

# HOME & CONTENTS

### PRODUCT DISCLOSURE STATEMENT

Effective date – 1 May 2023



#### **SUMMARY OF WHAT YOU ARE COVERED FOR-**

#### **INSURED EVENTS**

We will cover you for loss and damage as a result of the following insured events:

## Burglary, theft or attempted burglary or theft

Up to *your* sum insured. For more details see page 29.

## Burglary or theft by a *tenant* or their guest

Up to *your* sum insured. For more details see page 29.

#### Clean-up following death

Up to \$20,000. For more details see page 29.

#### Contents in the open air

Up to \$3,000. For more details see page 30.

#### **Credit card or ATM card cover**

Up to \$1,000. For more details see page 30.

#### Cyclone, storm and water runoff

Up to *your* sum insured. For more details see page 31.

#### Damage by an animal

Up to *your* sum insured. For more details see pages 31-32.

#### Earthquake or tsunami

Up to *your* sum insured. For more details see page 32.

#### **Escape of water or liquids**

Up to *your* sum insured. For more details see pages 32-33.

#### **Exploratory costs of a leak**

Up to \$1,000. For more details see page 33.

#### **Explosion**

Up to *your* sum insured. For more details see page 33.

#### **Fatal injury compensation**

Up to \$10,000 per person. For more details see page 34.

#### Fire (including bushfire)

Up to *your* sum insured. For more details see page 34.

#### Flood (including water runoff)

Up to *your* sum insured. For more details see pages 34-35.

#### **Garden and plants**

Up to \$1,000. For more details see page 35.

#### Glass

Up to *your* sum insured. For more details see pages 35-36.

#### **Impact**

Up to *your* sum insured. For more details see page 36.

#### Legal liability

Up to \$20,000,000. For more details see pages 47-48.

#### Lightning

Up to *your* sum insured. For more details see page 37.

#### Loss of rent

Up to 10% of the *home* sum insured. For more details see page 37.

## Malicious damage by a tenant or their guest

Up to \$20,000 per *policy* term. For more details see pages 37-38.

## Malicious damage, intentional damage or damage by vandals

Up to *your* sum insured. For more details see page 38.

#### **Matching repairs**

Up to \$1,000. For more details see page 38.

#### **Mitigation improvements**

Up to \$10,000. For more details see page 38.

#### Mortgage discharge cost

Up to \$1,500. For more details see page 39.

#### **Motor burnout**

Up to 15 years. For more details see page 39.

#### Moving to a new address

Up to 14 days. For more details see page 40.

#### Paraplegia or quadriplegia assistance

Up to \$20,000. For more details see page 40.

#### Removal of debris and rebuilding costs

Up to 25% of *your* sum insured in addition to *your* sum insured. For more details see pages 40-41.

#### Replacement of locks

Up to \$1,000. For more details see page 41.

#### **Riot or civil commotion**

Up to *your* sum insured. For more details see page 41.

#### Spoilage of food and medication

Up to \$750. No excess will apply if the loss is a direct result of a bushfire, cyclone or flood.
For more details see pages 41-42.

#### Storm surge

Up to your sum insured or up to 10% of your home sum insured for loss and damage to paths, driveways, gardens, paving, freestanding and retaining walls. For more details see page 42.

#### **Supplementary living expenses**

Up to \$10,000. For more details see pages 42-43.

#### **Temporary accommodation**

Up to 18 months or 10% of your sum insured. Plus, up to \$2,000 for your dog or cat. For more details see page 43.

#### **Temporary removal of contents**

Up to 90 days. For more details see page 43.

## Temporary storage of undamaged contents

Up to 18 months or 10% of the sum insured. For more details see pages 43-44.

#### **Unfixed building materials**

Up to \$1,000. For more details see page 44.

#### **Visitors' contents**

Up to \$1,000. For more details see page 44.

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#### **WELCOME TO SURE INSURANCE**

#### **PURPOSE OF THIS POLICY**

This *policy* is intended to cover *you* for loss, damage and legal liability against sudden, unforeseen and unexpected events as specified in this Product Disclosure Statement (PDS), that result in loss and damage to the insured *home* and/or *contents*.

It is not a maintenance *policy*, nor a substitute for maintenance of the insured *home* and *contents*. It is not intended or designed to cover:

- items that have a limited expected life span such as grout, sealants, waterproof membranes, and other perishable materials that breakdown and deteriorate with age, usage or environmental factors;
- loss or damage resulting from a gradual process of deterioration, of which you were aware or should have been aware and in respect of which you did not take any or any adequate steps to repair or replace the damaged item before the loss or damage occurred, such as corrosion, dripping, fading, leaking, mildew, mould, overflowing, rot, rising damp, rust, splashing or wear and tear.

