclosure Statements (SPDS)** **we** have issued **you** with.

# Key benefits, limits and exclusions

**Your policy wording** provides benefits under different sections which contain limits and exclusions which may present a risk.

It is important **you** read **your policy wording** and **your schedule** carefully so **you** understand precisely what **you** are covered for. **We** will pay if **you** suffer an **insured loss** under the **policy** during the **period of insurance**, unless an exclusion or condition applies.

Before **we** agree to pay a claim, **you** must also ensure **you** meet the requirements for making a claim which are explained in the **How to make a claim** section of this **PDS** and the **Claims Conditions** section of **your policy wording**.

**Your policy wording** details the precise cover for each of the sections described below.

## Residence Cover

### Key benefits provided under this section include:

- Complimentary risk management appraisals to establish an accurate **amount insured** and provide risk mitigation advice;
- Cash settlement available at **your** option for an **insured loss**;
- Cover against all physical loss or damage to **your residence** unless a specific exclusion applies;
- **Enhanced rebuild costs** so the amount **we** pay **you** for a claim for **your residence** is either the full cost to repair or reinstate **your** buildings or up to 150% of the **amount insured** for **your** buildings, whichever is less;
- If you have an **insured loss** over \$50,000 **you** will not have to pay an **excess** unless stated otherwise in **your schedule**;
- **Gardens** and landscaping automatically covered up to 25% of the **amount insured** for **your residence**;
- Damage caused by flood is automatically covered.

### Examples of specific exclusions or limits under this section include but are not limited to:

- Loss or damage during construction, addition, alteration or renovation if the value of the work exceeds \$350,000 or 10% of the **amount insured** for **your residence**, whichever is less;
- Landslide, mud flows and the sinking, rising or shifting of land unless due to earthquake;
- Earth movement including settling, cracking, shrinking, bulging or expansion;
- Loss or damage, other than by fire, lightning or explosion, if **your residence** is **unfurnished** and **you** have not advised **us**;
- Loss or damage caused by the escape of water while **your residence** has been **unoccupied** for more than 90 days;
- Faulty, inadequate or defective planning;
- Gradually operating causes of loss including warping, light, frost, damp, corrosion, rot and mould.

## Contents Cover

### Key benefits provided under this section include:

- Complimentary Risk Management appraisals to establish an accurate **amount insured** and provide risk mitigation advice;
- Cash settlement available at **your** option for an **insured loss**;
- Cover against all physical loss or damage to **your contents** anywhere in the world unless a specific exclusion applies;
- The full cost to replace **your contents**, without deduction for depreciation, up to 150% of the **amount insured**;
- If **you** have an **insured loss** over \$50,000 **you** will not have to pay an **excess** unless stated otherwise in **your schedule**;
- **Business property** automatically covered up to \$100,000;
- High limits under **Contents Cover** including up to \$50,000 (\$25,000 per item) for jewellery;
- Newly acquired **contents** automatically covered for 90 days up to 25% of **your contents amount insured** at **your residence**.

### Examples of specific exclusions or limits under this section include but are not limited to:

- Loss or damage during construction, addition, alteration or renovation if the value of the work exceeds \$350,000 or 10% of the **amount insured** for **your contents**, whichever is less;
- Loss or damage, other than by fire, lightning or explosion, if **your residence** is **unfurnished** and **you** have not advised **us**;
- Escape of water while **your residence** has been **unoccupied** for more than 90 days;
- Faulty, inadequate or defective materials or workmanship;
- Gradually operating causes of loss including warping, light, frost, damp, corrosion, rot and mould.

## Valuable Items cover

### Key benefits provided under this section include:

- Complimentary risk management appraisals to establish an accurate **amount insured** and provide risk mitigation advice;
- Cash settlement available at **your** option for an **insured loss**;
- Cover against all physical loss or damage to **your valuable items** anywhere in the world unless a specific exclusion applies;
- The full cost to replace a specified item of **fine art** up to 150% of the **amount insured** for that item or the **amount insured** plus an additional \$250,000 whichever is less, subject to a professional valuation within the 3 years prior to the loss.
- The full cost to replace any other specified items up to 150% of the **amount insured** for that item or the **amount insured** subject to a professional valuation within the 3 years prior to the loss.
- Loss in market value for a partial loss up to the specified item's value on **your schedule** or more if it has been valued within the 2 years prior to the loss.
- Newly acquired fine art automatically covered for 90 days up to 30% of **your** total specified cover for **fine art** or \$250,000 whichever is the lesser amount.
- Newly acquired jewellery automatically covered for 90 days up to 30% of **your** total specified cover for **jewellery** or \$100,000 whichever is the lesser amount.
- Costs for defective title to **fine art** including its purchase price and up to \$150,000 for defective title legal costs **you** incur.
- Automatic cover for **fine art** loaned to **you** or that **you** loan out for up to 14 days and up to 25% of **your** total specified **amount insured** for **fine art**; or \$500,000 whichever is less.



- Automatic cover for **jewellery** loaned to **you** or that **you** loan out for up to 14 days and up to 25% of **your** total specified **amount insured** for **jewellery**; or \$100,000, whichever is less.

**Examples of specific exclusions or limits under this section include but are not limited to:**

- Loss or damage during construction, addition, alteration or renovation if the value of the work exceeds \$350,000
- Loss or damage, other than by fire, lightning or explosion, if **your residence** is **unfurnished** and **you** have not advised **us**;
- Escape of water while **your residence** has been **unoccupied** for more than 90 days;
- Faulty, inadequate or defective planning;
- Gradually operating causes of loss including warping, light, frost, damp, corrosion, rot and mould;
- Loss or damage caused by restoration, professional cleaning or whilst being worked upon;
- Certain causes of loss to **wine or spirits** including, but not limited to, contamination and mysterious disappearance.

## Family Safeguard Cover

**Key benefits provided under this section include:**

- Costs incurred as a result of an **air rage, aggravated assault, aggravated burglary, carjacking, child abduction, hostage situation, kidnap costs, road rage, terrorism or active assailant incident**.
- Cover for **accidental death and dismemberment loss** following an incident.

**Examples of specific exclusions or limits under this section include but are not limited to:**

- Only certain costs are covered.
- Cover if **you** or a **family member** travel to a place listed by the Australian Government Department of Foreign Affairs and Trade, a place **you** are advised not to travel or to reconsider **your** need to travel.

## Personal Liability Cover

**Key benefits provided under this section include:**

- **Personal liability** up to \$20,000,000.
- Losses resulting from **credit cards, forgery and counterfeiting** up to \$100,000;
- Cover for **identity theft** costs up to \$150,000;

**Examples of specific exclusions or limits under this section include but are not limited to:**

- Business activities unless they are considered as incidental.
- Losses that would be covered by workers compensation.

# Policy Conditions and Costs

### Terms, Conditions and Exclusions

**Your policy** contains conditions, limitations and exclusions which will apply in certain circumstances.

Please read **your schedule**, the **policy wording**, this **Product Disclosure Statement**, and **Supplementary Product Disclosure Statements** and updated **schedules** detailing endorsements which **we** may issue **you** with on occasions. Please read these carefully for full details of cover, terms, conditions, **your** obligations and duties, **excesses** and how to make a claim.

Various important exclusions apply to specific sections of **your policy wording**. Please carefully read all **policy wording** exclusions which apply to **you** so that **you** are fully aware of them all.

### Excesses

**You** may be required to pay an **excess** if **you** need to make a claim under certain sections of **your policy**.

For example, if **you** claim for \$26,000 under the **Residence Cover** and **you** have a \$2,500 excess then **we** will pay **you** \$23,500.

**You** can find details of the **excess** that applies to an **insured loss** in **your policy wording** and in **your schedule**.

## The cost of Your Policy

The total cost of **your policy** is shown on **your schedule**. It consists of **your** premium which is the amount **we** have calculated for the risk including GST and any other applicable government charges shown separately on **your schedule**.

The premium that is payable by **you** is determined by various factors **we** take into consideration based on **your** own individual circumstances and the information that **you** have provided **us** with. These may include, but are not limited to, **your** suburb, **your amount insured**, the year **your residence** was built, type of construction, security and fire protections as well as any prior claims.

The premium may also increase or decrease when **you** make changes to **your policy** or when due for renewal.

**We** may also pay a commission to **your** insurance advisor for arranging this **policy** on **your** behalf.

**We** may choose to cancel this **policy** at any time if **you** fail to pay the total premium when it is due.

## Eligibility for this Policy

Eligibility for a Quantum Private Clients **policy** is at **our** sole discretion. **Your** eligibility may change on occasions and **we** will decide if **you** will be offered a policy. When **we** accept **your** application for a **policy** or at renewal of **your** existing **policy** **our** offer including **your schedule**, **Product Disclosure Statement** and **policy wording** will confirm if **our policy** is applicable to **you**.

# Your Privacy

**We** take the protection of **your** privacy and personal information very seriously. Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information.

**We** are bound by the Privacy Act 1988 (Cth) when collecting and handling **your** personal information. Please refer to [www.qua.net.au](http://www.qua.net.au) for **our** full privacy **policy** and how **we** protect **your** personal information.

**We** only collect personal information about **you** for the purpose of assessing **your** application for insurance and administering **your policy**, including any claims **you** make or claims that are made against **you**.

**We** will only use and disclose **your** personal information for a purpose that **you** would reasonably expect **us** to do so.

**We** may disclose personal information to **our** reinsurers, insurance intermediaries, insurance reference bureaux, credit reference agencies, **our** advisers and those involved in the claims handling process (including assessors, investigators and other insurers) for the purpose of assisting **us** and them in providing relevant services and products, or for the purposes of recovery and litigation. **We** may disclose personal information to people listed in **your schedule** and to **family members** or agents authorised by **you**.

By providing **your** personal information to **us**, **you** consent to **us** making these disclosures.

Without this information **we** may not be able to issue insurance cover to **you**, continue to insure **you** or process **your** claim.

**We** will always request **your** consent if it is necessary to disclose **your** personal information for any other purpose.

When providing personal information about another person, **you** must be authorised to do so and inform them:

- who **we** are;
- how **we** use and disclose their information;
- that they can gain access to that information.

## Privacy Complaints

If **you** have a complaint regarding **your** privacy or **you** would like to know more about how **we** manage **your** personal Information, please review **our** privacy policy for more details or contact:

The Privacy Officer  
Quantum Underwriting Agencies Pty Ltd  
Suite 2, Eaton House  
10 Cassowary Bend  
Eaton  
WA 6232

Phone: 1300 974 095

Email: [privateclientsprivacy@qua.net.au](mailto:privateclientsprivacy@qua.net.au)

## How to Make a Claim

Your insurance broker can claim on your behalf or if you prefer please contact us and we will guide you through the process.

For afterhours emergencies where you are unable to contact your insurance broker you can call us at any time on any day:

From within Australia: 1300 432 969

From outside Australia +61 1300 432 969

Email: [privateclientsclaims@insurx.com.au](mailto:privateclientsclaims@insurx.com.au)

We can only accept responsibility for repairs or payment to third parties if you have told us and we have accepted your claim. Full details of what you must do for us to consider your claim are detailed in the **Claims Conditions** section of your policy wording.

If a crime has been committed, please ensure you call the Police; obtain a crime reference number and that you provide it to us.

## Cooling Off Period

You have 21 days to consider the information contained in your policy. This is known as your cooling off period. If you choose, and provided you have not made a claim under your policy, you have the right to cancel your policy. We will refund any premium you have paid in full, less any charges or taxes which we are unable to recover.

To exercise this right you must notify us in writing or electronically within 21 days from the start date of your policy period of insurance. You still have cancellation rights after the cooling off period has ended as detailed in the section below.

The cooling off rights do not apply to you if you have made or you are entitled to make a claim during the cooling off period.

## Rights to Cancel this Policy

You may cancel your policy any time by providing us with written notice in writing or electronically of the future date you wish to cancel your policy with effect from. In certain circumstances we may cancel your policy, including if you do not pay your policy premium, non-disclosure of information, and fraud. If we choose to cancel your policy it will be in accordance with the Insurance Contracts Act 1984 (Cth). We will provide you with specific details as to why your policy is being cancelled if we cancel it.

We shall retain a pro-rata proportion of your premium for the time your policy has been in force if we or you cancel your policy.

We will refund your premium as soon as possible based on the effective date of cancellation. Any premium returned to you will be calculated on a pro-rata basis relating to the time your policy was in force and will depend on whether you have made a claim.

We will not refund any premium if we have paid a claim for a:

- lost or totally destroyed valuable item;
- loss for the maximum amount insured under the relevant section of your policy.

# Complaints and Dispute Resolution

If **you** have any concerns or wish to make a complaint in relation to this **policy**, **our** services or **your** insurance claim, please let **us** know and **we** will attempt to resolve **your** concerns in accordance with **our** Internal Dispute Resolution procedure. Please contact **your** insurance broker in the first instance at:

The Complaints Officer  
Quantum Underwriting Agencies Pty Ltd  
Suite 2, Eaton House  
10 Cassowary Bend  
Eaton  
WA 6232

Email: [privateclientscomplaints@qua.net.au](mailto:privateclientscomplaints@qua.net.au)  
Telephone: 1300 974 095

**We** will acknowledge receipt of **your** complaint and do **our** utmost to resolve it to **your** satisfaction within 10 business days.

If **we** cannot resolve **your** complaint to **your** satisfaction, **we** will escalate **your** matter to Lloyd's Australia who will determine whether it will be reviewed by their office of the Lloyd's UK Complaints team. Lloyd's can be contacted at:

Lloyd's Australia Limited  
Suite 1603  
Level 16  
1 Macquarie Place  
Sydney  
NSW 2000

Telephone: +61 (0)2 8298 0783  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

A final decision will be provided to **you** within 30 calendar days of the date on which **you** first made the complaint unless certain exceptions apply.

**You** may refer **your** complaint to the Australian Financial Complaints Authority (AFCA), if **your** complaint is not resolved to **your** satisfaction within 30 calendar days of the date on which **you** first made the complaint or at any time. AFCA can be contacted as follows:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne  
VIC 3001

Phone: 1800 931 678 (free call)  
Fax: +61 3 9613 6399  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Website: [www.afca.org.au](http://www.afca.org.au)

**Your** complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If **your** complaint is not eligible for consideration by AFCA, **you** may be referred to the Financial Ombudsman Service (UK) or **you** can seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **you**.

In accepting this Insurance **we** agree that:

- if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and **we** will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- any summons notice or process to be served upon **us** may be served upon:

Lloyd's Underwriters' General Representative in Australia  
Suite 1603  
Level 16  
1 Macquarie Place  
Sydney  
NSW 2000

who has authority to accept service on **our** behalf.

If a suit is instituted against **us**, **we** will abide by the final decision of such Court or any competent Appellate Court.

If **your** complaint falls outside the AFCA rules, **you** may obtain **your** own independent legal advice or access any other external dispute resolution services that may be available to **you**.

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to:

Private Clients Claims Department - Quantum Underwriting Agencies

Telephone within Australia: 1300 432 969  
Telephone outside Australia: +61 1300 432 969  
Email: [privateclientsclaims@qua.net.au](mailto:privateclientsclaims@qua.net.au)



## **Quantum Underwriting Agencies Policy Wording**

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# Introduction and Policy Definitions

This is **your** Quantum Underwriting Agencies **policy**. It explains **your** cover and other conditions of **your policy** in detail.

This **policy** is a contract between **you** and **us**. Please read it carefully and ensure that **you** keep it in a safe place.