Maintaining your home in good repair and good condition is one of the most important conditions of your policy. You must ensure your home and contents are watertight, structurally sound, secure and well-maintained, including but not limited to ensuring:

- there are no external holes, loose or missing roofing, mould, termite or white ant damage, rotted or rusted or broken areas of any fence, roof, ceiling, floor or walls;
- there are no gutters, drains, water pipes or tiled areas that leak are blocked or need repair;
- all previous damage has been repaired;
- locks and alarms are maintained in good working condition;
- you take all reasonable care to prevent theft, loss and damage to the property insured under your policy; and
- your home complies with all applicable local government and/ or statutory requirements when construction, alteration or repairs are undertaken including the driveway.

#### YOUR PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (PDS) and any Supplementary PDS (SPDS) are important legal documents that contain details of *your* Sure *Home* and *Contents* Insurance policies. Before *you* decide to buy this product from *us*, please read this PDS carefully. If *you* purchase this product, *your* policy includes *your* PDS and *your* Certificate of Insurance, which shows the insurance details particular to *you*.

Words used throughout this PDS that are highlighted in *italics* are each defined in Words with special meanings - Definitions on pages 69-75.

The information in this PDS is current at the date of preparation. From time to time, we may update some of the information in the PDS that does not materially or adversely affect *you* without notifying *you*. If we need to change the terms and conditions of this PDS we may issue a Supplementary PDS (SPDS).

You can obtain a copy of any updated information by either:

math visiting www.sure-insurance.com.au or

**c**alling *us* on **1300 392 535** 

#### YOUR CERTIFICATE OF INSURANCE

Your Certificate of Insurance states the type of policy you have with us and the specific details that apply to your policy including:

- each policyholder and the insured address;
- the period of insurance;
- the home sum insured and/or the contents sum insured you have chosen;
- any optional extras you have chosen;
- any specified items and the sum insured that applies to each of them;
- any limits and special conditions that apply to your policy;
- the excess you have chosen and any other excesses that may apply;
- the premium you need to pay.

When you take out a new policy, renew a current policy or make a change to your existing policy, we will provide you with a Certificate of Insurance. When you receive your Certificate of Insurance, you should check the details to make sure they are correct and contact us immediately if they require amending.

It is therefore important you notify us of any changes to your email address, phone number or contact preferences.

#### WHO ISSUES YOUR POLICY?

#### For policies with an effective commencement date on or after 01/09/2022:

Financial services in connection with *your* insurance are provided by *us* on behalf of the product issuers *Liberty* Mutual Insurance Company, Australia Branch (ABN 61 086 083 605), a company incorporated under the laws of Massachusetts, USA (the liability of members is limited), trading as *Liberty* Specialty Markets (*Liberty*) and *Pacific* International Insurance Pty Ltd (ABN 83 169 311 193), trading as *Pacific* International (*Pacific*).

Liberty and Pacific both underwrite the Home and Contents insurance cover as set out in this PDS.

Liberty solely underwrites the Legal Liability cover of Home and Contents insurance as set out in this PDS.

Any general advice provided by Sure Insurance relating to this *policy* is provided under its Australian Financial Services Licence (AFSL). Please consider *your* financial situation, needs and objectives and read the PDS and Financial Services Guide (FSG) before deciding whether to buy this insurance from *us*.

In addition, our Target Market Determination (TMD), available on our website or from the insurance broker who arranged this insurance for you, may assist you to understand the class of retail clients for whom this policy has been designed.

#### **SUMMARY OF CHOOSING YOUR COVER**

Your Certificate of Insurance shows the type of cover you have chosen.

#### We offer the following insurance options:

- home insurance only; or
- contents insurance only; or
- both home and contents insurance.

#### You can also choose a number of optional extras, namely:

- accidental damage home; and
- accidental damage contents; and
- specified contents away from the home; and
- unspecified contents away from the home.

An additional *premium* may be charged for any (optional) extras *we* agree to include in *your* insurance cover. *Premium* discounts do not apply to optional extras.

#### WHO IS THE PRODUCT DESIGNED FOR?

The product you select will either provide cover for your home only, your contents only or both your home and contents.

Home cover provides insurance protection for homeowners and those who have a financial interest in the *home* for specified causes of loss and damage and their legal liability in connection with the ownership of their *home*. A retail client can be either an owner-occupier or a landlord who rents out all or part of their *home*. However, not all homeowners fall within *our* target market.

Contents cover provides insurance protection for loss and damage to household contents, furniture, appliances, clothing and specified personal effects, and any legal liability that arises from the ownership of those contents that may occur away from home anywhere in Australia.

More detailed explanations of the target market are set out in the tables below:

#### Home insurance

This product is appropriate for:	This product is not appropriate for:
<ul> <li>Homes that are situated in regional Queensland from Maryborough north to the Cape and west to Mount Isa.</li> </ul>	Homes that are situated outside of regional Queensland.
Homeowners who own and occupy their home.	<ul><li>Unoccupied homes.</li><li>New homes under construction.</li></ul>
	<ul> <li>Homes or units that form part of a Community Title Scheme (strata title scheme).</li> </ul>
	<ul> <li>Caravans, mobile homes or houseboats.</li> </ul>

#### **Contents insurance**

This product is appropriate for:	This product is not appropriate for:
Contents located in a residential home, unit, apartment or townhouse situated in regional Queensland, from Maryborough north to the Cape and west to Mount Isa.	<ul> <li>Contents located in a residential home, unit, apartment or townhouse situated outside of regional Queensland.</li> </ul>
Contents located within a residential home, unit, apartment, or townhouse they either own, rent or occupy as a tenant.	Contents located in a caravan, mobile home, houseboat, hotel, motel, guest house, backpacker or bed and breakfast accommodation, boarding home, private hotel, dormitory, nursing home, or any similar shared accommodation.
	Contents kept in an unoccupied home.

#### **BUSINESS USE - WORKING FROM HOME**

#### Working from a home office - Employed

COVID-19 has affected how many of *us* work, with working from *home* and hybrid working arrangements now a feature of many businesses. What *you* need to know about working from *home* and *your* Sure Insurance *home* and *contents* insurance is explained below.

#### Do I need specific working from a home office insurance?

We provide cover for office equipment, such as computers and printers as standard with *our contents* insurance cover, see Computers and *home* office equipment - up to \$10,000 on page 27 for full details.

If your employer has provided you office equipment to use from home, this should be covered by their business insurance. However, if it is not, and you are legally liable for it whilst at home, it is covered. See Computers and home office equipment - up to \$10,000 on page 27 for full details.

#### What if I have clients or work colleagues coming to my home?

We do not cover *your* legal liability if the loss or damage was caused by or resulted from any *business* activity conducted at the *insured address* or elsewhere. See pages 48-49 for full details.

If you have colleagues or customers attending your home in person for business meetings or any business purposes, you should consider arranging a separate public liability or small business insurance policy.

#### Running a business from home - Self-employed

#### Can I run a business from home?

Our home and contents cover is designed for residential homes and office/administrative style work from a home office.

It is not designed for *farm buildings* or *farm contents*, equipment, manufacturing or production activities or for homes that are used primarily for *business*/commercial purposes.

We do not cover any business stock, trade materials or business money. However, we do cover tools of trade up to \$10,000. See page 27 for full details.

We do not cover your legal liability if the loss or damage was caused by or resulted from any business activity conducted at the *insured address* or elsewhere. See pages 48-49 for full details.

We do not cover your legal liability if the loss or damage was caused by or resulted from any claim relating to workers' compensation or employment, including discrimination, equal opportunity and unfair or wrongful dismissal.

If you have colleagues or customers attending your home in person for meetings or any business purposes, you should consider arranging a separate public liability or small business insurance policy.

#### This product is appropriate for:

#### This product is not appropriate for:

#### Accommodation

- Homeowners/landlords who rent out their property for long-term rental of three months or more.
- Homeowners/landlords who rent out only one room at the insured address for short-term rental of three months or less including Airbnb or similar online booking platforms.
- Any part of the home that is used or occupied as a hotel, motel or boarding or guest house other than a home where only one bedroom is being leased or rented to a paying tenant, guest or boarder.
- Homeowners/landlords who rent out more than one room of their property to two or more unrelated tenants or paying guests.
- Homeowners/landlords who rent out more than one room of their property for shortterm rental of three months or less or for holiday letting, including Airbnb or similar online booking platforms.
- Homeowners/landlords who rent out their property and require additional rent default cover.
- Rented out holiday homes.

#### **Beauty services**

- Hairdressers, makeup artists, nail technicians, spray tanners.
- Tattooists.
- Piercing services.

#### Childcare services

- Casual baby/child-sitting.
- Professional childcare center/services run from the home including professional after-school care.

#### **Commercial properties**

- Cafés, restaurants, offices, shops, warehouses, workshops, run from the home.
- Display homes.

#### **Domestic services**

- Handyman, domestic cleaners.
- Pet groomers, pet walkers, pet minders for less than three pets at any one time.
- Commercial cleaners.
- Pet walkers, pet minders for three or more pets at any one time.

#### This product is appropriate for:

#### This product is not appropriate for:

#### Farming and agriculture activities

- Residential homes on a farm property or hobby farm property.
- Roadside honesty box farm gate fruit, veg, eggs and honey.
- Farm or hobby farm buildings (except for residential homes) or farm contents or equipment.