Whenever the key words and phrases shown in bold print they will always have the same special meanings throughout this **policy** and are defined below. Any extra definitions are shown in the section to which they apply:

<b>Amount insured</b>	The relevant amounts <b>you</b> are insured for in <b>your schedule</b> or in this PDS and <b>policy wording</b> .
<b>Business</b>	Any employment, trade, occupation, profession or farm operation including the raising or care of animals, or any activity intended to realise a benefit or financial gain, which is engaged in on a full-time, part-time or occasional basis.
<b>Contaminant</b>	An impurity resulting from the mixture of or contact of a substance with a foreign substance.
<b>Family member</b>	Any relative or person under the age of 21 that is in <b>your</b> care and is a permanent member of <b>your</b> household residing with <b>you</b> or that is temporarily away at school. <b>We</b> do not include lodgers or tenants within this definition.
<b>Guest</b>	<ul style="list-style-type: none"><li>• a regular domestic employee at a <b>residence</b> in <b>your schedule</b>; or</li><li>• a person invited by <b>you</b> or a <b>family member</b> to a <b>residence</b> in <b>your schedule</b> or temporary <b>residence</b>.</li></ul> It does not include people living with <b>you</b> or a <b>family member</b> , not related to <b>you</b> or a <b>family member</b> .
<b>Incident</b>	<ul style="list-style-type: none"><li>• a loss or <b>accident</b> or damage or series of losses, <b>accidents</b> or <b>damages</b> arising out of any one event to which this insurance applies occurring within the <b>period of insurance</b>, regardless of the number of claims. Continuous or repeated exposure to substantially the same general conditions unless excluded is considered to be one <b>incident</b>; or</li><li>• with regard to <b>Family Safeguard Cover</b> that first occurs within the <b>period of insurance</b>. Continuous or repeated exposure to substantially the same general conditions unless excluded is considered to be one <b>incident</b>. An <b>incident</b> or series of related <b>incidents</b> is considered to be one <b>incident</b>, even if an <b>incident</b> or series of related <b>incidents</b> continues into a subsequent <b>period of insurance</b>.</li></ul>
<b>Insured relative</b>	The following relatives of <b>you</b> and the spouse or partner that lives with <b>you</b> : <ul style="list-style-type: none"><li>• children, their children or other descendants of theirs;</li><li>• parents, grandparents or ancestors of theirs, including adoptive parents, step-parents and step-grandparents; or</li><li>• siblings, their children or descendants of theirs;</li></ul> who do not live with <b>you</b> , including spouses or domestic partners of all the above.
<b>Period of insurance</b>	The period during which <b>your policy</b> is in effect, as shown in <b>your schedule</b> . The dates of <b>your period of insurance</b> begin at 4.00 p.m. standard time at the mailing address shown in <b>your schedule</b> . Only <b>incidents</b> that take place during the <b>period of insurance</b> are covered under <b>your policy</b> .
<b>Policy</b>	This entire Quantum Underwriting Agencies <b>policy</b> , including <b>your schedule</b> , the <b>Product Disclosure Statement</b> and any <b>Supplementary Product Disclosure Statements</b> that may be issued by <b>us</b> on occasions.
<b>Policy wording</b>	This <b>policy wording</b> forming part of <b>your policy</b> , including the definitions, cover sections, exclusions, general conditions and claim conditions.
<b>Pollutant</b>	Any solid, liquid, gaseous or thermal irritant, including but not limited to oil, smoke, vapour, soot, fumes, acids, alkalis, chemicals, biological agents and waste.
<b>Residence</b>	The main dwelling and attached buildings including underground services supplying the main dwelling and attached buildings, at each location named in <b>your schedule</b> .
<b>Schedule</b>	The most recent <b>schedule</b> that <b>we</b> have issued to <b>you</b> .
<b>Terrorism</b>	An act or acts, including the use of force or violence, of a person or group of persons, acting alone or on behalf of or in connection with any organisation, committed for political, religious or ideological purpose including intention to influence a government and/or put the public in fear for such purposes.
<b>Unfurnished</b>	<b>Your residence</b> is not furnished with kitchen appliances, fixtures and fittings, curtains, carpets, beds, furniture or other contents essential for normal living purposes.
<b>Unoccupied</b>	<b>Your residence</b> is not lived in by <b>you</b> or any person authorised by <b>you</b> for more than 90 consecutive days. <b>You</b> or any person authorised by <b>you</b> must have stayed there for at least 2 consecutive nights.
<b>Unregistered motorised land vehicle</b>	Any motorised land vehicle not designed for or required to be registered for use on public roads.
<b>Utility costs</b>	<b>Energy utility income</b> and <b>alternative water costs</b> .
<b>We, our, us</b>	Quantum Underwriting Agencies Pty Ltd ABN 68 131 910 542, Authorised Representative (AR 328372) of Quantum Insurance Holdings Pty Ltd ABN 71 163 019 485, AFSL 451134 for and on behalf of certain Underwriters at Lloyd's.
<b>You, Your</b>	The person named in <b>your schedule</b> and a spouse or partner who permanently resides with them.

# Policy Conditions

This part of **your policy wording** explains the conditions that apply to **your policy**. These conditions apply to **your policy** in general and to each cover in it. In the event of conflict with any other conditions of **your policy**, these conditions supersede.

<b>Application of cover</b>	<p>Cover applies separately to <b>you</b>, a <b>family member</b> or an <b>insured person</b>.</p> <p>However, this does not increase the <b>amount insured</b> for any one <b>incident</b>.</p>
<b>Assignment</b>	<p><b>You</b> cannot transfer <b>your</b> interest in <b>your policy</b> to anyone unless <b>we</b> agree in writing to the transfer.</p>
<b>Bankruptcy or insolvency</b>	<p><b>We</b> will meet <b>our</b> obligations under <b>your policy</b> irrespective of whether <b>you</b>, <b>your</b> estate, or anyone else or his or her estate becomes bankrupt or insolvent during the <b>period of insurance</b>.</p>
<b>Change of risk</b>	<p><b>Your policy</b> terms and premium are based on the information <b>you</b> provide <b>us</b> with. During the <b>period of insurance</b>, if any of the following is about to occur, <b>you</b> must advise <b>us</b> before they happen:</p> <ul style="list-style-type: none"><li>• change of occupancy to a <b>residence</b> listed in <b>your schedule</b> (e.g. letting a property to tenants)</li><li>• change of use to any property listed on <b>your schedule</b> (e.g. business use or for paying guests)</li><li>• plans for <b>valuable items</b> to be displayed or exhibited at a gallery, museum, art fair or exposition unless they fall within the cover provided under <b>your policy</b> for <b>loaned art</b> or <b>loaned jewellery</b>.</li></ul> <p>During the <b>period of insurance</b>, if any of the following occur, <b>you</b> must notify <b>us</b> immediately:</p> <ul style="list-style-type: none"><li>• deterioration to the condition of property in <b>your schedule</b>;</li><li>• change in security arrangements in relation to property listed in <b>your schedule</b>.</li><li>• change to <b>you</b> or <b>your family members'</b> occupations or professions;</li><li>• if <b>you</b> are or a <b>family member</b> is charged with, or convicted of any criminal offence;</li><li>• if <b>you</b> or any <b>family member</b> is made bankrupt or enters into an individual voluntary arrangement.</li></ul> <p>Where one of the above occurs, or is about to occur, <b>we</b> have the right to amend <b>your policy</b> terms, charge an additional premium, or cancel <b>your policy</b> in accordance with <b>our cancellation rights</b>.</p> <p>If <b>you</b> are unsure about whether <b>you</b> need to tell <b>us</b> something, please speak to <b>your</b> broker or <b>us</b>.</p>
<b>Construction, addition, alteration or renovation</b>	<p><b>You</b> must inform <b>us</b> of any construction, addition, alteration or renovation to <b>your residence</b> or <b>other permanent structures</b> at the beginning of and at the completion of the construction where the cost of the construction, addition, alteration or renovation is more than \$350,000 or 10% of the <b>amount insured</b> for the <b>residence</b>, whichever is less.</p> <p><b>You</b> must notify <b>us</b> as soon as practicable for all other construction, addition, alteration or renovation to reduce the risk of being underinsured. On receiving that notification <b>we</b> may adjust the cover for <b>your residence</b> or <b>other permanent structure</b> based on the construction cost information <b>you</b> provide.</p> <p>If <b>you</b> do not notify <b>us</b> of the construction, addition, alteration or renovation, or <b>you</b> provide <b>us</b> with insufficient or incorrect information, <b>we</b> may:</p> <ul style="list-style-type: none"><li>• amend the terms of <b>your policy</b></li><li>• require <b>you</b> to pay more for <b>your</b> cover;</li><li>• be entitled to reduce <b>our</b> liability under <b>your policy</b>; or</li><li>• cancel <b>your policy</b> in accordance with the cancellation condition.</li></ul> <p>If <b>we</b> do any of the above <b>we</b> will write to <b>you</b> explaining why this is happening</p>
<b>Compliance with laws and regulations</b>	<p><b>You</b> must take reasonable measures to comply with all government and statutory regulations.</p>
<b>Duplicate Cover</b>	<p>If an <b>insured loss</b> occurs and <b>you</b> have cover under more than one part of <b>your policy wording</b>, <b>we</b> will pay <b>you</b> under the part giving <b>you</b> the most cover, but not under more than one part. However:</p> <ul style="list-style-type: none"><li>• if both <b>Valuable Items Cover</b> and <b>Contents Cover</b> are shown in <b>your schedule</b>, and a loss is covered under both parts, <b>your</b> amount of cover will be the total of both <b>contents</b> and <b>valuable items</b> limits subject to the <b>contents special limits</b> and any applicable unspecified limit per item and <b>your policy</b> terms and conditions.</li><li>• if <b>Family Safeguard Cover</b> and <b>Contents Cover</b> are shown in <b>your schedule</b>, and a loss is covered under both, <b>your</b> amount of cover will be the total of the applicable cover, subject to <b>your policy</b> terms and conditions.</li><li>• if <b>Family Safeguard Cover</b> and <b>Personal Liability Cover</b> are shown in <b>your schedule</b>, and a loss is covered under both, <b>your</b> amount of cover will be the total of the applicable cover under <b>Family Safeguard Cover</b> and <b>Personal Liability Cover</b>, subject to <b>your policy</b> terms and conditions.</li><li>• Under no circumstances will <b>we</b> make duplicate payments.</li></ul>
<b>Independent appraisals</b>	<p>If <b>you</b> or <b>we</b> fail are unable to agree on the amount of a loss, either party may agree on the selection of an independent appraiser to assist in reaching a mutual agreement. <b>You</b> and <b>we</b> will share any costs incurred equally and <b>we</b> will do everything <b>we</b> can to reach an agreement within a reasonable time.</p> <p><b>We</b> do not waive <b>our</b> rights under <b>your policy</b> by agreeing to an <b>Independent appraisal</b>.</p>



<b>Law and jurisdiction</b>	Should a dispute arise concerning <b>your policy</b> , the dispute will be determined in accordance with the law of the Commonwealth of Australia as it applies in the relevant State or Territory. Where a dispute arises, the parties agree to submit to the exclusive jurisdiction of any competent court in an Australian State or Territory Australia and to comply with all requirements necessary to give the court jurisdiction.
<b>Loss payee</b>	<p>If a third party is named in this <b>policy</b> as a <b>loss payee</b>, any loss payable will be paid to the <b>loss payee</b> and <b>you</b>, as interests appear. If more than one <b>loss payee</b> is named, the order of payment will be the same as the order of the <b>loss payees</b> as shown in <b>your policy schedule</b>. <b>We</b> cover the interests of the loss payee, unless the loss results from fraudulent acts or omissions on <b>your</b> part.</p> <p>If <b>we</b> deny <b>your</b> claim, the denial will not apply to a valid claim of a <b>loss payee</b>, provided the loss payee:</p> <ul style="list-style-type: none"> <li>• notifies <b>us</b> of any change in ownership or substantial change in risk which they are aware of;</li> <li>• pays any premium due under <b>your policy</b> if <b>you</b> have neglected to pay the premium; and</li> <li>• provides a signed, sworn loss statement within 60 days of receiving notice from <b>us</b> of <b>your</b> failure to do so.</li> </ul> <p><b>All policy</b> conditions apply to the <b>loss payee</b>. If <b>your policy</b> is cancelled or not renewed by <b>us</b>, the <b>loss payee</b> will be notified at least 10 days before the date cancellation or non-renewal takes effect.</p> <p>If <b>we</b> pay the <b>loss payee</b> for any loss and deny payment to <b>you</b>, then:</p> <ul style="list-style-type: none"> <li>• <b>we</b> will be subrogated to all rights of the <b>loss payee</b> granted under the loan on <b>your</b> residence;</li> <li>• at <b>our</b> option, <b>we</b> may pay to the loss payee the whole principal on the loan plus any accrued interest. If <b>we</b> do this, <b>we</b> will receive a full assignment and transfer from the <b>loss payee</b> and all securities held as collateral to the debt.</li> </ul> <p>Subrogation will not impair the right of the loss payee to recover the full amount of their claim.</p>
<b>Maintenance</b>	<b>You</b> must maintain <b>your</b> property in a good state of repair and <b>you</b> must repair any partial loss or damage that occurs to <b>your</b> property.
<b>Misrepresentation</b>	<b>You, family members, any insured person</b> and anyone acting on <b>your</b> or their behalf have a responsibility to take reasonable care not to make a misrepresentation to <b>us</b> when applying for this <b>policy</b> or when it is varied. For example, <b>you</b> and they must take reasonable care not to provide false or inaccurate information and not to withhold any information.
<b>Mortgagees non-invalidating</b>	The rights of the mortgagee under <b>your policy</b> will not be prejudiced by any act of the mortgagor of <b>your residence</b> provided that the mortgagee gives notice in writing to <b>us</b> immediately on becoming aware of such act and pays any reasonable additional premium.
<b>Other insurance</b>	<p>To the extent permitted under the Insurance Contracts Act 1984 (Cth), when any other insurance applies to an <b>incident</b>, <b>we</b> will only pay in excess of the other insurance, up to the indemnity <b>your policy</b> provides, unless the other insurance is written specifically in excess of <b>your policy</b> indemnity.</p> <p><b>You</b> must give <b>us</b> written notice of any other insurance effected covering any of the risks that are the subject of <b>your policy</b> and provide <b>us</b> with assistance in any recovery under the other insurance.</p>
<b>Pecuniary or economic loss</b>	<b>We</b> will only pay for loss to covered property in which <b>you</b> or a <b>family member</b> has a pecuniary or economic loss. <b>We</b> will not pay more than the <b>amount insured</b> that applies to <b>your</b> loss.
<b>Policy changes</b>	This <b>policy</b> may be changed only by a written amendment that can only be issued by <b>us</b> .
<b>Transfer of rights</b>	<p>If <b>we</b> make a payment under <b>your policy</b>, <b>we</b> will assume any recovery rights <b>you</b>, a <b>family member</b> or an <b>insured person</b> has in connection with the loss, to the extent <b>we</b> have paid for the loss. <b>You</b> must not waive <b>our</b> right to take proceedings in <b>your</b> name to recover any amount <b>we</b> would have made under this insurance.</p> <p>All <b>your</b> rights of recovery will become <b>our</b> rights to the extent of any payment <b>we</b> make under <b>your policy</b>. <b>You</b> or a <b>family members</b> must do everything required to secure these rights, do nothing after a loss to prejudice these rights and give <b>us</b> all the information and assistance <b>we</b> require for <b>us</b> to achieve a settlement.</p>

# Claims Conditions

In the case of an **incident**, **you**, a **family member** must perform the following duties for cover to apply

- Abandoning property** **You** or a **family member** cannot abandon property to **us** or a third party unless **we** agree in writing.
- Appeals** If **you** or a **family member** does not appeal a judgement for damages covered by **your policy**, **we** may choose to do so. **We** will then bear all expenses, taxable costs, and interest arising out of the appeal. However, the **amount insured** for damages will not be increased.
- Assistance** **You** or a **family member** must provide **us** with all available information. This includes documents which may help **us** if **we** need to provide a defence. **You** or a **family member** must not admit or deny liability, reject or accept any settlement of a third party claim (other than for first aid) unless without having obtained prior written authorisation from **us**.
- Carrier and bailees** **We** will not pay any claim to any carrier or bailee of damaged or lost property held on **your** behalf.
- Cooperation** **You** or a **family member** must cooperate fully with **us** in any legal defence. This may include any association by **us** with **you**, or a **family member** in defence of a claim reasonably likely to involve **us**.
- Examination under oath** **We** have the right to examine under oath as often as **we** reasonably require, **you**, **family members**, **insured relatives**, **victims**, **your chauffeur** and **your guests**, and have them subscribe the same. **We** may also ask **you** or the beneficiary to provide a signed description of the circumstances surrounding a loss and to produce all records and documents **we** request as well as allow **us** to make copies.
- Inventory preparation** **You** must prepare and submit to **us** an inventory of damaged or lost personal property, if **we** request it, describing the property in full. It must detail the **amount insured** under **your policy** and the actual amount of the loss. **You** must attach all bills, receipts and other documents to support **your** inventory.
- Notification** **You** or a **family member** must notify **us** or **your** broker as soon as possible.
- In the event of theft, **accident**, any claim under the **Additional Cover: Credit cards, forgery and counterfeiting**, any claim under the **Additional cover: Identity theft** or any claim under **Family Safeguard Cover**, **you** or a **family member** must also notify the Police.
- In case of any claim under the **Additional Cover: Credit cards, forgery and counterfeiting**, **you** must also notify the issuing bank or the relevant credit card service company.
- Proof of loss** If **we** request it, **you** or a **family member** must submit to **us**, within 60 days of **our** request, a signed, sworn proof of loss providing all the information and documents **we** request such as the cause of the loss, inventories, receipts, repair estimates and other similar records. Failure to provide proof of loss within 60 days may reduce any claim settlement or result in a loss not being covered under **your policy**.
- Property availability** **You** must show **us** any damaged property when **we** reasonably request **you** to.
- Protection of property** **You** or a **family member** must make reasonable attempts to protect property from further damage, and make emergency repairs to protect it. **You** must keep a record of costs incurred. **We** will pay reasonable emergency costs to protect **your** property from further damage up to the **amount insured**.
- Reward for information** At **our** discretion, and only as allowed by any applicable law, **we** will pay up to \$50,000 for information leading to a criminal conviction in connection with an **insured loss** under **your policy**.
- We** will not pay **you**, a **family member**, the Police or other similar law enforcement authority.

# General Exclusions

Exclusions which apply to the whole of **your policy**.

These exclusions apply in addition to any specific exclusions shown in the sections to which they apply.

## Biological and chemical contamination

**We** do not cover any loss, damage or liability directly or indirectly due to biological or chemical contamination which is caused by an act of **terrorism**. For the purposes of this exclusion terrorism means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear; in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

## Cyber

The following exclusions apply to the whole of the **policy**. **We** will not pay for any:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to (a)(i) and/or (a)(ii) above.

However, where:

- a fire or explosion occurs as a result of (a)(i) or (a)(ii) above;
- an escape of water occurs as a result of (a)(i) or (a)(ii) above; or
- a theft or attempted theft immediately follows (a)(i) or (a)(ii) above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this **policy**, **we** will still cover physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

## Deliberate or criminal acts

**We** do not cover any loss, damage or liability arising out of a deliberate, dishonest or criminal act by **you**, a **family member**, anyone acting on **your** or their behalf, or anyone lawfully in **your residence**.

## Existing damage

**We** do not cover any loss, damage or liability occurring before the **period of insurance** or arising from an event that occurred prior to the **period of insurance**.

## Faulty, inadequate or defective planning

**We** do not cover any loss, damage or liability caused by or arising from faulty, inadequate or defective planning (including design, property development, planning permission, setting specifications, siting and surveying); compaction, construction, design, grading, re-modelling, renovation, repair, specifications and workmanship; materials used in repair, construction, renovation or re-modelling; or maintenance of part or all of any property whether on or off the residence.

**We** do insure any subsequent insured loss unless another exclusion applies.

**Indirect loss or damage** **We** do not cover any loss, damage or liability that is not directly associated with the **incident**.