#### Fitness and wellbeing

- Natural healing therapists, nutritionists, therapeutic masseurs/ses, yoga instructor.
- Personal trainers where your primary place of work is away from home.
- Non-therapeutic massage.
- Gym instructors, personal trainers where your primary place of work is at the home.
- Swimming instructors where *your* primary place of work is at the *home*.
- Individuals or entities associated with the sex industry or brothels.

#### Health and medical services

 Chiropractors, doctors, dentists, physiotherapists, psychologists.

#### Hospitality

- Home baking in non-commercially equipped kitchen.
- Food truck where *your* primary place of work is away from *home*.
- Baking, café, catering, food manufacturing restaurant, where your primary place of work is at the home.

#### IT and media

- IT support, photographer, programmer, project manager, web designer.
- Journalist, freelance writer.
- Social media consultant.

#### Manufacturing

- Cottage industry, costume jewellery, cupcakes, jam, knitting, pottery.
- Cabinet makers, carpenters and wood workers where your primary place of work is in a workshop at the home.
- Clothing, leather and textile manufacturing.
- Ammunition, guns.
- Upholsterers.

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#### This product is appropriate for:

#### This product is not appropriate for:

#### **Professionals and consultants**

- Accountants, architects, graphic designers, home loan advisors, insurance agents, solicitors, barristers, real estate agents, tax agents.
- Bookmakers.

#### Repair and maintenance

- Automotive repair and maintenance, machinery repair and maintenance where your primary place of work is away from the home.
- Automotive repair and maintenance, machinery repair and maintenance where your primary place of work is in a workshop at the home.

#### **Trades**

- Builders, carpenters, electricians, gardeners, landscapers, lawn mowing workers, painters, plumbers, welders where your primary place of work is away from home.
- Builders, carpenters, electricians, gardeners, landscapers, lawn mowing workers, painters, plumbers, welders where your primary place of work is at the home.

#### **Tutors**

- Art, education or music tutors.
- Boxing or martial arts instructors.

#### Wholesale, retail and market stalls

- E-commerce (e.g. eBay, Facebook).
- Garage sales.
- Market stalls where your primary place of work is away from home.
- Ammunition dealers, manufacturers or repairers.
- Gun dealers, manufacturers or repairers.
- Jewellers.
- Market stalls where your primary place of work is at the home.
- Professional stamp or coin dealers.
- Retail stores.

Please contact Sure Insurance or a Sure Authorised Broker if your business is run from the home and does not appear on the list or has not previously been agreed to by us.

#### **SUMMARY OF IMPORTANT INFORMATION**

#### **EXCLUSIONS FOR NEW POLICIES**

We do not insure you for any loss and damage caused by bushfire, storm or rainwater runoff (including cyclone), flood (including water runoff) earthquake or tsunami within the first 72 hours of your policy commencing unless:

- your policy commenced immediately after another policy covering the same property expired; or
- your policy was renewed without a break in cover; or
- you have just purchased the home.

For full details see the General Exclusions on pages 49-53.

#### **COOLING-OFF PERIOD**

Your cooling-off period ends 21 days after this insurance, or a renewal period begins.

You can cancel your insurance within the cooling-off period, providing you have not made a claim on the *policy*, we will refund in full any money you have paid.

You are also able to cancel your insurance cover after the cooling-off period. For full details see Cancellations on page 65.

#### **YOUR RESPONSIBILITIES**

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

Before you take out, renew or alter a policy of insurance with us, you have a duty to take reasonable care not to make a misrepresentation when providing your answer to any question we may ask you in connection with the policy.

Your duty to take reasonable care means you have an obligation to take reasonable care to be honest, accurate and complete in your answers to every question we specifically ask when you apply for, renew or alter your policy.

The information you tell us can affect:

- the amount of your premium;
- whether we will insure you; and
- the application of any special conditions that apply to *your policy*.

If you do not take reasonable care not to make a misrepresentation when answering our questions, we may reduce a claim, refuse to pay a claim, cancel your policy or, if fraud is involved, treat the *policy* as if it never existed.

#### More than one named insured

If there is more than one named insured on *your* Certificate of Insurance, *we* will treat a statement, act, omission, claim, request or direction (including to alter or cancel *your policy*) made by one of the named insureds as a statement, act, omission, claim, request or direction by all the named insureds on *your* Certificate of Insurance. Each person is treated as a joint policyholder and can make any changes to the *policy* other than to remove the name of another insured.

#### You must keep your home in good condition

You must maintain your home and contents in good repair and condition to ensure they are watertight, structurally sound, secure and well-maintained, including but not limited to ensuring:

- there are no external holes, loose, or missing roofing, mould, termite or white ant damage, rotted or rusted or broken areas of fence, roof, ceiling, floor or wall;
- there are no gutters, drains, water pipes or tiled areas that leak are blocked or need repair;
- all previous damage has been repaired;
- locks and alarms are maintained in good working condition;
- *you* take all reasonable care to prevent theft, loss and damage to the property insured under *your policy*; and
- your home complies with all applicable local government and/ or statutory requirements when construction, alteration or repairs are undertaken including the driveway.

#### Not meeting your responsibilities

If you do not meet your responsibilities, we may:

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

#### Changes to your circumstances and other situations that require you to contact us

*You* must tell *us* as soon as possible when any detail on *your* Certificate of Insurance is no longer accurate or complete, or certain events occur. For example:

- there are changes to *your* email address, phone number or contact preferences;
- the insured address or the description of your home is incorrect;
- you purchase a new home;
- you start or intend to operate, or there is any change to, a business activity at the insured address (see Business activity pages 14-16 for more details);
- you let/rent/lease your home to tenants whether full-time, short-term or casually and whether for reward or otherwise;
- you let/rent/lease more than one room at the insured address to two or more unrelated tenants or paying guests;

- the home ceases to be occupied for more than 90 days;
- you commence building, construction, alterations, renovations or repairs at the insured address;
- you intend to demolish your home or have lodged an application to demolish your home or a government authority has issued a demolition order for your home;
- a trespasser or an unauthorised person commences occupying your home;
- you have been charged with or convicted of a criminal act or offence; or
- anything else that a reasonable person would regard as increasing the risk of loss, damage or injury occurring at the insured address.

#### What we will do when you contact us

When you contact us and tell us about any changes to your policy, we may decide to:

- charge an additional premium;
- impose an additional excess; or
- apply a special condition to your policy.

In some cases, we may decide to no longer insure you and will cancel your policy.

We may communicate with you electronically via email or SMS using the contact details you have provided to us.

#### When changing the insured address

When you permanently change your residential address within Australia, we will continue to provide cover for any loss and damage to your contents caused by an insured event that occurs during the period of insurance at both your insured address and your new address for up to 14 days from the date any of your contents first arrive at your new address.

The most we will pay for your contents at any or all locations is the contents sum insured listed on your Certificate of Insurance. All conditions, limits and exclusions referred to in your policy apply to this cover.

You must contact us before the expiration of 14 days from the date any of your contents first arrive at your new address to change your insured address if you want your contents cover to continue. If your contents have been located at your new address for more than 14 days, all cover for your contents under this policy will end unless you have contacted us to change your insured address and we have agreed to continue cover and you have paid us any extra premium we have requested.

As Sure Insurance only offers *home* and *contents* insurance to policyholders in specific regions of Queensland, *you* will need to arrange alternative insurance if *you* no longer reside in one of those regions.

# SUMMARY OF IMPORTANT CLAIMS INFORMATION

This summary lists some of the important information *you* should consider when making a claim with *us*. However, there are other things *you* should be aware of when making a claim. For more details see pages 54-60.

#### **MAKING A CLAIM**

It is important that you contact us as soon as possible after any loss and damage has occurred. You must also take all reasonable steps to prevent any further loss and damage. For more details see pages 54-60.

#### **ESTABLISHING YOUR LOSS**

You will be required to reasonably prove that an insured event covered by your policy has occurred and verify the extent of the loss and damage you have suffered. For more details see pages 54-60.

#### **PROOF OF OWNERSHIP AND VALUE**

We may ask you for proof of ownership or value of your home or contents in the event of a claim. For more details see pages 54-60.

#### **HOW CLAIMS ARE SETTLED**

Depending on the circumstances of your claim, we may decide to repair, replace or rebuild your home and/or contents as new or pay you the reasonable cost to repair, replace or rebuild any home or contents damaged by an insured event.

However, when an item cannot be replaced (such as a painting), we explain how we settle your claim on pages 54-60.

All *policy* limits and amounts in this Product Disclosure Statement include any compulsory government statutory charges, levies, duties, GST or other applicable taxes.

If we pay a claim, we will reduce the amount we pay to you by any Input Tax Credit (ITC) that you or any other person named in the policy is entitled to claim.

#### **EXCESS**

An excess is the amount you have to pay when you make a claim. Depending on the nature of your claim, you may be required to pay more than one excess. Your excess will be applied after any applicable policy limit has been applied.

The excess or excesses that apply to your claim will depend upon the circumstances of the claim. For more details see pages 59-60.