## Infectious or contagious disease

**We** do not cover any loss, damage or liability directly or indirectly due to:

- infectious or contagious disease;
- any fear or threat of infectious or contagious disease; or
- any action taken to minimise or prevent the impact of infectious or contagious disease.

For this exclusion infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

## Insurable interest

**We** do not cover any loss or damage to property which **you** or a **family member** do not have an insurable interest in at the time of the loss. If more than one person has an insurable interest in the property, the most **we** will pay is up to **your** or **your family member's** insurable interest.

**Nuclear and radioactive contamination** **We** do not cover any loss, damage or liability directly or indirectly due to any nuclear reaction, nuclear radiation or radioactive contamination.

## Sanctions

**We** do not provide any benefit under this **policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## War

**We** do not cover any loss, damage or liability directly or indirectly due to war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority

# Residence Cover

## Definitions for this Section of cover

<b>Additions and alterations</b>	<b>Your</b> building additions, alterations, fixtures, improvements, installations or items of real property that <b>you</b> own or are responsible to insure at a <b>residence</b> in <b>your schedule</b> .
<b>Alternative water system</b>	A plumbing system and its components, including cisterns and holding tanks, permanently installed in the grounds of <b>your residence</b> to supply or reuse non-potable, untreated or partially treated household wastewater, ground water or rainwater for residential watering of the grounds of <b>your residence</b> in accordance with <b>your</b> local building regulations.  An <b>alternative water system</b> does not include a water well.
<b>Energy utility income</b>	Income paid to <b>you</b> , or renewable energy certificates or similar monetary credits issued to <b>you</b> by an energy utility company for the excess electrical power produced by <b>your</b> solar, wind or geothermal, electrical power-generating system.
<b>Enhanced rebuild cost</b>	The cost to repair, rebuild or reinstate the building or up to 150% of the <b>amount insured</b> for buildings, whichever is less.
<b>Environmentally sustainable products</b>	These are products that <b>we</b> consider and agree: <ul style="list-style-type: none"><li>• use less energy, water and/or natural resources;</li><li>• use less energy, water and/or natural resources in their creation;</li><li>• provide a healthier environment for you.</li></ul>
<b>Fees and associated costs</b>	Architects', surveyors' and legal fees and costs incurred to repair, replace or rebuild <b>your residence</b> .
<b>Insured loss</b>	Physical loss or damage happening during the <b>period of insurance</b> to <b>your</b> property covered under <b>your policy</b> subject to the terms, conditions and exclusions in <b>your policy</b> .
<b>Other permanent structures</b>	Buildings, structures or items of real property installed at each location shown in <b>your schedule</b> which are not <b>your residence</b> .
<b>Producer Price Index (PPI) House Construction</b>	An economic indicator produced by the Australian Bureau of Statistics which tracks fluctuations in the cost of building residential houses in Australia.
<b>Rebuild cost</b>	The amount required at the time of loss to repair or rebuild <b>your residence</b> , whichever is less, at the same location with the same design, quality of materials and workmanship which existed before the loss. This includes <b>fees and associated costs</b> . <b>Rebuild cost</b> does not include payment for the excavation, replacement or stabilisation of land under or around <b>your residence</b> .
<b>Water leak detection and control device</b>	A device in <b>your residence</b> or <b>other permanent structures</b> that monitors: <ul style="list-style-type: none"><li>• areas containing plumbing devices, appliances and other water leak outlets; or</li><li>• unexpected or unusual internal water flow patterns or overflow;</li></ul> and automatically shuts off the main water supply pipe if a water leak is detected.
<b>Unfurnished</b>	<b>Your residence</b> is not furnished with kitchen appliances, fixtures and fittings, curtains, carpets, beds, furniture or other contents essential for normal living purposes.
<b>Unoccupied</b>	<b>Your residence</b> is not lived in by <b>you</b> or any person authorised by <b>you</b> for more than 90 consecutive days. <b>You</b> or any person authorised by <b>you</b> must have stayed there for at least 2 consecutive nights.
<b>Utility costs</b>	<b>Energy utility income</b> and <b>alternative water costs</b> .

## Residence Cover

This section of **your policy wording** provides **you** with cover for physical loss or damage to **your residence** occurring during the **period of insurance**, if an **amount insured** is stated in **your schedule** for **Residence Cover** for the relevant location.

### How we will settle your claim

#### Amount insured

The **amount insured** for each **residence** for each **incident** is shown in **your schedule**.

To help **you** and **us** agree on the appropriate **amount insured**, **we** may, but are not obligated to, conduct Risk Management Appraisals of **your residence** and **other permanent structures**. **We** may change the **amount insured** to reflect the value of the property as determined by **our** Risk Management Appraisal. **Your** premium will be adjusted in accordance with **our** standard rating model.

At the time of an **insured loss**, **your residence amount insured** will be adjusted to include any increase in the **Producer Price Index (PPI) (House Construction)** from the start of the **period of insurance**. When **your policy** is renewed the **amount insured** and premium will reflect current costs and values.

It is **your** duty to maintain an appropriate **amount insured** and to advise **us** of any additions, alterations, or renovations to **your residence**.

#### Excess

An **excess** applies to each **incident** but no excess is applicable if the **insured loss** is more than \$50,000.

If an **incident** gives rise to an **insured loss** under both **your Residence Cover** and the Contents Cover, **we** will only apply one **excess** to the loss. If **your Residence Cover excess** and the **Contents Cover excess** are different, **we** will apply the highest the excess.

#### Payment basis

**Your schedule** indicates whether the payment basis in respect of an **insured loss** is **rebuild cost** for each of **your residences** or the **enhanced rebuild cost** if **your** Quantum Private Clients Risk Manager has determined the **rebuild cost** of **your residences**.

**We** will pay **enhanced rebuild cost**, as applicable, subject to the following conditions:

- **You** must maintain the **amount insured**, including any adjustments made by **us** based on **our** Risk Management Appraisals and revaluations carried out by **your** Quantum Private Clients Risk Manager to determine the **rebuild cost** of **your residence**, and annual adjustments for inflation.
- If at any time:
  - **you** are newly constructing **your residence** or **other permanent structures**; or
  - **your** construction, addition, alteration, or renovation to **your residence** or **other permanent structures** results in **you** living out of **your residence** during any part of the construction, or such that a **residence** rented to others cannot reasonably be lived in during any part of the construction;

the payment basis for **your residence** or **other permanent structures** will default to **rebuild cost**. **Rebuild cost** will be **your** payment basis until construction is complete and **you** have notified **us**.

- If **you** do not repair, replace or rebuild **your residence** or **other permanent structures** at the same location, the payment basis will be **rebuild cost**.
- If **you** have a partial loss to **your residence** and do not begin to repair, replace or rebuild the lost or damaged property within 180 days from the date of loss, **we** will only pay the **rebuild cost** less depreciation unless **you** are prevented from repairing or replacing the lost or damaged property due to inaction of the local council or such like authority which is beyond **your** control.
- If **you** cannot repair, replace or rebuild **your residence** or **other permanent structures** because **your** primary mortgagee or its assignees has recalled **your** mortgage, **we** will pay the **rebuild cost** up to the **amount insured** shown in **your schedule**.

## Residence Cover - Additional Covers

These covers are included in **Residence Cover**, up to the corresponding **amount insured** shown below or in the **schedule**, and are in addition to the **amount insured for your residence** unless stated otherwise or an exclusion applies. The applicable **excess** applies to these **Additional Covers** unless stated otherwise.

### Additional living costs

If an **insured loss** makes **your residence** or **other permanent structure** unfit to live in **we** cover the following reasonable costs to restore **your** residence to a habitable condition:

- accommodation for **you**, members of **your** household and pets; and
- loss in fair rental value if **your residence** or **other permanent structure** is usually held for rental.

**You** must agree all costs in writing in advance with **us**.

**We** do not cover any loss of rent due to the termination of a lease or agreement.

**We** will not pay for additional living costs for more than three years.

### Forced evacuation

If **you** are forced to evacuate **your residence** or **other permanent structure** as a direct result of an **insured loss** or a reasonable threat of a loss covered under **your policy**, **we** cover:

- the reasonable increase in living costs incurred by **you**, members of **your** household and pets.
- loss in fair rental value if **your residence** or **other permanent structure** is usually held for rental.

**We** do not cover any loss due to cancellation of a lease or agreement.

**We** will not pay for the increase in living costs for more than one year.

### Construction work and materials

**We** cover the, building materials and construction supplies owned by **you** at each location listed in **your schedule** for the construction, addition, alteration or renovation of **your residence** or **other permanent structure**.

**We** will cover these up to 10% of the **amount insured** for **your residence** or \$350,000, whichever is less.

### Emergency power

If a storm or flood leaves **your residence** without power for 24 hours or more, **we** will reimburse **you** up to \$5,000 for reasonable costs of hiring a generator to supply electricity for essential services.

There is no **excess** applicable to this cover.

### Emergency preventative measures

**We** cover costs incurred by **you** up to \$10,000 in taking temporary measures which are reasonable to avoid or mitigate a potential claim caused by storm, flood, bushfire or other natural catastrophe.

### Emergency repairs

After an **insured loss**, **we** cover the reasonable costs **you** incur for necessary emergency repairs made solely to protect **your residence** or **other permanent structure** against further covered damage. **We** will only provide this cover if the amount of loss is reduced by more than the costs incurred. These payments do not increase the **amount insured** for **your residence** or **other permanent structures**.

### Utility costs

#### Energy utility expenses

If **you** have an **insured loss** to **your** solar, wind or geothermal, electrical power-generating system or to **your alternative water system** in the grounds of **your residence**, **we** cover **utility costs**.

The maximum amount **we** will pay for all **utility costs** is \$25,000 in total for each **incident**.

**We** only cover **utility costs** if **you** start to repair or replace the damaged or lost solar, wind, geothermal, electrical power generating system or **alternative water system** within 30 days of the **incident**.

#### Energy utility income

If **you** have an **insured loss** to **your** solar, wind or geothermal, electrical power-generating system in the grounds of **your residence** causes a loss of **your** energy utility income, **we** cover the loss of **your energy utility income** for the reasonable amount of time required to repair or replace **your** solar wind or geothermal, electrical power-generating system. The amount **we** pay **you** will be based on the average of **your energy utility income** over the 12 month period immediately prior to the **insured loss**.

### Environmental sustainability upgrades

Following an **insured loss** to **your residence** or **other permanent structures**, **we** will cover the additional reasonable cost to repair, replace or rebuild, whichever is less, the damaged parts of **your residence** or **other permanent structures** with improved **environmentally sustainable products**.

**We** will cover these additional reasonable costs up to a maximum of \$5,000.

### Essential alterations

**We** cover **you** or a **family member** for the necessary costs, up to a maximum of \$100,000, to make modifications to **your residence**, so that **you** may remain in **your residence**, if **you** or a **family member** becomes permanently disabled as the result of an **accident** during the **period of insurance**.

**We** will only cover the costs if **we** agree to the alterations before any work starts.

There is no **excess** applicable to this cover.

### Fallen trees

**We** cover the reasonable costs **you** incur up to \$5,000 for each **incident** to remove trees which have fallen or trees threatening to fall and cause damage to **your residence** or neighbouring premises due to wind, hail, sleet or weight of snow or ice, fire, lightning, explosion, riot, civil disturbance, malicious mischief or earthquake.

There is no **excess** applicable to this cover.

### Fire department charges

If a fire department attends to protect **your residence** or its grounds from an **insured loss** or potential **insured loss**, **we** will pay up to \$10,000 for charges imposed by law or assumed by written agreement.

There is no **excess** applicable to this cover.

<b>Gravestones, memorial stones or mausoleums</b>	<b>We</b> will cover any costs <b>you</b> incur up to \$10,000 for any <b>insured loss</b> to a stone, plaque or mausoleum within Australia in the memorial of <b>your</b> parent, spouse, partner or child.
<b>Land</b>	Following an <b>insured loss</b> to <b>your residence</b> or <b>other permanent structure</b> and the related repair or rebuilding requires excavation, replacement or stabilisation of land under or around <b>your residence</b> or <b>other permanent structure</b> , <b>we</b> will also pay up to 10% of the amount of the <b>insured loss</b> to <b>your residence</b> or <b>other permanent structure</b> if the excavation, replacement or stabilisation of the land is necessary.
<b>Gardens</b>	<p><b>We</b> cover trees, shrubs, plants and lawns at <b>your residence</b> for loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• fire, lightning, explosion,</li> <li>• civil disturbance,</li> <li>• vandalism, malicious mischief, theft; or</li> <li>• a vehicle or aircraft.</li> </ul> <p><b>We</b> will pay up to a total of 25% of the <b>amount insured</b> shown in <b>your schedule</b> for <b>your residence</b> at which the loss occurs, but not pay more than \$25,000 for any one tree, shrub or plant.</p> <p>If <b>you</b> are a tenant or unit owner <b>we</b> will pay up to 10% of the contents <b>amount insured</b> in <b>your schedule</b> at the location where the <b>incident</b> occurs, or the amount under <b>additions and alterations</b> in <b>your schedule</b> if this is higher, but not more than \$25,000 for any one tree, shrub or plant and only if <b>we</b> insure <b>your</b> contents at the location at which the <b>incident</b> occurs.</p>
<b>Locating leaks</b>	<p>If water, gas or oil escapes from <b>your</b> household heating, cooking or water system, <b>we</b> cover the cost of finding the source of the escape by removing and replacing any part of <b>your residence</b> or <b>other permanent structure</b> necessary to repair <b>your</b> household heating, cooking or water system.</p> <p>If <b>you</b> are a tenant or unit owner and water, gas or oil escapes from <b>your</b> household heating, cooking or water system, <b>we</b> also cover the cost of removing and replacing any part of <b>your additions and alterations</b> necessary to repair <b>your</b> household heating, cooking or water system. <b>we</b> will only cover these costs if <b>we</b> insure <b>your</b> contents at the location that the <b>incident</b> occurs.</p> <p><b>We</b> do not cover any loss or damage to the household heating, cooking or water system itself.</p>
<b>Lock replacement</b>	<p><b>We</b> cover the cost to replace locks and keys to any external doors, windows, intruder alarms and safes, installed in <b>your residence</b> or <b>other permanent structures</b>, if they are lost, damaged or stolen.</p> <p><b>You</b> must notify <b>us</b> in writing within 72 hours of discovering this loss or as soon as reasonably possible.</p> <p>There is no <b>excess</b> applicable to this cover.</p>
<b>Metered water</b>	<p><b>We</b> will cover the cost of increased domestic metered water charges <b>you</b> have to pay following an escape of water from <b>your</b> household heating, cooking or water system at <b>your residence</b> or <b>other permanent structures</b>.</p> <p><b>We</b> do not cover any loss or damage while the <b>residence</b> or <b>other permanent structure</b> is <b>unoccupied</b>.</p>
<b>Mortgage discharge</b>	<b>We</b> cover the reasonable legal costs incurred by <b>you</b> up to a maximum of \$5,000 to discharge <b>your</b> mortgage if <b>you</b> make a claim for a <b>covered loss</b> that is a total loss under <b>your policy</b> .
<b>Other permanent structures</b>	<b>We</b> cover <b>other permanent structures</b> in the grounds of <b>your residence</b> . For an <b>insured loss</b> to <b>other permanent structures</b> , <b>we</b> will pay up to a total of 30% of <b>your residence amount insured</b> for the location at which an <b>insured loss</b> to <b>other permanent structures</b> occurs, plus any additional amount of cover shown in <b>your schedule</b> for <b>other permanent structures</b> at this location. The same payment basis that applies to <b>your residence</b> applies to <b>other permanent structures</b> .
<b>Rainwater tank loss</b>	<p>If <b>you</b> have an <b>insured loss</b> to <b>your</b> rainwater tank on the grounds of <b>your residence</b> which results in the loss of water from <b>your</b> rainwater tank, <b>we</b> will contribute up to \$2,000 for the reasonable costs <b>you</b> incur to replace the water lost. This payment does not increase the amount of cover for <b>your residence</b>.</p> <p>There is no <b>excess</b> applicable to this cover.</p>
<b>Trespass protection</b>	<b>We</b> will pay up to \$10,000 for the removal of litter or debris from within the grounds of <b>your residence</b> following any unlawful trespassing.
<b>Water leak detection and control device</b>	<p><b>We</b> will pay up to \$2,500 to install a <b>water leak detection and control device</b> following an <b>insured loss</b> for water damage at <b>your residence</b> or <b>other permanent structures</b> within the <b>period of insurance</b>.</p> <p><b>We</b> will only pay these costs if the:</p> <ul style="list-style-type: none"> <li>• amount <b>we</b> pay <b>you</b> for an <b>insured loss</b> as a result of water damage is more than \$10,000;</li> <li>• the <b>insured loss</b> is caused by a break or leak in a plumbing, heating or air conditioning system; and</li> <li>• a <b>water leak detection and control device</b> is not already installed at the <b>insured loss</b> location.</li> </ul> <p>There is no <b>excess</b> applicable to this cover.</p>

## Exclusions which apply to your Residence Cover

These exclusions apply to **your Residence Cover**, including the **Additional Covers** unless stated otherwise.

<b>Construction, addition, alteration or renovation</b>	<b>We</b> do not cover any loss or damage where <b>your residence</b> or <b>other permanent structure</b> is undergoing construction, addition, alteration or renovation where the value of the construction, addition, alteration or renovation exceeds \$350,000 or 10% of <b>your residence amount insured</b> (whichever is less) unless <b>you</b> have advised <b>us</b> of the construction, addition, alteration or renovation in advance and <b>we</b> have agreed to cover <b>you</b> .
<b>Earth movement</b>	<b>We</b> do not cover any loss or damage caused by earth movement from any cause including landslides, river or coastal erosion, mud flows and the sinking, rising or shifting of land unless caused directly by earthquake. <b>We</b> do cover subsequent <b>insured loss</b> due to fire, explosion, theft or glass breakage unless an exclusion applies.
<b>Loss by insects or animals</b>	<b>We</b> do not cover loss or damage caused by termites, rodents, vermin, woodworm, or wood-boring insects, moths or domestic pets or commercially kept animals. <b>We</b> do cover subsequent <b>insured loss</b> unless another exclusion applies.
<b>Loss by storm</b>	<b>We</b> do not cover loss or damage to gates, fences, pergolas, gazebos, arbours, bulkhead, bridge, sea wall, pontoon, jetty, pier, wharf or dock caused by wind, storm or flood unless a fallen tree has caused the damage.
<b>Loss by freezing</b>	<b>We</b> do not cover any loss or damage to <b>your residence</b> or <b>other permanent structure</b> caused by freezing, thawing, snow or ice. <b>We</b> do cover subsequent <b>insured loss</b> unless another exclusion applies.
<b>Maintenance or decoration</b>	<b>We</b> do not cover the cost of maintenance or routine redecoration.
<b>Mechanical or electrical fault</b>	<b>We</b> do not cover any loss, damage or liability caused by or resulting from mechanical or electrical fault, breakdown or failure. <b>We</b> do insure subsequent <b>insured loss</b> unless another exclusion applies.
<b>Misuse, defective design or workmanship</b>	<b>We</b> do not cover loss or damage caused by misuse, faulty or defective materials, planning, inherent flaw, latent defect, faulty or defective design, manufacture, specification or workmanship or failure to meet building regulations at the time of construction. <b>We</b> do cover subsequent <b>insured loss</b> unless another exclusion applies.
<b>Pollution or contamination</b>	<b>We</b> do not cover any loss or damage caused by or resulting from a <b>pollutant, contaminant</b> , smog, or industrial or agricultural smoke. <b>We</b> do not cover the cost of extracting <b>pollutants or contaminants</b> from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.
<b>Structural movement</b>	<b>We</b> do not cover any loss caused by settling, cracking, shrinking, bulging or expansion. <b>We</b> do cover subsequent <b>insured loss</b> unless another exclusion applies.
<b>Unfurnished</b>	<b>We</b> do not cover any loss or damage to <b>unfurnished</b> homes other than by fire, lightning or explosion.
<b>Unoccupied</b>	<b>We</b> do not cover loss or damage caused by the escape of water from any fixed water or heating system, washing machine, dishwasher, refrigerator or freezer while <b>your home</b> is <b>unoccupied</b> .
<b>Wear and tear</b>	<b>We</b> do not cover any loss or damage caused by wear and tear, rust, wet or dry rot, rusting, corrosion, warping, wet or dry rot, damp, mould, fungus, or any dryness, dampness or contamination caused by atmospheric or temperature changes, extremes of temperature or exposure to light or damage that happens gradually. <b>We</b> do cover subsequent <b>insured loss</b> unless another exclusion applies.



# Contents Cover

## Definitions for this Section of cover

<b>Account funds</b>	Funds from any personal account or credit line that <b>you</b> or <b>your family member</b> , and only with <b>your</b> authority <b>your</b> employee, may access, provided each user with access has complied with the terms and conditions of the personal account or credit line.
<b>Business property</b>	Physical property (including furniture, equipment, inventory, books, records and <b>electronic data processing property</b> ) used by <b>you</b> or a <b>family member</b> in connection with <b>your</b> or a <b>family member's</b> <b>business</b> and tools, equipment and stock used to generate income by <b>you</b> or <b>your family member</b> .
<b>Consumer Price Index (CPI)</b>	The economic indicator produced by the Australian Bureau of Statistics, providing a general measure of changes in the prices of consumer goods and services purchased by Australian households.
<b>Contents</b>	Household goods and personal property <b>you</b> or a <b>family member</b> own or possess. They include carpets whether fixed or not.
<b>Electronic contents</b>	Non recoverable purchased eBooks, software, application software, music and movie files.
<b>Electronic data processing property</b>	<ul style="list-style-type: none"><li>• Electronic data processing equipment and their accessories;</li><li>• portable electronic devices such as smartphones, electronic reading devices, tablets, handheld or wearable computers or similar devices;</li></ul>
<b>Enhanced replacement cost for contents</b>	The full cost to replace the <b>contents</b> without deduction for depreciation or the amount required to repair the damage, whichever is less, up to 150% of the <b>amount insured</b> .
<b>Event</b>	A personal non-profit making party, celebration or other social gathering taking place indoors, outdoors or in a temporary structure and arranged by <b>you</b> or <b>your</b> representative tasked to arrange an <b>event</b> . An <b>event</b> does not mean a concert, theatre performance, sporting event, holiday, vacation, trip, excursion, journey or any similar extended period of recreation. The <b>event</b> must take place within the <b>period of insurance</b> and within Australia
<b>Financial institution</b>	A bank, savings association, credit union, credit institution, company issuing credit, or other entity that: <ul style="list-style-type: none"><li>• is regulated and insured in Australia and holds an Australian Financial Services License; and</li><li>• directly or indirectly holds <b>account funds</b> belonging to <b>you</b> or a <b>family member</b>.</li></ul>
<b>Insured loss</b>	Physical loss or damage happening during the <b>period of insurance</b> to <b>your</b> property covered under <b>your policy</b> subject to the terms, conditions and exclusions in <b>your policy</b> .
<b>Jewellery</b>	Items of personal adornment containing gemstones, silver, gold, platinum or other precious metals or alloys. This also includes costume jewellery and watches.
<b>Marquee</b>	A marquee and any associated heating, lighting and furnishings temporarily hired by <b>you</b> and for which <b>you</b> are legally responsible.
<b>Precious metals</b>	Sterling silver, gold, pewter or plated items, including tableware, trays, trophies and similar household items other than jewellery.
<b>Remotely Piloted Aircraft (RPA)</b>	An <b>RPA</b> as defined by Civil Aviation Safety Regulations (CASR) 1998 and associated legislation, as amended from time to time when used solely for recreational purposes and when used in accordance and when used in accordance with the recreational drone safety rules determined by the Civil Aviation Safety Authority (CASA) and published on the CASA website <a href="http://www.casa.gov.au/rpa">www.casa.gov.au/rpa</a> .
<b>Replacement cost</b>	The full cost to replace the <b>contents</b> without deduction for depreciation or the amount required to repair the damage, whichever is less, up to the <b>amount insured</b> .
<b>Unfurnished</b>	<b>Your residence</b> is not furnished with kitchen appliances, fixtures and fittings, curtains, carpets, beds, furniture or other contents essential for normal living purposes.
<b>Unoccupied</b>	<b>Your residence</b> is not lived in by <b>you</b> or any person authorised by <b>you</b> for more than 90 consecutive days. <b>You</b> or any person authorised by <b>you</b> must have stayed there for at least 2 consecutive nights.
<b>Unregistered motorised land vehicle</b>	Any motorised land vehicle not designed for or required to be registered for use on public roads.

## Contents Cover

This section of **your policy wording** provides **you** with cover for physical loss or damage to **your contents** occurring anywhere in the world during the **period of insurance**, if an **amount insured** is stated in **your schedule** for **Contents Cover**.

### How we will settle your claim

#### Amount insured

The **amount insured** for **contents** at each location for each **incident** is shown in **your schedule**.

**You** agree that **we** may change the **amount insured** to reflect the value of **your contents** as determined either by professional valuations or as the result of our Risk Management Appraisal. **Your** premium will be adjusted in accordance with **our** standard rating model.

Inflation protection: At the time of an **insured loss**, **your contents amount insured** will include any increase in the **Consumer Price Index (CPI)** (all groups) from the beginning of the **period of insurance**. When **your policy** is renewed the **amount insured** and premium will reflect current costs and values.

If, after an **insured loss** under both **your Residence Cover** and **your Contents Cover**, **we** pay more than the **residence amount insured** because of **unlimited rebuild cost**, **we** will increase the **contents amount insured** for the loss by the same percentage **we** increased the amount of **residence** cover.

#### Excess

An **excess** applies to each **incident** but no excess is applicable if the **insured loss** is more than \$50,000 unless the **residence** is **unoccupied**.

If an **incident** gives rise to an **insured loss** under both the **Residence Cover** and the **Contents Cover**, **we** will only apply one **excess** to the loss. If the **Residence Cover excess** and the **Contents Cover excess** are different, **we** will apply the highest **excess** to the loss.

#### Payment basis

The payment basis for **contents** is **replacement cost**.

If the cost to replace or repair **your contents** exceeds the **replacement cost**, then **we** will pay up to the **enhanced replacement cost for contents**.

**Enhanced replacement cost for contents** is provided on the condition that **you** maintain at least the **amount insured** for **your contents** as stated in **your schedule** including any adjustment by **us** based on one of **our** Risk Management Appraisals, re-valuations and annual adjustments for inflation.

For an **insured loss** to **contents**, the amount of cover depends on where the loss occurs:

- *At a location in **your schedule**:*

If the **insured loss** takes place at a location in **your schedule** with **Contents Cover** in **your policy**, **we** will pay up to the **contents amount insured** at that location, for each **incident**.

- *Away from a location shown in **your schedule**:*

If the **insured loss** takes place away from any property **you** own or live at, **we** will pay up to the appropriate **amount insured** for **contents** at the **residence** in **your schedule** which is most favourable to **you**, for each **incident**.

- *At a property not listed in **your schedule** of **your policy**:*

If the **insured loss** occurs at a property **you** own or live at and it is a newly acquired property **we** will pay up to the appropriate **amount insured** for **contents** at the location in **your schedule** which is most favourable to **you** for up to 30 days immediately after **you** begin to move **your contents** in to the property.

#### Pairs, sets and parts

For an **insured loss** to a pair or set, or to part of a larger unit, **we** will pay the least of the following:

- the cost to repair the damaged property to its condition before the loss;
- the cost to replace it; or
- the cost to make up the difference between its market value before and after the loss.

However, if **you** agree to surrender the undamaged item(s) of the pair, set or parts to **us** and **we** agree to accept them, **we** will pay **you** the full **replacement cost** of the entire pair, set or parts.

## Special limits

For an **insured loss** to each category of **contents** listed below, **we** will not pay more than the amounts shown. These special limits do not increase the **amount insured** for **your contents** or for any item covered elsewhere in **your policy**.

legal tender, travellers' cheques, bank notes, stored value cards, gift vouchers, bullion, gold and silver bars or casino tokens	\$10,000
securities, accounts (other than accounts covered under the <b>additional cover: account funds</b> ), deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports or tickets.	\$10,000
If this property is located in a locked safe at <b>your principal residence</b>	\$15,000
If this property is in a bank vault or bank safe deposit box rented in the name of <b>you</b> or a <b>family member</b> having authorised access, <b>your full Contents Cover</b> away from <b>your principal residence</b> applies.	
trailers	\$10,000
watercraft including boats, canoes, rafts and jet skis and their furnishings, equipment and outboard motors.	\$25,000
<b>jewellery</b> , watches or precious and semi-precious stones, whether set or unset that are lost, misplaced or stolen.	\$50,000 \$25,000 (per item)
<b>furs</b> that are lost, misplaced or stolen.	\$10,000
items of <b>precious metals</b> including silverware, tableware, trays, trophies and similar household items, other than <b>jewellery</b> , which are made of gold, gold-plate, silver, silver-plate, pewter or platinum.	\$100,000
collectible stamps, coins and medals, other philatelic property including books, pages and mountings and other numismatic property such as coin albums, containers, frames, cards and display units used with <b>your</b> collection.	\$10,000
guns that are lost, misplaced or stolen.	\$10,000
wine and spirits.	\$10,000

## Contents Cover - Additional Covers

These covers are included in **Contents Cover**, up to the corresponding **amount insured** shown below or in the **schedule**, and are in addition to the **amount insured** for **your contents** unless stated otherwise or an exclusion applies. The **excess** applies to these **Additional Covers** unless stated otherwise.

- Account funds** We will pay up to \$25,000 for the loss of **your financial institution account funds** due to unauthorised use of **your** bank card, debit card, or their account numbers, including unauthorised electronic fund transfers. This cover is afforded only if there has been compliance with the terms for using the account.
- We will only pay for the removal of funds from **your financial institution** account without permission from **you** or a **family member**. We will not pay if the removal of funds:
- is in excess of the amount authorised by **you** or a **family member**; or
  - is by a person or entity with unlimited access to these funds.
- Additions and alterations** If **you** are a tenant or unit owner we cover **your additions and alterations** including breakage of glass or safety glazing material in the building or a door or window. We also cover any other structure at the location shown in **your schedule** that is owned by **you** or available for **your** exclusive use and which **you** are required to insure. **You** must have an insurable interest in the part that suffers damage.
- For an **insured loss** to these items, we will pay up to 25% of the **contents amount insured** plus any higher amount listed in **your schedule** for **additions and alterations**.
- The same payment basis applies to **additions and alterations** as to **contents**.
- However, if **you** have an **insured loss** to **additions and alterations** and do not begin to repair, replace or rebuild the property within 180 days of the loss, we will only pay the **rebuild cost** less depreciation.
- Business property** If **you** conduct **your business** from the location shown in **your schedule**, we will pay up to \$100,000 for an **insured loss** to **business property** you own or possess.
- Common area cover** If **you** are a tenant or unit owner we will pay up to \$50,000 for any one **incident** for **your** share of any extraordinary payments or special levies charged against all strata title owners for common property or area loss or **damages** during the **period of insurance**, which are in excess of **your** body corporate or strata insurance. The common property or area loss or **damages** must be a result of an **insured loss** to property or as a result of liability that would be covered under **your policy**. We will not pay any **excess** amount that **you** are expected to pay under **your** body corporate or strata insurance.
- There is no **excess** applicable to this cover.
- Electronic data restoration** We will pay up to \$20,000 for the necessary, reasonable costs incurred using the most cost-effective method for retrieving **your** personal data and **electronic contents** from **your** personal computer or electronic data processing property which have suffered an **insured loss** which we have agreed to pay.
- Endangered property** **Contents** removed from the location in **your schedule** because they are endangered by a covered peril are covered for up to 90 days. These payments do not increase the **amount insured** for **your contents**.
- Environmental upgrades to electrical goods** If an **insured loss** relates to the replacement of lost or damaged refrigerators, freezers, washing machines, clothes dryers or dishwashers, with less than a 4 star energy rating, we will pay the cost to replace these items with items that have a minimum 4 star energy rating.
- Event cancellation** If **you** have to cancel an **event** in the **period of insurance** we will pay up to \$50,000 in total to cover the irrecoverable costs or expenses **you** have paid out or are liable to pay by necessarily cancelling the **event** and cannot recover, if it is as a direct result of any sudden and accidental **incident** beyond **your** control. We will only cover **your event** if it is:
- non-profit making;
  - due to take place at **your residence** or at a hotel within Australia;
  - arranged by **you** or on **your** behalf.
- Guest property** We cover up to \$25,000 for personal property of **your guests**, domestic workers or relatives that are not insured elsewhere while the personal property is in any location shown in **your schedule** occupied by **you** or a **family member**.
- Marquees** We cover up to \$25,000 for an **insured loss** to a **marquee** whilst at **your residence**. We do not cover the **marquee** if there is any other insurance in place that covers the **marquee**.
- Motorised land vehicles** We cover the following motorised land vehicles:
- **unregistered motorised land vehicles** not designed or required to be registered for use on public roads:
    - used solely on and to service the location shown in **your schedule**;
    - used to assist the disabled;
  - battery powered bicycles which comply with Australian legislation and do not require registration for use on public roads;
  - golf carts; and
  - **unregistered motorised land vehicles** under 51cc designed for recreational use off public roads, including but not limited to quad bikes or motor bikes of any kind.
- Newly acquired** We cover **your** newly acquired **contents** for 25% of the highest amount of **Contents Cover** in **your**

**contents**

**schedule**, but **you** must request cover for the newly acquired **contents** within 90 days of acquiring them and pay the additional premium from the date acquired.

**We** reserve the right not to insure the newly acquired **contents** after the 90th day.

**Relatives in care**

**We** will pay up to \$10,000 for an **insured loss** to **contents** belonging to a relative who owns or possesses them and usually keeps at a residential care facility where they reside.

This is the most **we** will pay for each **incident** regardless of the number of relatives residing in the facility. The payment basis for **contents** is **replacement cost**. **Our** payment is subject to a \$500 **excess**.

The same special limits apply to the **contents** of a relative as to **your contents** except for:

legal tender, travellers' cheques, bank notes, stored value cards, gift vouchers, bullion, gold and silver bars or casino tokens. \$500

**jewellery**, watches or precious and semi-precious stones, whether set or unset, that are lost, misplaced, or stolen. \$2,500

## Exclusions which apply to your Contents Cover

These exclusions apply to **your Contents Cover**, including the **Additional Covers** unless stated otherwise.