#### **YOUR HOME**

If home is shown on your Certificate of Insurance, we will cover you for loss and damage to your home as a result of an insured event occurring at the risk address shown on your Certificate of Insurance and during the period of insurance including to:

- air conditioners that are permanently wired to the electricity supply;
- boat jetties and boat pontoons, mooring poles and their attachments and accessories that are located within the boundaries of the *insured address* or where part of their structure begins or terminates on the *insured address*;
- ceiling fans and ceiling exhaust fans;
- coverings fixed to ceilings, walls or floors;
- dishwashers that are housed in a purpose-built cupboard or bench;
- fixed aerials, satellite dishes and masts;
- fixed barbecues:
- fixed clotheslines;
- fixed electrical and gas appliances that are permanently wired or connected to the electricity or gas supply;
- fixed external blinds, shade sails and awnings;
- fixed in-ground pools, fixed and built-in above-ground pools, fixed and built-in saunas, fixed and built-in spas, permanently attached hard pool covers, pump motors, filters and any attachments that fit into the filters;
- fixed light fittings;
- fixed solar panels and satellite dishes;
- fixed water tanks:
- garages, carports, self-contained flats, sheds and fixed outbuildings;
- garden borders, *driveways*, paths and paving;
- insulation;
- pergolas, pagodas, decking and fixed gazebos;
- retaining walls;
- service pipes and cables both above and below the ground that are located at your property and for which you are responsible;
- sewerage storage tanks or treatment tanks permanently plumbed into your home;
- tennis courts;
- unfixed home building materials and uninstalled home fittings;
- verandas and balconies; and
- walls, fences (limits apply) and gates that you own or are responsible for.

#### For landlord's fixtures and fittings your home also includes your:

- fixtures and fittings;
- floor coverings and carpets; and
- light fittings, blinds and curtains.

#### WHAT IS NOT INSURED AS YOUR HOME

## The following items are not included or insured as your home under this insurance cover:

- anything defined as contents;
- any part of the home that is used for any business activity not previously agreed to by us;
- any part of the home that is used or occupied as a hotel, motel or boarding or guest house other than a home where only one bedroom is being let, leased or rented to a paying tenant, guest or boarder;
- aircraft, caravans, mobile homes, motor vehicles, tents, rail carriages, trailers, trams or watercraft;
- air conditioners that are not fixed or are attached within a window and are removeable;
- blinds, curtains or drapes;
- buildings under construction;
- carpets, rugs or floating floors;
- dams or reservoirs;
- farm buildings or structures;
- fixed or temporary dead-weight moorings, mushroom moorings or screw-in moorings;
- glasshouses or greenhouses;
- inflatable or portable swimming pools, unfixed freestanding pools, unfixed freestanding spas or their accessories;
- lawns (natural or artificial);
- the land your home is built on;
- plants, trees, shrubs or hedges (unless covered as additional features under Garden and plants. For more details see page 35);
- loose or compacted soil, gravel, pebbles, rocks or granular rubber; and
- any temporary homes or structures.

#### LIMITS FOR HOME COVER

The maximum we will cover you for any one insured event resulting in a claim is the sum insured shown on your Certificate of Insurance unless stated elsewhere in this policy. This includes:

- clean-up following death up to \$20,000 any one event;
- driveways, paths, paving and sealed roads up to 500 metres and to a maximum of 10% of the home sum insured:
- fencing, gates, retaining walls and other walls up to 1,000 metres and to a maximum of 10% of the home sum insured:

- where the fencing, gates, retaining walls and other walls are shared with a neighbouring property, we will pay you the reasonable costs to replace your damaged items up to a maximum of 50% of the repair or replacement cost, up to 1,000 metres and to a maximum of 10% of the home sum insured;
- garden and plants up to \$1,000 for any one event;
- landlord's fixtures and fittings up to 10% of the home sum insured;
- removal of debris and rebuilding costs up to 25% of the home sum insured for any one event;
- replacement of locks up to \$1,000 for any one event;
- temporary accommodation up to 18 months from the date of loss up to a maximum of 10% of the home sum insured for any one event.

If it is not possible to repair, rebuild or replace *your home*, we will pay *you* a cash sum up to the sum insured or *policy* limit, less any applicable excess.

#### YOUR HOME SUM INSURED

Your home sum insured is the amount you choose to cover your home. It is important that you choose a home sum insured that is sufficient to cover the likely cost to rebuild your home as new if it is totally destroyed by an insured event such as a fire.

## We recommend that when you decide on your home sum insured you should consider:

- the likely cost to rebuild your home based on the current cost of materials and labour and not rely only on your home's market value; and
- any additional costs to rebuild your home to comply with current building laws, which may increase the total building costs.

To help you calculate a replacement value for your home, we provide you with a link to a Building Calculator, an initiative of the Insurance Council of Australia and which you can access via our website sure-insurance.com.au.