- Account funds** We do not cover any claim or loss of virtual currency or crypto currencies or any other electronic currency not authorised by a sovereign government as part of its currency.
- We do not cover the removal of funds from **your financial institution** account:
- in excess of an amount authorised by **you** or a **family member**; or
  - by a person or entity with unlimited access to these funds.
- Aircraft** We do not cover any claim, loss or damage to an **aircraft** or **aircraft** parts.
- Business property** We do not cover any loss to **business** furnishings, supplies, equipment, goods or merchandise, (including stock) unless it is **business property** covered under **Additional Cover: Business property**.
- Common area cover** We do not cover any **excess** amount that **you** are expected to pay under **your** body corporate or strata insurance under the **Additional Cover: Common area cover**.
- Construction, addition, alteration or renovation** We do not cover any loss where the location shown in **your schedule** is undergoing construction, addition, alteration or renovation where the value of the construction, addition, alteration or renovation exceeds \$350,000 or 25% of the **contents amount insured** (whichever is less) unless **you** have advised **us** of the construction, addition, alteration or renovation in advance. When **you** advise **us**, **we** may apply additional **policy** terms and conditions, increase the **excess** and/or charge an additional premium if **we** agree to cover **you**.
- Cryptocurrencies** We do not cover loss or damage to any electronic, online or crypto currency including Bitcoin and Ether, even where such currency exists in physical form.
- Deception** We do not cover any claim or loss caused by the stealing, theft, taking or other deception by or under the direction of **you**, **your** spouse, partner, **family member**, or a person who lives with **you**.
- However, **we** do cover any loss caused by the stealing, theft, taking or other deception by **your** domestic workers, guests or tenants, unless the deception was under the direction of **you**, **your** spouse, partner, **family member**, or a person who lives with **you**.
- Electronic data processing property** We do not cover **your** or a **family member's** use of a cloud storage or any other virtual storage, backup or maintenance facilities, which are operated by a third party provider, including where **electronic data processing property** is compromised, damaged, lost or destroyed as a result of the failure of or a disruption to such cloud storage or other virtual storage, backup or maintenance facilities.
- Event cancellation** We do not cover any loss directly or indirectly arising out of, contributed to by, or resulting from
- **Your** failing to make all necessary arrangements for the successful fulfilment of the **event** which for the avoidance of doubt shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and/or rehearsal time) in a prudent and timely manner
  - **Your** failing to observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction
  - **Your** failing to ensure that all necessary contractual arrangements are made and confirmed in writing with **you** and that all necessary authorisations, (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licences, permits, visas, copyright and patents) be obtained in a timely manner and valid for the period of the **event**
  - non-appearance of any person or group(s) of persons.
  - any hazardous activity, feat or performance unless otherwise agreed in writing by **us**
  - withdrawal, insufficiency or lack of finance howsoever caused,
  - the financial failure of any venture,
  - variations in the rate of exchange, rate of interest or stability of any currency,
  - financial default, insolvency, or failure to pay of any person, corporation or entity,
  - lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party,
  - lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for the **event**.
  - adverse weather in respect of an **event** in the open or under canvas or in temporary structures unless agreed by **us** in writing
  - any contractual dispute or breach by **you** or any one taking part in the **event**
  - any work being carried out by builders or other contractors which renders the venue or its facilities unusable in whole or in part, unless such work is unknown to **you** at the inception of this insurance or at the time of making the booking whichever is the later
  - any fraud, misrepresentation or concealment by **you**
  - any communicable disease or threat or fear of communicable disease (whether actual or perceived)
  - national, court or religious mourning whether declared or not
  - any act of **Terrorism** and/or the threat thereof
- Loss by animals** We do not cover loss or damage caused by termites, rodents, vermin, woodworm, or wood-boring insects, moths or for chewing, scratching, tearing or fouling by domestic pets or commercially kept animals.
- We do cover subsequent **insured loss** unless another exclusion applies.

<b>Loss to animals</b>	<b>We</b> do not cover any claim, loss or injury of or to animals, birds, fish or domestic pets.
<b>Loss by insects or animals</b>	<b>We</b> do not cover loss or damage caused by termites, rodents, vermin, woodworm, or wood-boring insects, moths or domestic pets or commercially kept animals. <b>We</b> do cover subsequent <b>insured loss</b> unless another exclusion applies.
<b>Lottery tickets and winnings</b>	<b>We</b> do not cover any claim, loss or damage to lottery tickets or winnings.
<b>Loss from deception</b>	<b>We</b> do not cover any loss caused by <b>you</b> not receiving goods or services <b>you</b> have paid for.
<b>Maintenance or decoration</b>	<b>We</b> do not cover the cost of maintenance or routine redecoration.
<b>Mechanical or electrical fault</b>	<b>We</b> do not cover any loss, damage or liability caused by or resulting from mechanical or electrical fault, breakdown or failure. <b>We</b> do insure subsequent <b>insured loss</b> unless another exclusion applies.
<b>Misuse, defective design or workmanship</b>	<b>We</b> do not cover loss or damage caused by misuse, faulty or defective materials, inherent flaw, latent defect, faulty or defective design, manufacture, specification or workmanship.
<b>Motorised land vehicles</b>	<b>We</b> do not cover any loss to a motorised land vehicle except as covered under the <b>Additional Cover: motorised land vehicles</b> .
<b>Musical instruments</b>	<b>We</b> do not cover breakage of strings, drumheads or the breakage of pipes. <b>We</b> will also not pay for damage to internal mechanisms including but not limited to valves and transistors unless caused by a single identifiable external event.
<b>Packing and transportation</b>	<b>We</b> will not pay for <b>fine art, collectibles</b> , items of a brittle nature or musical instruments damaged whilst in transit unless securely and adequately packed.
<b>Pollution or contamination</b>	<b>We</b> do not cover any loss or damage caused by or resulting from a <b>pollutant, contaminant</b> , smog, or industrial or agricultural smoke.
<b>Repair, restoration, renovation or cleaning</b>	<b>We</b> do not cover any loss or damage to <b>contents</b> caused during the process of alteration, renovation, repair, restoration, cleaning or dyeing.
<b>Remote Piloted Aircraft (RPA)</b>	<b>We</b> do not cover loss to an <b>RPA</b> where: <ul style="list-style-type: none"> <li>• the <b>RPA</b> is not being used in accordance with the recreational drone safety rules as determined by the Civil Aviation Safety Authority (CASA);</li> <li>• the <b>RPA</b> is being used by an operator who requires CASA authorisation;</li> <li>• The <b>RPA</b> is not being used in accordance with any local, State or Federal legislation.</li> <li>• The <b>RPA</b> is flown in any race</li> <li>• The <b>RPA</b> is flown at a height of more than 120 metres above the surface or the height prescribed by legislation whichever is less</li> </ul>
<b>Tenant property</b>	<b>We</b> do not cover any loss or damage to property of tenants or anybody that pays <b>you</b> rent.
<b>Theft of electronics from a motorised land vehicle</b>	<b>We</b> will not cover theft or attempted theft of any of the following from a <b>motorised land vehicle</b> if the equipment is permanently installed, or removable from a housing permanently installed, in the vehicle: <ul style="list-style-type: none"> <li>• sound reproducing, receiving or transmitting equipment;</li> <li>• equipment to view visual recordings;</li> <li>• global positioning and navigational systems;</li> <li>• data processing equipment;</li> <li>• games consoles and accessories;</li> <li>• scanning monitors, radar and laser detectors;</li> <li>• any similar equipment including accessories and antennas.</li> </ul>
<b>Theft from unattended vehicles</b>	<b>We</b> do not cover theft from unattended vehicles unless the vehicle has been securely locked, all doors and windows closed, all security devices set, all keys removed and all items are concealed out of sight and / or in the vehicle's glove compartment or boot.
<b>Sports equipment and guns</b>	<b>We</b> do not cover loss or damage to guns caused by rusting or bursting barrels or damage to sports equipment, including guns, while being used.
<b>Stamps and Coins</b>	<b>We</b> do not cover loss or damage caused by creasing, denting, scratching, tearing, thinning, colour transfer, mysterious disappearance or for damage caused from handling or being worked on.  Stamp collections are restricted to properly mounted stamps contained in albums and does not extend to loss or damage to individual stamps, unless the album suffers loss or damage at the same time and from the same cause. Cover for both stamps and coins is subject to a full and current inventory being maintained.
<b>Unfurnished</b>	<b>We</b> do not cover loss or damage from an <b>unfurnished</b> home other than by fire, lightning or explosion.
<b>Unoccupied</b>	<b>We</b> do not cover loss or damage caused by the escape of water from any fixed water or heating system, washing machine, dishwasher, refrigerator or freezer while <b>your</b> home is <b>unoccupied</b> .

### **Wine and spirits**

**We** do not cover loss or damage to wine or spirits caused by unexplained shortage, contamination, recorking, ullage, cork taint, oxidisation or, discolouration or mysterious disappearance.

**We** will not pay for loss or damage to wine directly or indirectly caused by or resulting from substitution or mysterious disappearance, bankruptcy or any book-keeping failure of any wine storage facility, evaporation or natural loss of contents, inherent vice, cork-fly mechanical or electrical breakdown of climate control equipment, interruption of power supply or climatic conditions.

### **Wear and tear**

**We** do not cover any loss or damage caused by wear and tear, rust, wet or dry rot, rusting, corrosion, warping, wet or dry rot, damp, mould, fungus, or any dryness, dampness or contamination caused by atmospheric or temperature changes, extremes of temperature or exposure to light or damage that happens gradually.

**We** do cover subsequent **insured loss** unless another exclusion applies.



# Valuable Items Cover

## Definitions for this Section of cover

<b>Collectibles</b>	Private collections of rare, unique or novel items of personal interest (for example dolls, guns, model trains) including memorabilia.
<b>Enhanced replacement cost for valuable items</b>	The market value as at the time immediately before an <b>insured loss</b> to specified <b>valuable items</b> .
<b>Fine art</b>	Private collections of paintings, etchings, pictures, tapestries, rugs, art glass windows, other bona fide works of art (for example, digital art, statues, antiques, rare books and manuscripts, porcelains, rare glass, crystal, and other items of historical value or artistic merit).
<b>Insured loss</b>	Physical loss or damage happening during the <b>period of insurance</b> to <b>your</b> property covered under <b>your policy</b> subject to the terms, conditions and exclusions in <b>your policy</b> .
<b>Jewellery</b>	Items of personal adornment containing gemstones, silver, gold, platinum or other precious metals or alloys. This also includes costume jewellery and watches.
<b>Precious metals</b>	Sterling silver, gold, pewter or plated items, including tableware, trays, trophies and similar household items other than <b>jewellery</b> .
<b>Replacement cost</b>	The full cost to replace the <b>valuable items</b> without deduction for depreciation or the amount required to repair the damage, whichever is less, up to the <b>amount insured</b> .
<b>Valuable Items</b>	Personal property <b>you</b> own or possess for shown in the <b>valuable items</b> section in <b>your schedule</b> .

## Valuable Items Cover

This section of **your policy wording** provides **you** with cover for physical loss or damage to **your valuable items** occurring anywhere in the world during the **period of insurance**, if an **amount insured** is stated in **your schedule** for **valuable items**.

**You** must ensure that specified **jewellery** described in **your schedule** as **in-vault** are kept in a bank vault. There is no cover for these items while they are out of the vault, unless **we** agree in advance in writing.

**You** must ensure that specified **jewellery** described in **your schedule** as **in-safe** are kept in the safe **we** have approved. There is no cover for these items while they are out of the safe, unless **we** agree in advance in writing.

## How we will settle your claim

### Amount insured

The **amount insured** for each category of **valuable items** and for each specified item is shown in **your schedule**.

**We** may change this amount when valuations are conducted and when **your policy** is renewed, to reflect current costs and values. The premium will be adjusted in accordance with **our** standard rating.

### Specified items

For an **insured loss** to an item listed in **your schedule** of specified items, **we** will pay as follows:

#### Total loss

If the specified item is lost or totally destroyed **we** will pay the **amount insured** for that item.

- **Enhanced replacement cost for fine art:**

If, after an **insured loss**, the **amount insured** for a specified item of **fine art** is:

- less than the market value; and
- the **amount insured** is the amount shown in a professional valuation undertaken within the 3 year period immediately prior to the **insured loss**,

**we** will pay the market value immediately before the loss up to 150% of the **amount insured** for that specified item of **fine art** or the **amount insured** plus an additional \$500,000, whichever is less.

- **Enhanced replacement cost for jewellery and watches:**

If, after an **insured loss**, the **amount insured** for a specified item is:

- less than the market value; and
- the **amount insured** is the amount shown in a professional valuation undertaken within the 2 year period immediately prior to the **insured loss**,

**we** will pay the market value immediately before the loss for that specified item up to the **amount insured** in **your schedule** for that category of **valuable items** cover.

When **we** pay an **insured loss** as a total loss, the salvage becomes **our** property.

#### Partial loss and restoration cover

If the specified item is partially lost or damaged, **we** will cover the cost to restore it, without deduction for wear and tear to its condition immediately before the loss up to the **amount insured** for the item.

#### Partial loss for a specified item that cannot be restored

If the specified item cannot be fully restored to its condition and market value immediately before the loss, **we** will pay the restoration costs, if restoration is attempted, plus any **loss of market value** up to the **amount insured** for that specified item. However, if the specified item was professionally valued within the 3 year period immediately prior to the **insured loss**, the maximum amount **we** will pay for **fine art** is the market value immediately before the loss, up to 150% of the **amount insured** for that specified item of **fine art** or an additional maximum of \$500,000 whichever is less.

The maximum amount **we** will pay for a specified item of all other categories of **valuable items**, if that specified item was professionally valued within the 2 year period immediately prior to the **insured loss**, is the market value immediately before the loss for that specified item, up to the **amount insured** in **your schedule**.

### Payment basis for unspecified Items

For an **insured loss** to **valuable items** with unspecified cover:

- **we** will pay the amount required to repair or replace the property, whichever is less, without deduction for depreciation.
- If the restored value is less than the market value immediately prior to the loss, **we** will pay the difference.
- **we** will not pay more than the amount of unspecified cover for that category listed in **your schedule** and **we** will not pay more than the unspecified limit per item shown in **your schedule** for loss to any one item.

### Payment basis for recoveries

If **we** pay for an **insured loss** and **we** recover the property, **we** agree to offer **you** an opportunity to buy it back. **We** will offer it to **you** at no higher an amount than **we** paid to **you** for that property.

**Payment basis for  
pairs, sets and parts**

For a **jewellery** or **fine art** loss to a pair or set, or part of a larger unit, if **you** surrender the undamaged item(s) of the pair, set or unit to **us**, **we** will pay **you** the full **replacement cost** of the entire pair, set or unit, subject to the applicable amount of cover for that pair, set or unit. If the remaining pieces or parts are not surrendered, it is considered a partial loss as described previously for specified items.

For all other **valuables items** losses to a pair or set or part of a larger unit, **we** will pay whichever is less:

- the cost to repair the damaged property to its condition before the loss;
- the cost to replace it;
- the cost to make up the difference between its market value before and after the loss; or
- the amount of cover for that pair, set or unit.

However, if **you** surrender the undamaged item(s) of the pair, set or unit to **us** and **we** agree to accept, **we** will pay the full **replacement cost** of the entire pair, set or unit, subject to the applicable amount of cover for that pair, set or unit.

## Valuable Items Cover - Additional Covers

These covers are included in **Valuable Items Cover**, up to the corresponding **amount insured** shown below or in the **schedule**, and are in addition to the **amount insured** for **your valuable items** unless stated otherwise in **your policy** or an exclusion applies.

**Defective title – fine art** If **you** have cover for specified **fine art** shown in **your schedule**, **we** pay for costs **you** incur for defective title and defective title legal costs.

If it is proven that **you** are not the rightful owner of a specified item of **fine art** covered under **your policy** following a successful claim against **you** for defective title or lack of title, **we** will pay **you**:

- the purchase price for the **fine art** item; or
- the specified **amount insured** in **your schedule**;

whichever is less.

**Defective title - legal costs**

**We** will pay for reasonable legal costs up to \$100,000 that **you** incur due to claims made against **you** for lack of title or defective title, of which **you** were not aware, to a specified item of **fine art** covered under **your policy**. **you** must give prior notice to **us** before incurring any fees or costs.

The most **we** will pay for all claims for defective title legal costs during the **period of insurance**, regardless of the number of claims or the number of items, is \$100,000. This cover only applies to claims made against **you** and reported to **us** during the **period of insurance**.

**Loaned fine art**

**We** cover items of **fine art** that are loaned to **you**, or borrowed by **you**, for up to 14 days from the start of the loan or borrowing period. **We** also cover items of **fine art** that **you** loan out for up to 14 days from the start of the loan or borrowing period. The maximum amount **we** will pay under these covers is:

- up to 25% of the total specified **amount insured** for **fine art** in **your schedule**; or
- \$500,000

whichever is less.

**Loaned jewellery**

**We** cover items of **jewellery** that are loaned to **you**, or borrowed by **you**, for up to 14 days from the start of the loan or borrowing period. The maximum amount **we** will pay is:

- up to 25% of the total specified **amount insured** for **jewellery** in **your schedule**; or
- \$100,000

whichever is less.

**New acquired Items**

**We** automatically cover certain categories of newly acquired **valuable items** that **you** own if **you** already have specified items shown in **your schedule** in that category.

The maximum amount **we** will pay under certain categories is described below.

**Fine art**

**We** cover **your** newly acquired **fine art** for up to 30% of **your** total specified cover for **fine art** or \$500,000 whichever is the lesser.

**You** must request cover for the items within 90 days after **you** acquire them, and pay the additional premium from the date acquired. **we** reserve the right not to insure the items after the 90th day.

**Jewellery**

The maximum amount **we** will pay is:

- up to 30% of **your** total specified cover for **jewellery** in **your schedule**; or
- \$250,000

whichever is less.

**You** must request cover for the items within 90 days after **you** acquire them, and pay the additional premium from the date acquired. **we** reserve the right not to insure the items after the 90th day.

**Stamps and coins**

**We** cover stamp or coin collections which are properly mounted and contained in albums. **We** do not cover loss or damage to individual stamps or coins, unless the album suffers loss or damage at the same time and from the same cause. Cover for both stamps and coins is subject to a full and current inventory being maintained.

**Unfinished fine art**

If **you** have cover for **fine art** included in **your schedule**, **we** will cover the cost of material and contracted labour **you** incur if **you** have commissioned items that cannot be completed because:

- the artist has died during the **period of insurance**, or
- there is loss or damage to the work **you** have commissioned during the **period of insurance** that is caused by an event that would be covered under this **policy**.

**We** will pay up to \$150,000 in total for all claims in the **period of insurance** but **we** will not pay more than **you** are legally liable to pay and cannot recover or the full commission price if **you** have prepaid.

**We** will not pay if the artist has more specific insurance covering the work.

### Unfinished jewellery

If **you** have cover for **jewellery** included in **your schedule**, **we** will cover the cost of material and contracted labour **you** incur if **you** have commissioned items that cannot be completed because:

- the jeweller has died during the **period of insurance**, or
- there is loss or damage to the work **you** have commissioned during the **period of insurance** that is caused by an event that would be covered under this **policy**.

**We** will pay up to \$100,000 in total for all claims in the **period of insurance** but **we** will not pay more than **you** are legally liable to pay and cannot recover or the full commission price if **you** have prepaid.

**We** will not pay if the jeweller has more specific insurance covering the work.

### Wine or spirits

If wine or spirits are specified in **your schedule**, **we** will cover reduction in resale value due to:

- labels being washed off or made illegible by flood or water damage;
- a failed air-conditioning / chiller system; or
- spoiling due to climate control system failure.

## Exclusions which apply to Valuable Items Cover

These exclusions apply to **Valuable Items Cover**, including the **Additional Covers** unless stated otherwise.

<b>Deception</b>	<p><b>We</b> do not cover any loss caused by the stealing, theft, taking or other deception by or under the direction of <b>you, your</b> spouse, partner, <b>family member</b>, or a person who lives with <b>you</b>.</p> <p>However, <b>we</b> do cover any loss caused by the stealing, theft, taking or other deception by <b>your</b> domestic workers, guests or tenants, unless the deception was under the direction of <b>you, your</b> spouse, partner, <b>family member</b>, or a person who lives with <b>you</b>.</p>
<b>Defective title</b>	<p>The covers for defective title legal costs and defective title do not apply:</p> <ul style="list-style-type: none"><li>• to an item of <b>fine art</b> purchased by <b>you</b> prior to the period <b>we</b> have insured <b>your fine art</b> for;</li><li>• to any item of <b>fine art</b> not specified in <b>your schedule</b>;</li><li>• to an item that has been sold or disposed of by <b>you</b>;</li><li>• to any lack of title or defective title that was known by <b>you</b> prior to taking possession of the item; or</li><li>• <b>you</b> could have known by making proper inquiries as to the item's provenance before receiving it;</li><li>• to any debt incurred by <b>you</b> from a pledge or lien on the item; or</li><li>• arising from <b>your</b> bankruptcy, insolvency, receivership, liquidation or other financial difficulties.</li></ul>
<b>Guns</b>	<p><b>We</b> do not cover loss or damage to guns caused by rusting or bursting barrels.</p>
<b>Loss by insects or animals</b>	<p><b>We</b> do not cover loss or damage caused by termites, rodents, vermin, woodworm, or wood-boring insects, moths or for chewing, scratching, tearing or fouling by domestic pets or commercially kept animals.</p> <p><b>We</b> do cover subsequent <b>insured loss</b> unless another exclusion applies.</p>
<b>Mechanical or electrical fault</b>	<p><b>We</b> do not cover any loss, damage or liability caused by or resulting from mechanical or electrical fault, breakdown or failure.</p> <p><b>We</b> do insure subsequent <b>insured loss</b> unless another exclusion applies.</p>
<b>Musical instruments</b>	<p><b>We</b> do not cover breakage of strings, drumheads or the breakage of pipes. <b>We</b> will also not pay for damage to internal mechanisms including but not limited to valves and transistors unless caused by a single identifiable external event.</p>
<b>Packing and transportation</b>	<p><b>We</b> will not pay for <b>fine art</b>, collectibles, items of a brittle nature or musical instruments damaged whilst in transit unless securely and adequately packed.</p>
<b>Pollution or contamination</b>	<p><b>We</b> do not cover any loss or damage caused by or resulting from a <b>pollutant, contaminant</b>, smog, or industrial or agricultural smoke.</p>
<b>Restoration and cleaning</b>	<p><b>We</b> do not cover any loss or damage caused by or resulting from the process of being repaired, refinished, restored, retouched, altered, renovated, framed, professionally cleaned or worked upon..</p>
<b>Stamps and coins</b>	<p><b>We</b> do not cover loss or damage caused by fading, creasing, denting, scratching, tearing, thinning, colour transfer, mysterious disappearance or for damage caused from handling.</p>
<b>Tenant property</b>	<p><b>We</b> do not cover any loss or damage to property of tenants or anybody that pays <b>you</b> rent.</p>
<b>Theft from unattended Vehicles</b>	<p><b>We</b> do not cover theft from unattended vehicles unless the vehicle has been securely locked, all doors and windows closed, all security devices set, all keys removed and all items are concealed out of sight and / or in the vehicle's glove compartment or boot.</p>
<b>Unfurnished</b>	<p><b>We</b> do not cover loss or damage to <b>unfurnished</b> homes other than by fire, lightning or explosion.</p>
<b>Unoccupied</b>	<p><b>We</b> do not cover loss or damage caused by the escape of water from any fixed water or heating system, washing machine, dishwasher, refrigerator or freezer while <b>your</b> home is <b>unoccupied</b>.</p>
<b>Wear and tear</b>	<p><b>We</b> do not cover any loss or damage caused by wear and tear, rust, wet or dry rot, rusting, corrosion, warping, wet or dry rot, damp, mould, fungus, or any dryness, dampness or contamination caused by atmospheric or temperature changes, extremes of temperature or exposure to light or damage that happens gradually.</p> <p><b>We</b> do cover subsequent <b>insured loss</b> unless another exclusion applies.</p>
<b>Wine and spirits</b>	<p><b>We</b> do not cover loss or damage to wine or spirits caused by unexplained shortage, contamination, recorking, ullage, cork taint, oxidisation or discolouration.</p> <p><b>We</b> will not pay for loss or damage to wine directly or indirectly caused by or resulting from substitution or mysterious disappearance, bankruptcy or any book-keeping failure of any wine storage facility, evaporation or natural loss of contents, inherent vice, cork-fly, mechanical or electrical breakdown of climate control equipment, interruption of power or climatic conditions.</p>

# Family Safeguard Cover

## Definitions for this Section of cover

<b>Accident</b>	A sudden, external and identifiable event that happens by chance and could not have been expected by <b>you</b> . The word accidental shall be interpreted accordingly.
<b>Accidental death and Dismemberment loss</b>	The loss of life, <b>loss of speech, loss of hearing, loss of hand, loss of both hands, loss of foot, loss of both feet, loss of sight of an eye, loss of sight of both eyes, loss of thumb and index finger, or mutilation</b> which: <ul style="list-style-type: none"><li>• is sudden, unforeseen, and unexpected; and</li><li>• is independent of any illness, disease or other bodily malfunction; and</li><li>• happens by chance; and</li><li>• arises from a source external to the victim; and</li></ul> which occurs within 1 year of and is a direct result of an <b>air rage, aggravated assault, aggravated burglary, carjacking, child abduction, hostage situation, road rage, terrorism or active assailant incident</b> .
<b>Account funds</b>	Funds from any personal account or credit line that <b>you</b> or <b>your family member</b> , and only with <b>your</b> authority <b>your</b> employee, may access, provided each user with access has complied with the terms and conditions of the personal account or credit line.
<b>Active assailant</b>	A premeditated, malicious physical attack carried out by an individual or group armed with a weapon, including explosive devices worn on the body, a vehicle used as a ramming device or hand weapon with the intent to kill, attempt to kill or cause serious <b>bodily injury</b> to a person or group of persons.
<b>Aggravated assault</b>	An unlawful act of violence or direct threats of violence to <b>you</b> or a <b>family member</b> by a person who has unlawfully taken or attempted to take any possessions belonging to <b>you</b> or a <b>family member</b> whilst away from <b>your residence in your schedule</b> .
<b>Aggravated burglary</b>	An unlawful act of violence or threat of violence to <b>you</b> , a <b>family member</b> , or <b>your guest</b> by a person who unlawfully entered a <b>residence</b> stated in <b>your schedule</b> , a <b>temporary residence</b> , a <b>watercraft</b> , or a motorhome whilst <b>you</b> , a <b>family member</b> , or <b>your guest</b> are present.
<b>Air rage</b>	Physical bodily harm against <b>you</b> or a <b>family member</b> by a violent person whilst <b>you</b> or a <b>family member</b> are on an aircraft as a passenger.
<b>Beneficiary</b>	The person or entity to be paid in the event a <b>victim</b> suffers an <b>insured loss of life</b> , as detailed below: <ul style="list-style-type: none"><li>• the spouse of the <b>victim</b>, who lived with the <b>victim</b>. If there is no spouse;</li><li>• the domestic partner of the <b>victim</b>, who lived with the <b>victim</b>. If there are none, then;</li><li>• the surviving children of the <b>victim</b> in equal shares. If there are none, then;</li><li>• the surviving parents of the <b>victim</b> in equal shares. If there are none, then;</li><li>• the surviving brothers and sisters of the <b>victim</b> in equal shares; or</li><li>• the estate of the <b>victim</b> if there are none of the above.</li></ul>
<b>Bodily injury</b>	Physical bodily harm, including sickness or disease that results from it, and required care, loss of services and loss of life.
<b>Carjacking</b>	The unlawful forced removal or detention of: <ul style="list-style-type: none"><li>• <b>You</b> or a <b>family member</b> operating or occupying any motorised land vehicle; or</li><li>• an <b>Insured relative</b> operating or occupying an <b>insured vehicle</b> with permission from <b>you</b> or a <b>family member</b>, during the theft or attempted theft of the vehicle or your property in the vehicle.</li></ul>
<b>Child abduction</b>	An <b>incident</b> of wrongful taking, false imprisonment, or wrongful detention of one or more of <b>your</b> or a <b>family member's</b> children, or one or more children in the care of <b>you</b> or a <b>family member</b> , under the age of 13.
<b>Dentist</b>	<b>Your</b> dentist who is registered or licensed to practice dentistry under the laws of Australia in which they practice as approved by <b>us</b> . <b>Dentist</b> does not include <b>you</b> or a <b>family member</b> or <b>your</b> relative or a <b>family member's</b> relative unless approved by <b>us</b> .
<b>Doctor</b>	<b>Your</b> doctor or specialist who is registered or licensed to practice medicine under the laws of Australia, approved by <b>us</b> . <b>Doctor</b> does not include <b>you</b> or a <b>family member</b> or your relative or a <b>family member's</b> relative unless approved by <b>us</b> .
<b>Family member</b>	Any member of <b>your</b> household residing with <b>you</b> . <b>We</b> do not include lodgers or tenants within this definition.
<b>Family Safeguard Cover</b>	Cover for <b>air rage, aggravated assault, aggravated burglary, carjacking, child abduction, hostage situation, road rage</b> and <b>terrorism or active assailant</b> .
<b>Hostage situation</b>	Unlawful detention of <b>you</b> or a <b>family member</b> by violence or threat of violence by a person or group, which lasts for a duration of four hours or more while in or aboard a commercial conveyance.
<b>Insured person</b>	Any person named on the Policy Schedule that isn't <b>You, Your</b> or a <b>family member</b> .

<b>Insured relative</b>	<p>The following relatives of <b>you</b> and the spouse or partner that lives with <b>you</b>:</p> <ul style="list-style-type: none"> <li>• children, their children or other descendants of theirs;</li> <li>• parents, grandparents or ancestors of theirs, including adoptive parents, step-parents and step grandparents; or</li> <li>• siblings, their children or descendants of theirs;</li> </ul> <p>who do not live with <b>you</b>, including spouses or domestic partners of all the above.</p>
<b>Kidnap</b>	<p>An <b>incident</b> of actual or alleged wrongful taking of:</p> <ul style="list-style-type: none"> <li>• <b>you</b>;</li> <li>• one or more <b>family members</b>; or</li> <li>• one or more <b>insured relatives</b> while visiting or legally travelling with <b>you</b> or a <b>family member</b>;</li> </ul> <p>from anywhere in the world, except those places listed by the Australian Government Department of Foreign Affairs and Trade as places to which <b>you</b> are advised not to travel or to reconsider <b>your</b> need to travel. These destinations can be found online at <a href="http://www.smarttraveller.gov.au">www.smarttraveller.gov.au</a>.</p> <p>The <b>incident</b> must include a demand for ransom payment which would be paid by <b>you</b> or a <b>family member</b> in exchange for the release of the kidnapped persons.</p>
<b>Loss of life</b>	<ul style="list-style-type: none"> <li>• death, including clinical death determined by a <b>medical practitioner</b> or similar local governing medical authority; or</li> <li>• absence of communication from a <b>victim</b> for 2 years after an <b>aggravated assault, aggravated burglary, carjacking, child abduction, hostage situation, terrorism or active assailant incident</b>.</li> </ul>
<b>Loss of speech</b>	Permanent total loss of the capability of speech determined by a <b>medical practitioner</b> .
<b>Loss of hearing</b>	Permanent total loss of the capability of hearing determined by a <b>medical practitioner</b> .
<b>Loss of hand or loss of both hands</b>	Permanent total loss of function of a hand or both hands determined by a <b>medical practitioner</b> .
<b>Loss of foot or loss of both feet</b>	Permanent total loss of function of a foot or both feet determined by a <b>medical practitioner</b> .
<b>Loss of sight of an eye or loss of sight of both eyes</b>	Permanent loss of sight of an eye or both eyes to the extent of legal blindness determined by a <b>medical practitioner</b> .
<b>Loss of thumb and index finger</b>	Permanent total loss of function of a thumb and index finger, of the same hand determined by a <b>medical practitioner</b> .
<b>Mutilation</b>	Severance of an entire finger, toe, ear, nose or genital organ determined by a <b>medical practitioner</b> .
<b>Modification costs</b>	<p>Reasonable costs incurred by <b>you</b> or a <b>family member</b> within 1 year of an <b>air rage, aggravated assault, aggravated burglary, carjacking, child abduction, hostage situation, road rage, terrorism or active assailant incident</b>.</p> <ul style="list-style-type: none"> <li>• recommended by a <b>medical practitioner</b>;</li> <li>• appropriate for the condition of the individual who suffered the permanent physical injury;</li> <li>• made by service providers experienced in making such modifications.</li> </ul>
<b>Pre-existing medical condition</b>	<ul style="list-style-type: none"> <li>• any physical defect, condition, illness or disease for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a <b>doctor</b> or <b>dentist</b> in the 3 years immediately prior to the commencement of the <b>period of insurance</b>; or</li> <li>• a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware of in the 3 months immediately prior to the <b>period of insurance</b>.</li> </ul>
<b>Registered psychologist</b>	A psychologist approved <b>us</b> . <b>Registered psychologist</b> does not include <b>you</b> or a <b>family member</b> or <b>your</b> relative or a <b>family member's</b> relative unless approved by <b>us</b> .
<b>Road rage</b>	Physical bodily harm against <b>you</b> , a <b>family member</b> or <b>your</b> chauffeur by a violent person arising from the use by <b>you</b> , a <b>family member</b> or <b>your</b> chauffeur of any private passenger vehicle or motorhome.
<b>Victim</b>	<p>The following individuals who suffer physical injury or death:</p> <ul style="list-style-type: none"> <li>• <b>You</b>, a <b>family member</b> or an <b>insured relative</b> in respect of a <b>carjacking</b>;</li> <li>• The abducted child in respect of a <b>child abduction</b>;</li> <li>• <b>You</b>, a <b>family member</b>, or <b>your</b> guest in respect of <b>aggravated burglary</b>;</li> <li>• <b>You</b> or <b>family member</b> in respect of <b>hostage situation, aggravated assault, air rage or road rage</b>;</li> <li>• <b>You</b> or a <b>family member</b> who suffers the <b>accidental death</b> or <b>dismemberment</b> as a result of the of terrorism or active assailant <b>incidents</b>.</li> </ul>



## Family Safeguard Cover

This section of **your policy** provides you with **Family Safeguard Cover** for **you** or a **family member** anywhere in the world except those places listed by the Australian Government Department of Foreign Affairs and Trade as places to which **you** are advised not to travel or to reconsider **your** need to travel. These destinations can be found online at [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au).

Cover is for **incidents** that occur anytime during the **period of insurance**, unless stated otherwise in **your policy** or an exclusion applies. **Family Safeguard Cover** includes **air rage, aggravated assault, aggravated burglary, carjacking, child abduction hostage situation, road rage, terrorism or active assailant** cover.

This section of **your policy wording** provides **Family Safeguard Cover** for **you** and **your family members** arising from an **incident** which takes place during the **period of insurance**, anywhere in the world except those places listed

## How we will settle your claim

### Amount of Cover

The **amount insured** is shown under each individual section of **your Family Safeguard Cover**.

We will not pay more than the **amount insured** for each **air rage, aggravated assault, aggravated burglary, carjacking, child abduction, hostage situation, road rage, terrorism or active assailant incident** irrespective of how many policies or people are involved in the **incident**.

For a loss under more than one part of **Family Safeguard Cover** (**air rage, aggravated assault, aggravated burglary, carjacking, child abduction, hostage situation, road rage, terrorism or active assailant**), we will pay only under the part that provides the most cover.

The **accidental death and dismemberment loss** amount for **loss of life** will be paid to the **beneficiary**.

The **accidental death and dismemberment loss** amount other than for **loss of life** will be paid to the **victim**. If a **victim** dies or has multiple **dismemberment losses** resulting from an **air rage, aggravated assault, aggravated burglary, carjacking, child abduction, hostage situation, road rage, terrorism or active assailant incident**, we will only pay the single largest **accidental death and dismemberment loss** amount that applies to the **accidental death and dismemberment losses**.