You can ask us to change your home sum insured at any time. It remains your responsibility to regularly review your sum insured to make sure it provides the right amount of cover for your home.

#### Automatic reinstatement of your home sum insured

Following payment of a claim, other than for a total loss claim, *your* sum(s) insured will remain unchanged unless *you* request otherwise.

#### Increases to your home sum insured at renewal

We will show your home sum insured on each Certificate of Insurance we issue.

If we send you an offer to renew your policy, we will automatically increase the home sum insured by the *uplift rate* to protect your sum insured against the effects of increasing costs.

However, the automatic increase we offer is not a representation by us that your home sum insured is adequate to fully cover any loss and damage to your home.

Although we will automatically offer you that increase in cover, you do not have to accept it. You can also ask us to increase or decrease your home sum insured at any time.

#### YOUR CONTENTS

If contents is shown on your Certificate of Insurance, we will cover you for loss and damage to your contents or contents for which you are legally liable resulting from an insured event occurring at the risk address shown on your Certificate of Insurance during the period of insurance, including to:

- bicycles and their accessories;
- carpets, floating floors and floor coverings;
- clothing and personal effects;
- fixtures or fittings in a residential flat, home unit, townhouse or villa that is owned or
  occupied by you and that does not form part of a home for insurance purposes;
- furniture and furnishings in your home office;
- furniture, antique furniture and furnishings;
- household electrical appliances and light fittings that are not permanently wired to an electricity supply;
- internal blinds, shutters and curtains;
- mobile dishwashers that are not fixed or plumbed in;
- motorbikes, motorised scooters, motorised trikes, trail bikes, mini-bikes, quad bikes, motorised go-karts, all-terrain vehicles up to 250cc that do not require registration or compulsory third-party insurance;
- motorised golf buggies or golf karts that do not require registration or compulsory third-party insurance;
- personal medical aids and mobility equipment, dentures, hearing aids, prescription glasses, walking sticks and crutches;
- potted plants;
- remote-controlled models or toy aircraft, motor vehicles and watercraft;
- ride-on mowers and similar equipment that does not require registration or compulsory third-party insurance;
- surfboards, sailboards, canoes, kayaks and non-motorised surf skis;
- unfixed freestanding above-ground pools, unfixed free standing spas and their pump motors, filters and any attachments that fit into the filters;
- weapons, firearms and/or dangerous weapons registered and stored in accordance with all applicable state and federal legislation, and
- wheelchairs, motorised wheelchairs and mobility scooters.

# IF CONTENTS ARE INSURED IN A PROPERTY OF WHICH YOU ARE THE LANDLORD AND THAT IS RENTED OUT, LANDLORD'S CONTENTS INCLUDES:

- above-ground pools, spas and their pump motors, filters and any attachments that fit into the filters;
- carpets, floating floors and floor coverings;
- fixtures or fittings that do not form part of a home for insurance purposes;
- furniture, antique furniture and furnishings that are not built in;
- household electrical appliances and light fittings that are not permanently wired to an electricity supply;
- internal blinds, shutters and curtains;
- mobile dishwashers that are not fixed or plumbed in;
- household electrical appliances and light fittings that are not permanently wired to an electricity supply;
- internal blinds, shutters and curtains; and
- mobile dishwashers that are not fixed or plumbed in.

## IF CONTENTS ARE INSURED IN A PROPERTY IN WHICH YOU ARE A TENANT OR LOT OWNER OF A STRATA TITLE SCHEME:

Contents also includes any items that are permanently attached to the insured address and that you own and that are not covered by a strata title property, including:

- lino;
- wooden floating floors;
- air conditioners and spas for the sole use of the owner or occupier; and
- fixtures owned by you as a tenant that are removable.

#### WHAT IS NOT INSURED AS CONTENTS

## The following items are not insured as contents or landlord's contents under this insurance cover:

- anything defined as home, but we will cover your contents that are insured in a property that is not a unit and in which you are a tenant;
- aircraft, watercraft, outboard motors or any of their spare parts or accessories other than remote-controlled models, toy aircraft or watercraft;
- bullion, nuggets, precious metal, unset precious or semi-precious gems unless they are used as or form part of jewellery;
- coupons, travel tickets, gift cards or pre-paid tickets of any kind;
- cryptocurrency;
- farm contents;

- lawns (natural or artificial), trees, plants, shrubs or hedges in the ground;
- medical and mobility equipment used for any business activity;
- motor vehicles, caravans, mobile homes, trailers, tractors (other than remotecontrolled model or toy motor vehicles) or any attached accessories;
- pets, domestic animals or livestock;
- shares, securities, bonds or negotiable instruments;
- stock or materials in trade;
- unfixed home building materials or uninstalled home fittings;
- unlicensed, unregistered or illegally possessed firearms, and
- used or applied chemicals, fertilisers or pesticides.