If more than one **victim** suffers an **accidental death and dismemberment loss** in the same **air rage, aggravated assault, aggravated burglary, carjacking, child abduction, hostage situation, road rage, terrorism or active assailant incident**, we will not pay more than \$75,000. If any **aggravated assault, aggravated burglary, carjacking, child abduction, hostage situation, terrorism or active assailant incident** results in multiple **accidental death and dismemberment loss** amounts which exceed \$75,000 in total, the amount insured of \$75,000 will be divided proportionately based on each applicable **accidental death and dismemberment loss amount insured** that is payable by us.

### Aggravated burglary

We will pay the following costs incurred with **our** permission as a direct result of **you** and / or **your family member** being a direct victim of an **aggravated burglary**:

- related rest and recuperation costs for **you** and / or **your family member**, up to a maximum of \$10,000 in total, as prescribed by a **medical practitioner**, psychologist or other authorised mental health professional not related to **you**, a **family member** or **insured relative** when incurred within 180 days after the **aggravated burglary**;
- lost personal income during the first 60 days after the **aggravated burglary**, up to \$50,000 for each person (**you** and / or **family member**), up to a maximum of \$100,000 in total for each **aggravated burglary**. Any payment we make will be excess of any collectable benefits **you** or a **family member** may be entitled to under any disability allowance or insurance, workers compensation, unemployment benefit, employee sick pay or other similar salary replacement plan
- related professional security consultant and security guard services up to a maximum of \$25,000;
- improving the security at **your residences** in **your schedule** up to a maximum of \$25,000;
- related temporary accommodation costs for **you** and / or **family member** up to a maximum of \$15,000 when incurred within 60 days after an **aggravated burglary**;
- related permanent home removal expenses, up to a maximum of \$25,000 if **you** permanently relocate away from **your residence** in **your schedule** which is subject to the **aggravated burglary**, when incurred within 6 months after an **aggravated burglary**.

We will not pay any costs if **your residence** was already for sale prior to the **aggravated burglary**;

- the **Residence Cover** and **Contents Cover** excess for **residences** listed in **your schedule** applied to any damage or loss sustained as a result of the **aggravated burglary**.

### Aggravated assault

We will pay the following costs incurred with **our** permission as a direct result of **you** and / or **your family member** being a direct victim of **aggravated assault**:

- related rest and recuperation costs for **you** and / or **family member**, up to a maximum of \$10,000 in total as prescribed by a **medical practitioner**, psychologist or other authorised mental health professional not related to **you**, a **family member** or **insured relative** when incurred within 180 days after the **aggravated assault**;
- lost personal income during the first 60 days after the **aggravated assault**, up to \$50,000 for each person (**you** and / or a **family member**), up to a maximum of \$75,000 in total for each **aggravated assault**.

### Air or road rage

We will pay the following costs incurred with **our** permission as a direct result of **you** and / or **your family member** being a direct victim of **air rage or road rage**:

- related rest and recuperation costs for **you** and / or a **family member** up to a maximum of \$10,000 in total, as prescribed by a **medical practitioner**, psychologist or other authorised mental health professional not related to **you** and / or a **family member** incurred within 180 days of the **air rage or road rage**;
- lost personal income during the first 60 days after **air rage**, up to \$50,000 for each person (**you** and / or a **family member**), up to a maximum of \$75,000 in total for each **air rage or road rage**.

### Carjacking

We will pay the following costs incurred with **our** permission as a direct result of **you** and / or **your family member** being a direct victim of **carjacking**:

- related rest and recuperation costs for **you** and / or, a **family member**, who were the **victims** of a **carjacking**, up to a maximum of \$10,000 in total for each **carjacking**, as prescribed by a **medical practitioner**, psychologist or other authorised mental health professional not related to **you** and / or a **family member** when incurred within 180 days after the **carjacking**;
- lost personal income during the first 60 days after a **carjacking**, up to \$50,000 for each person (**you** and / or **family member**), up to a maximum of \$75,000 in total for each **carjacking**.
- related hotel or paid accommodation costs for **you** and / or a **family member** to be located closer to the where the **victim** is receiving medical treatment, up to a maximum of \$15,000 for each **carjacking**.

### Child abduction

We will pay the costs below incurred with **our** permission as a direct result of **child abduction**:

- related rest and recuperation expenses for **you** a **family member** or an **insured relative** who witnessed the **child abduction**, or an **insured relative** who is the parent or legal guardian of the abducted child up to a maximum of \$25,000 for each **child abduction**, as prescribed by a **medical practitioner**, psychologist, or other authorised mental health professional not related to **you**, a **family member** or an **insured relative**, if incurred within 12 months after the recovery of the abducted child, or verification of the abducted child's **loss of life**, whichever comes first;
- lost personal income during the first 60 days after a **child abduction**, up to \$50,000 for each person (**you**, a **family member** or an **insured relative**), up to a maximum of \$100,000 for each **child abduction**. Any payment **we** make will be excess of any collectable benefits **you** or a **family member** may be entitled to under any disability allowance or insurance, workers compensation, unemployment benefit, employee sick pay or other similar salary replacement plan
- related temporary accommodation costs for **you**, a **family member**, or an **insured relative**, who witnessed the **child abduction**, or an **insured relative** who is the parent or legal guardian of the abducted child, including costs incurred up to 60 days after the recovery of the child or confirmation of the child's **loss of life**, up to a maximum of \$25,000 for each **child abduction**;
- up to a maximum of \$100,000, when incurred within 12 months after a **child abduction** for:
  - a professional public relations consultant;
  - a professional forensic analyst;
  - publicity expenses incurred to locate the abducted children;
  - a professional security consultant.

### Hostage situation

We will pay the costs below incurred with **our** permission as a direct result of a **hostage situation**:

- related rest and recuperation costs for **you** or a **family member** up to a maximum of \$10,000, as prescribed by a **medical practitioner**, psychologist or other authorised mental health professional not related to **you** or a **family member** incurred within 180 days of the **hostage situation**;
- lost personal income during the first 60 days after a **hostage situation**, up to \$50,000 for each person (**you** or a **family member**), up to a maximum of \$75,000 for each **hostage situation**. Any payment **we** make will be excess of any collectable benefits **you** or a **family member** may be entitled to under any disability allowance or insurance, workers compensation, unemployment benefit, employee sick pay or other similar salary replacement plan
- non-refundable expenses incurred by **you** or a **family member** for **your** scheduled trip, up to a maximum of \$25,000, for each **hostage situation**, for the following:
  - additional accommodation or transportation to bring **you** or a **family member** to the original destination if **you** or a **family member** missed the original departure;
  - additional accommodation or transportation to bring **you** or a **family member** to the return destination, or to travel from the place where the trip was interrupted to the place where **you** or a **family member** can rejoin the trip; and
  - the unused portion of land, sea, or air arrangements or accommodations that **you** or a **family member** paid as part of the trip due to the scheduled trip's cancellation or interruption caused by a **hostage situation**.

### Kidnap costs

**We** will pay up to \$200,000 towards the reasonable costs for the following kidnap costs **you** or a **family member** incurs solely and directly as a result of a **kidnap and ransom incident**.

- a professional negotiator;
- a professional security consultant;
- a professional security guard service;
- a professional public relations consultant;
- advertising, communications and recording equipment;
- travel, meals, lodging and phone costs incurred by **you** or a **family member**;
- related medical, cosmetic, psychiatric and dental costs incurred outside Australia by the kidnapped person within 12 months from that person's release;
- a professional forensic analyst;
- legal advisers' costs;
- earnings lost by **you** or a **family member**, up to \$500 a day, to a maximum of \$20,000 in total which is included within and not in addition to the above amount **we** will pay following a **kidnap**.

### Personal intimidation

**We** will pay the costs below incurred with **our** permission as a direct result of **personal intimidation**:

- related professional security consultant and security guard services up to a maximum of \$10,000;
- improving the security at **your residences** in **your schedule** up to a maximum of \$10,000;
- related temporary relocation costs up to a maximum of \$10,000;

The maximum **we** will pay for all **personal intimidation** costs per **period of insurance** is \$25,000.

### Terrorism or An active assailant

**We** will pay the following costs incurred with **our** permission as a result of **you** and / or a **family member** being a direct **victim** of a **terrorism** or **active assailant loss**:

- related rest and recuperation expenses for **you** or a **family member** who witnessed the **terrorism** or **active assailant**, up to a maximum of \$10,000 for each **terrorism** or **active assailant**, as prescribed by a **medical practitioner**, psychologist or other authorised mental health professional not related to **you** or a **family member** when incurred within 180 days after the **terrorism** or **active assailant**;
- lost personal income after **terrorism** or **active assailant**, up to \$50,000 for each person (**you**, a **family member** or an **insured relative**), up to a maximum of \$75,000 for each **terrorism** or **active assailant**. Any payment **we** make will be excess of any collectable benefits **you** or a **family member** may be entitled to under any disability allowance or insurance, workers compensation, unemployment benefit, employee sick pay or other similar salary replacement plan
- related temporary accommodation costs for **you**, a **family member**, to be located closer to the medical centre where the **victim** is receiving medical treatment, up to a maximum of \$10,000 for each **terrorism** or **active assailant**.

## Family Safeguard Cover - Additional Covers

These covers are included in **your Family Safeguard Cover**, up to the corresponding **amount insured** shown below or in the **schedule**, and are in addition to all other cover that **we** provide under **Family Safeguard Cover**, unless stated otherwise in **your policy** or an exclusion applies.

Where a **victim** is entitled to cover under more than one benefit under this section **we** shall only pay the single largest applicable benefit that provides the **victim** with the most advantageous benefit that is applicable to them.

If more than one **victim** is entitled to cover under this section for any one **accidental death and dismemberment loss**, the total amount **we** will pay will not exceed \$150,000 regardless of how many people are involved in that loss.

### How we will settle your claim

#### Accidental death and dismemberment loss

**We** will pay the **Additional Covers** below for each victim up to a maximum of \$150,000 in total for all **victims** involved.

The **accidental death and dismemberment loss** amount for **loss of life** will be paid to the **beneficiary**.

The **accidental death and dismemberment loss** amount other than for **loss of life** will be paid to the **victim**. If a **victim** dies or has multiple **dismemberment losses** resulting from **air rage, aggravated assault, aggravated burglary, carjacking, child abduction, hostage situation, road rage, terrorism or active assailant incident**, **we** will only pay the single largest **accidental death and dismemberment loss** amount that applies to the **accidental death and dismemberment losses**.

If multiple **victims** suffer an **accidental death and dismemberment loss** in the same **air rage, aggravated assault, aggravated burglary, carjacking, child abduction, hostage situation, road rage terrorism or active assailant incident**, **we** will not pay more than \$150,000 in total for all such **victims**.

If any **air rage, aggravated assault, aggravated burglary, carjacking, child abduction, hostage situation, road rage, terrorism or active assailant incident** results in multiple **accidental death and dismemberment loss** amounts which exceed \$150,000 in total, the **amount insured** of \$150,000 will be divided proportionately based on each applicable **accidental death and dismemberment loss**.

Loss of life	\$75,000
Loss of speech and Loss of hearing	\$75,000
Loss of speech or Loss of hearing and one of the following: Loss of hand, Loss of foot, Loss of sight of an eye	\$75,000
Loss of both hands	\$50,000
Loss of both feet	\$50,000
Loss of sight of both eyes	\$50,000
Loss of a combination of any two of the following: Loss of hand, Loss of foot, Loss of sight of an eye	\$50,000
Loss of speech	\$25,000
Loss of hearing	\$25,000;
Loss of one hand	\$25,000;
Loss of one foot	\$25,000;
Loss of sight of an eye	\$25,000;
Loss of thumb and index finger	\$25,000;
Mutilation	\$25,000

#### Home modification

**We** will pay up to \$25,000 for **home modification costs** if **you** or a **family member** suffer a permanent physical injury solely and directly as a result of an **air rage, aggravated assault, aggravated burglary, carjacking, child abduction, hostage situation, road rage, terrorism or active assailant incident**.

**We** will not pay more than this for **home modification costs** for an **air rage, aggravated assault, aggravated burglary, carjacking, child abduction, hostage situation, road rage, terrorism or active assailant incident** regardless of how many policies or people are involved.

## Exclusions which apply to Family Safeguard Cover

These exclusions apply to **your Family Safeguard Cover**, including the **Additional Covers** unless stated otherwise.

### Acts of particular people

We do not cover any loss caused by:

- **you** or a **family member**;
- **insured relative** or a family relative;
- a guardian or former guardian of **you**, a **family member**, **insured relative** or a family relative;
- an estranged spouse or former spouse of **you**, a **family member**, **insured relative** or family relative;
- a domestic partner or former domestic partner of **you**, a **family member**, **insured person** or a family relative;
- any person unrelated to **you** or a **family member**, other than a domestic employee or residential staff, who live with **you** or ever lived with **you** for 6 or more months;
- a relative, guardian or former guardian of an abducted child in **your** or a **family member's** care;
- a civil authority; or
- any person acting on behalf of any of the above, whether acting alone or in collusion with others.

### Childbirth or miscarriage

We do not cover any claim or loss caused by childbirth or miscarriage.

### Childcare

We do not cover any child abduction claim or **accidental death and dismemberment** loss for children in **your** or a **family members** care when:

- **You** or a **family member** is participating in any organised activity with or in association with any organisation or entity;
- **You** or a **family member** is providing child care as a home day care provider;
- **You** or a **family member** is providing care as an employee or volunteer of a for-profit or not for-profit entity for the care of children.

### Hostage situation

We do not cover any claim or loss for a **hostage situation** with a scheduled departure, layover, or destination point that is on the Australian Government Department of Foreign Affairs and Trade list of destinations to which **you** should not travel or to which **you** should reconsider **your** need to travel.

### Intentional acts

We do not cover any claim, **loss of life** or **bodily harm** caused by the **victim's**

- suicide or attempted suicide; or
- **bodily harm** that is intentionally self-inflicted.

### Kidnap costs

We will not pay any costs incurred due to any **kidnap incident** caused by:

- **you** or a **family member**;
- an **insured relative**;
- any guardian, or former guardian of **you** or a **family member**;
- domestic partners, estranged partners, or former partners of **you** or a **family member**;
- any person unrelated to **you** or a **family member** who lives with **you** or has lived with **you** for more than 6 months, other than domestic employees or persons employed by **you** for farm work;
- a civil authority; or
- any person acting on behalf of any of the above, whether acting alone or in collusion with others.

We do not cover any claims resulting from **you** or a **family member** traveling to a place listed by the Australian Government Department of Foreign Affairs and Trade as places to which **you** are advised not to travel or to reconsider **your** need to travel.

These destinations can be found online at [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au).

### Medicare benefit

We will not pay **medical costs** incurred in regard to the rendering in Australia of a professional service for which a Medicare benefit is payable, nor which **we** are prohibited by law from paying by virtue of the National Health Act 1953 (Cth), Health Insurance Act 1973 (Cth), Private Health Insurance Act 2007 (Cth) and Private Health Insurance (Health Insurance Business) Rules 2010 or any similar or successor legislation.

### Misconduct by you or a family member

We do not cover loss arising from or attributable to any dishonest, fraudulent, criminal, malicious or intentional act, error or failure to act, or any intentional or knowing violation of the law by **you**; or a **family member**, **insured relative** or a family relative; or activity intended to realise a benefit or financial gain in which **you** or a **family member** is not legally entitled.

### Prior knowledge

We do not cover loss arising out of any act or circumstance that could reasonably be expected to lead to a claim under this part of **your policy** and which **you** or a **family member** first discovered, or were first made aware of, prior to the effective date of **your policy**.

### Holding a public office

We do not cover any costs arising out of the pursuit or holding of an elected public office.

### Rest and recuperation costs

We do not cover costs when prescribed by a counsellor, **medical practitioner**, psychologist or other authorised mental health professional who is related to **you**, a **family member** or an **insured relative**.

### Vehicles used for a fee

We do not cover loss arising out of **your**, a **family member's** or an **insured relative's** ownership or operation of a vehicle while it is being used to carry people or property for a fee.

# Personal Liability Cover

## Definitions for this Section of cover

<b>Aircraft</b>	Any device used or designed for flight except model aircraft or <b>Remote Piloted aircraft (RPAs)</b> which are not used or designed to carry people or cargo.
<b>Damage to property</b>	Physical damage to or destruction of or loss of tangible property, including its loss of use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits, and similar instruments, but does not include the value represented by such instruments.
<b>Electronic contents</b>	Non recoverable purchased eBooks, software, application software, music and movie files.
<b>Home business liability</b>	<b>Personal injury</b> or <b>damage to property</b> arising out of the physical condition of the location shown in <b>your schedule</b> where <b>you</b> or a <b>family member</b> are legally operating a business or carrying out activities associated with that business provided that: <ul style="list-style-type: none"><li>• <b>you</b> do not have any employees involved in <b>your business</b> or its activities that <b>business</b> who are subject to workers' compensation legislation or similar compensation or disability laws;</li><li>• If <b>you</b> are a home day care provider, <b>your</b> annual gross revenue from this is less than \$5,000;</li><li>• there is no other valid and collectible insurance.</li></ul>
<b>Incidental business at home</b>	A business or business activity other than <b>incidental farming</b> , conducted in whole or in part at the location in <b>your schedule</b> which must: <ul style="list-style-type: none"><li>• not yield gross revenues in excess of \$25,000 in any year, except for the business activity of managing one's own personal investment, regardless of where the revenues are produced;</li><li>• have no employees subject to workers' compensation legislation or other similar compensation or disability laws; and</li><li>• conform to local, state and federal laws.</li></ul>
<b>Incidental business away from home</b>	A self-employed sales activity, or a self-employed business or business activity normally undertaken by persons under the age of 18 such as newspaper delivery, babysitting, caddying and lawn care. Any of these activities must: <ul style="list-style-type: none"><li>• not yield gross revenues in excess of \$10,000 in any year;</li><li>• have no employees subject to workers' compensation legislation or other similar compensation or disability laws; and</li><li>• conform to local, state and federal laws.</li></ul>
<b>Incidental farming</b>	A farming activity, which meets all of the following requirements: <ul style="list-style-type: none"><li>• it is incidental to <b>your</b> use of <b>your</b> location as <b>your residence</b>;</li><li>• does not involve employment of others for more than 1,500 hours during the <b>period of insurance</b>; and</li><li>• does not produce more than \$50,000 in gross annual revenue from agricultural operations</li></ul> and with regard to the raising or care of animals: <ul style="list-style-type: none"><li>• does not produce more than \$50,000 in gross annual revenues;</li><li>• does not involve more than 50 sales transactions during the <b>period of insurance</b>; and</li><li>• does not involve the sale of more than 50 animals during the <b>period of insurance</b>.</li></ul>
<b>Insured person</b>	Any person named on the <b>policy schedule</b> that isn't <b>you, your</b> or a <b>family member</b> .
<b>Insured relative</b>	The following relatives of <b>you</b> and the spouse or partner that lives with <b>you</b> : <ul style="list-style-type: none"><li>• children, their children or other descendants of theirs;</li><li>• parents, grandparents or ancestors of theirs, including adoptive parents, step-parents and step-grandparents; or</li><li>• siblings, their children or descendants of theirs;</li></ul> who do not live with <b>you</b> , including spouses or domestic partners of all the above.
<b>Loss of eye</b>	The total and irrecoverable loss of sight in one or both eyes.
<b>Loss of limb</b>	The permanent total loss of function of a hand or both hands or the permanent total loss of function of a foot or both feet as determined by a <b>medical practitioner</b> .
<b>Personal information</b>	The following non-public or private information: <ul style="list-style-type: none"><li>• a natural person's name, mailing address, email address, telephone number, tax file number, medical or healthcare data, biometric records, other protected health information, driver's license number, or passport;</li><li>• personal bankcard, credit card, debit card or account numbers in combination with associated security codes, access codes, passwords or pins, or account histories; or</li><li>• emails, text messages, voice or other electronic or digital messaging, internet browsing history, or personal photos or videos that can reasonably be assumed to remain private.</li></ul>

**Personal injury**

The following injuries and death resulting from the injuries:

- **bodily injury;**
- shock, mental anguish, or mental injury;
- false arrest or wrongful detention;
- wrongful entry or eviction;
- malicious prosecution or humiliation; and
- libel, slander, defamation of character, or invasion of privacy.

**Property damage**

Physical injury to or destruction of tangible property, including the loss of its use.

**Registered vehicle**

Any motorised land vehicle not described in **unregistered vehicle**.

**Remotely piloted aircraft (RPA)**

An **RPA** as defined by Civil Aviation Safety Regulations (CASR) 1998 and associated legislation, as amended from time to time when used solely for recreational purposes and when used in accordance and when used in accordance with the recreational drone safety rules determined by the Civil Aviation Safety Authority (CASA) and published on the CASA website [www.casa.gov.au/rpa](http://www.casa.gov.au/rpa).

**Unregistered motorised land vehicle**

Any motorised land vehicle not designed for or required to be registered for use on public roads.

## Personal Liability Cover

Personal Liability Cover only applies to **your policy** if shown in **your schedule**.

This part of **your policy** provides cover for personal liability **you** or a **family member** may be held legally responsible anywhere in the world. **We** cover damages an **insured person** is legally responsible to pay for **personal injury** or **property damage** which take place in the **period of insurance** caused by an **incident**, unless stated otherwise in **your policy** or an exclusion applies.

### How we will settle your claim

#### Amount insured

The **amount insured** for liability is shown in **your schedule**.

The **amount insured** in **your schedule** is the maximum **we** will pay on **your** behalf for any one **incident** during the **period of insurance**, irrespective of how many claims, **residences** or people are involved.

The maximum **we** will pay for any loss arising out of the use of a **Remote Piloted Aircraft** is \$2,500,000. **We** will not pay for any loss arising out of the use of a **Remote Piloted Aircraft** where the **Remote Piloted Aircraft** is being used outside of Australia.

Any costs **we** pay for legal costs (see defence Covers) are in addition to the **amount insured** for liability.

#### Defence Cover

**We** cover legal defence costs and legal expenses incurred by an **insured person** with **our** prior written consent. In jurisdictions where **we** may be prevented by local law from providing legal defence covers, **we** will only pay those legal defence expenses that **we** agree in writing to pay and are incurred by **you**.

## Personal Liability - Additional Covers

These covers are included, up to the corresponding **amount insured** shown below or in the **schedule**, in **your Personal Liability Cover** in addition to the **amount insured** unless stated otherwise or an exclusion applies.

#### Credit cards, forgery and counterfeiting

**We** cover **you** or a **family member's** legal obligation, up to a total of \$50,000 for

- loss or theft of a charge, cash or banker's card issued in the name of **you** or a **family member**, provided that the terms for using the card are complied with;
- loss caused by alteration or forgery of any cheque or negotiable instrument; or
- loss caused by accepting in good faith any counterfeit paper currency.

**We** will defend a claim or action against **you** or a **family member** for loss or theft of a charge, cash, or banker's card. At **our** option, **we** may defend a claim or suit against **you** or a **family member** for forgery or counterfeiting. **We** may investigate, negotiate, and settle any claim or suit at **our** discretion.

**Our** obligation to defend ends when **our** payment for the loss reaches \$50,000.

#### Golfers Cover

**We** cover **you** or a **family member** for the following costs whilst playing golf or participating in any activity at a golf club, anywhere in the world, unless stated otherwise or an exclusion applies:

#### Third party damage

**We** cover **property damage** to another person's property by an insured person, regardless of legal liability.

#### Personal accident

In the event that **you** or a **family member** suffers **bodily injury** whilst playing golf which results in their:

- death
- **loss of limb(s)**; or
- **loss of eye(s)**,

**We** will pay **you** or a **family member**, or in the event of death their estate, \$25,000 (or less for a minor if limited by law). **We** will not pay more than \$25,000 for any one **incident**. **Death, loss of limb(s), or loss of eye(s)** must occur within 12 months of the date of the **incident**.

#### Hole in one

**We** cover up to \$1,000 for any costs incurred in the event of a '**hole in one**' being achieved by **you** or a **family member** during an official competition round. **Your** scorecard and certification from **your** club or a match secretary must be submitted to **us** if **you** wish to make a claim under **your policy**.

**We** will not pay more than \$2,000 in total per **period of insurance**.

There is no **excess** applicable to this cover.



## Identity theft

**We** cover certain costs up to \$150,000 due to a dispute arising from the use of **your** or a **family member's** personal information, without **your** or a **family members** permission, to commit fraud or a crime. If **you** or a **family member** being subjected to an identity theft **incident we** cover the following:

- costs for notarising affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- costs of sending certified mail to law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- loan application fees for re-applying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
- telephone costs for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- up to \$500 a day and \$10,000 in total for earnings lost due to taking time off work to complete fraud affidavits, meet law enforcement agencies, credit agencies, merchants or legal counsel;
- reasonable legal costs incurred with prior notice to **us** for:
  - the defence of **you** or a **family member** against any suits by businesses or collection agencies;
  - removal of criminal or civil judgements wrongly entered against **you** or a **family member**; and
  - any challenge to the information in **your** or a **family member's** consumer credit report.

## Exclusions which apply to Personal Liability Cover

These exclusions apply to **your Personal Liability Cover**, including **Additional Covers**, unless stated otherwise. The words caused by mean any loss or **damages** which are contributed to, made worse by, or in any way results from the circumstance described.

<b>Aircraft</b>	<b>We do not cover your or a family members liability</b> arising out of the ownership, possession or use of any aircraft.
<b>Business</b>	<b>We do not cover your or a family members liability</b> arising out of any business, investment or other profit seeking activities. <b>We do cover damages</b> insured under this <b>policy</b> arising out of: <ul style="list-style-type: none"><li>• volunteer work for an organised and registered charitable, religious or community group;</li><li>• a residential investment property which is listed in <b>your schedule</b>;</li><li>• an <b>incidental business away from home</b>;</li><li>• an <b>incidental business at home</b>;</li><li>• <b>incidental farming</b>, or</li><li>• <b>home business liability</b>, but not any liability or consequences resulting from the performance or non-performance of associated activities or any other professional care or services,</li></ul> unless another exclusion applies. <p>With regard to <b>incidental farming we do not cover any actual or alleged damages</b> arising out of the discharge, dispersal, seepage, migration or release or escape of <b>pollutants</b>.</p> <b>We do not cover any cost or expense</b> arising out of any request, demand or order to: <ul style="list-style-type: none"><li>• extract <b>pollutants</b> from land or water;</li><li>• remove, restore or replace polluted or contaminated land or water; or</li><li>• test for, monitor, clean up, remove, contain, treat, detoxify or neutralise <b>pollutants</b>, or in any way respond to or assess the effects of <b>pollutants</b>.</li></ul> <b>We do not cover your or a family members liability</b> arising out of any <b>business</b> or professional care or service performed or not performed.
<b>Contractual liability</b>	<b>We do not cover any damages</b> arising from a contract or agreement, whether written or not, which imposes a liability which would not have existed without the contract or agreement.
<b>Damage to property</b>	<b>We do not cover your or a family members liability</b> for loss or damage to property which belongs to <b>your</b> or a <b>family member</b> or is in <b>your</b> or a <b>family members</b> care other than physical damage to property for which <b>you</b> are legally liable to the owner as a tenant.
<b>Dangerous dogs</b>	<b>We do not cover your or a family members liability</b> arising from the ownership, use, or possession of a dog which is considered to be a restricted breed and prohibited from importation into Australia under the Australian Customs Act 1901 and any amended legislation, or is considered to be a restricted breed under any legislation.
<b>Director's liability</b>	<b>We do not cover your or a family members liability</b> arising from any actions or failure to act as an officer or member of a board of directors of any corporation or organisation. <p><b>We do cover damages</b> if <b>you</b> or a <b>family member</b> is:</p> <ul style="list-style-type: none"><li>• an officer or member of a board of directors of a body corporate strata title association; or</li><li>• not compensated as an officer or director of a not-for-profit corporation or organisation</li></ul> unless another exclusion applies.
<b>Discrimination</b>	<b>We do not cover your or a family members liability</b> arising out of discrimination due to age, race, colour, sex, national origin or any other form of discrimination.
<b>Disease</b>	<b>We do not cover damages</b> arising directly or indirectly from any disease, illness or virus that <b>you</b> or a <b>family member</b> pass on to another person
<b>Domestic employees</b>	<b>We do not cover any damages or compensation you or a family members</b> is legally obligated to provide under any workers compensation, disability benefits or other similar laws.
<b>Financial performance</b>	<b>We do not cover your or a family members liability</b> arising from any financial guarantee of their financial performance or of any other individual or organisation.
<b>Large watercraft</b>	<b>We do not cover your or a family members liability</b> arising out of the ownership, possession, use or towing of any watercraft 8 metres or longer or with more than 50 horsepower owned or controlled, directly or indirectly, by <b>you</b> or a <b>family members</b> , or any watercraft furnished or rented to <b>you</b> or a <b>family members</b> for longer than 30 days. <p><b>We do cover watercraft</b> being stored unless another exclusion applies.</p>
<b>Molestation</b>	<b>We do not cover your or a family members liability</b> arising out of any actual, alleged or threatened sexual molestation, sexual misconduct or harassment or abuse

<b>Motorised land vehicles</b>	<p><b>We</b> do not cover <b>your</b> or a <b>family members</b> liability arising out of the ownership, possession or use of any motorised land vehicle. This includes any trailers or watercraft being towed by or carried on any <b>registered vehicle</b>.</p> <p>This exclusion does not apply to:</p> <ul style="list-style-type: none"> <li>• <b>unregistered motorised land vehicles</b> used solely at the location shown in <b>your schedule</b>;</li> <li>• <b>unregistered motorised land vehicles</b> used to assist the disabled;</li> <li>• battery powered bicycles which comply with Australian legislation and which do not require registration for use on public roads;</li> <li>• unregistered golf carts; or</li> <li>• quad bikes and motorcycles with an engine capacity of less than 51cc used within the grounds of a location shown in <b>your schedule</b> and not registered for road use.</li> </ul>
<b>North America</b>	<p><b>We</b> do not cover <b>your</b> or a <b>family members</b> liability arising out of any act or incident which happens in the United States of America or Canada if <b>you</b> or a <b>family member</b> have been in either or both of those countries for more than 90 days in total during the <b>period of insurance</b>.</p>
<b>Permitted and non-permitted use</b>	<p><b>We</b> do not cover <b>your</b> or a <b>family members</b> liability arising from <b>you</b> or a <b>family members</b> permitting the use of a motorised land vehicle, watercraft, <b>aircraft</b> or <b>RPA</b> by any person.</p> <p><b>We</b> do not cover any person who uses a motorised land vehicle, watercraft, <b>aircraft</b> or <b>RPA</b> without the permission of <b>you</b> or a <b>family member</b>.</p> <p><b>We</b> do not cover <b>your</b> or a <b>family members</b> liability arising from <b>you</b> or a <b>family members</b> permitting the use of a motorised land vehicle, watercraft, <b>aircraft</b> or <b>RPA</b> by any person.</p>
<b>Personal Injury</b>	<p><b>We</b> do not cover <b>your</b> or a <b>family members</b> liability for <b>personal injury</b>, or care or services connected with any <b>personal injury</b>, which <b>you</b> or a <b>family member</b> or their dependants where the ultimate <b>beneficiary</b> is the offending party or defendant. <b>We</b> also do not cover <b>your</b> or a <b>family members</b> liability for <b>personal injury</b>, or care or services associated with any Personal Injury, for which <b>you</b> or a <b>family member</b> can be held legally liable, in any way, to a spouse, a <b>family member</b>, a person who lives with <b>you</b>, or a person named in <b>your schedule</b>. <b>We</b> also do not cover <b>your</b> or a <b>family members</b> liability for <b>personal injury</b> for which a spouse, <b>family member</b>, or a person who lives with <b>you</b>, or a person named in <b>your schedule</b> can be held legally liable, in any way, to <b>you</b> or a <b>family member</b>.</p>
<b>Pollution</b>	<p><b>We</b> do not cover any liability <b>you</b> incur caused by or resulting from a <b>pollutant, contaminant</b>, smog, or industrial or agricultural smoke unless it is caused by a sudden, identified, unexpected and unforeseen <b>accident</b> happening in its entirety at a specific moment in the <b>period of insurance</b> in the grounds of a <b>residence</b> in <b>your schedule</b>. <b>You</b> must tell <b>us</b> about the <b>accident</b> as soon as possible but not later than 30 days after the end of the <b>period of insurance</b> and <b>you</b> prove to <b>us</b> that the pollution or contamination was caused immediately after the <b>accident</b> by a sudden, unexpected and identifiable release of a <b>pollutant</b> or <b>contaminant</b>.</p>
<b>Pools and spas</b>	<p><b>We</b> do not cover <b>your</b> or a <b>family members</b> liability arising out of any pool or spa failing to comply with any minimum safety measures required by building regulation or code applicable in the State or Territory where the pool or spa is located to the extent that such failure contributes to the loss.</p> <p>Information on pool and spa fencing regulations can be found by contacting <b>your</b> local council, State government or on the website of the Swimming Pool and Spa Association <a href="http://www.spasa.com.au">www.spasa.com.au</a>.</p>
<b>Professional services</b>	<p><b>We</b> do not cover <b>your</b> or a <b>family members</b> liability for <b>you</b> or a <b>family member</b> performing or failure to perform professional services or for professional services for which <b>your</b> or a <b>family members</b> liability are legally responsible or licensed.</p>
<b>Public office</b>	<p><b>We</b> do not cover <b>your</b> or a <b>family members</b> liability arising out of <b>your</b> or a <b>family members</b> pursuit or holding of an elected public office period.</p>
<b>Racing</b>	<p><b>We</b> do not cover <b>your</b> or a <b>family members</b> liability arising out of the participation in or practice for competitive racing of any <b>motorised land vehicle</b>, watercraft, <b>aircraft</b> or <b>RPA</b>.</p> <p><b>We</b> do cover sailboat racing even if the sailboat is equipped with an auxiliary motor.</p>
<b>Remote Piloted Aircraft (RPA)</b>	<p><b>We</b> do not cover <b>your</b> or a <b>family members</b> liability arising out of the ownership, maintenance or use of any <b>RPA</b>, including drones or similar unmanned devices where:</p> <ul style="list-style-type: none"> <li>• the <b>RPA</b> is being operated outside of Australia or New Zealand;</li> <li>• the <b>RPA</b> is not being used in accordance with the recreational drone safety rules as determined by the Civil Aviation Safety Authority (CASA);</li> <li>• the <b>RPA</b> is being used by an operator who requires CASA authorization;</li> <li>• the <b>RPA</b> is being used in restricted airspace as determined by CASA or other governmental agency whether on a local, State or Federal level including any temporary flight restrictions;</li> <li>• the <b>RPA</b> is not being used in accordance with any local, State or Federal legislation.</li> </ul> <p><b>We</b> also do not cover <b>your</b> or a <b>family members</b> liability for damage to an aircraft including any resulting damages, whether the <b>RPA</b> actually makes contact with the <b>aircraft</b> or not.</p>

### Smoke alarms

**We** do not cover **your** or a **family members** liability arising out of **your** or a **family members residence** failing to comply with any minimum safety measures required by building regulation or code applicable in the State or Territory where the **residence** is located to the extent that such failure contributes to the loss.

Information on smoke alarm regulations can be found by contacting **your** State government or fire service.

### Supervision

**We** do not cover **your** or a **family members** liability arising from entrustment of property, the failure to supervise or the negligent supervision of any person, or any parental or ownership liability arising from a criminal act.