#### **LIMITS FOR CONTENTS COVER**

You may wish to specify certain contents that you believe have a replacement value greater than the limits stated below for loss and damage:

- in your home and referred to in your Certificate of Insurance as specified contents in the home;
- away from your home anywhere in Australia or New Zealand and referred to in your
   Certificate of Insurance as specified contents away from the home.

The maximum we will pay for any one claim arising from an insured event or accidental damage contents claim unless stated elsewhere in this PDS, is the sum insured shown on your Certificate of Insurance or:

**Antiques, art and curios** - up to \$10,000 for each item or set of antiques, paintings, pictures, works of art or curios but not more than \$50,000 for any one event. This limit does not apply to antique furniture, antique jewellery or antique watches.

**Bicycles** – up to \$2,000 for any bicycle including its accessories (not cycling clothing), but not more than \$10,000 for any one event.

**Cameras** - up to \$5,000 for any one event for all cameras, video cameras and photographic accessories.

**Car parts** - up to \$500 for any one event for unattached accessories, spare parts or keys for vehicles, caravans, watercraft or trailers. Theft of these items is only covered if they are in the *home* and the theft results from violent and forcible entry into the *home*.

**Cash** - up to \$500 for any one event including smart cards, phone cards, documents able to be cashed or traded, vouchers, money orders or stamps at their face, or issued value.

**CDs, DVDs and digital media files** - up to \$5,000 for any one event including all CDs, DVDs, records, audiotapes, video tapes or legally obtained digital music or movie files purchased online (for example, via the iTunes Store).

**Collections, sets and memorabilia** - up to \$10,000 for any one event, including stamps, stamp *collections*, collectors' pins, medals and currency no longer in circulation. This limit does not include current cash or currency.

**Computers and home office equipment** - up to \$10,000 for any one event for all computer equipment, photocopiers, fax machines and *home* office equipment that *you* own or for which *you* are legally liable.

**Computer software** - up to \$10,000 for any one event for all legally obtained computer software or electronic game software.

**Contents in the open air** - up to \$3,000 for any one event.

**Credit card or ATM cover** - up to \$1,000 for any one event.

Pot plants - up to \$1,000 for any one event.

**Jewellery or fur** - up to \$5,000 for any piece or set of jewellery, a watch or any fur but not more than \$10,000 for any one event.

**Removal of debris and rebuilding costs** - up to 25% of the *contents* sum insured for any one event.

**Replacement of locks** - up to \$1,000 for any one event.

**Rugs** - up to \$2,000 for each hand-woven carpet or rug but not more than \$10,000 for any one event.

**Spoilage of refrigerated food, frozen food and medicines** - up to \$750 for any one event with no *excess* if the loss is a direct result of a bushfire, cyclone or *flood*.

**Temporary accommodation** - up to 18 months from the date of loss up to a maximum of 10% of the *contents* sum insured for any one event.

**Temporary storage of undamaged** *contents* - up to 18 months from the date of loss up to a maximum of 10% of the *contents* sum insured for any one event.

**Tools of trade** - up to \$2,500 per item up to a maximum of \$10,000 for any one event for tools of trade, including medical, dental or health care equipment. Does not apply to computers and home office equipment.

**Unfixed building materials** - up to \$1,000 for any one event.

If you have paid for Optional Extra - unspecified contents away from home and this is shown on your Certificate of Insurance, we will pay the higher limit shown on your Certificate of Insurance for contents located anywhere in Australia or New Zealand including at the insured address.

If it is not possible to repair, rebuild or replace *your contents*, we will pay *you* a cash sum up to the sum insured or *policy* limit less any applicable *excess*.

#### YOUR CONTENTS SUM INSURED

Your contents sum insured is the amount you choose to cover your contents. It is important that you choose a contents sum insured that is sufficient to cover the likely cost to replace your contents as new if they are totally destroyed by an insured event such as a fire.

To help you calculate a replacement value for your contents, we provide you with a link to a Contents Calculator, an initiative of the Insurance Council of Australia and which you can access via our website sure-insurance.com.au.

You can ask us to change your contents sum insured at any time. It remains your responsibility to regularly review your sum insured to make sure it provides the right amount of cover for your contents.

#### Automatic reinstatement of your contents sum insured

Following payment of a claim, other than for a total loss claim, your sum(s) insured will remain unchanged unless you request otherwise.

#### Increases to your contents sum insured at renewal

We show your contents sum insured on each Certificate of Insurance we issue.

If we send you an offer to renew your policy, we will automatically increase the contents sum insured by the *uplift rate* to protect your sum insured against the effects of increasing costs.

However, the automatic increase we offer is not a representation by us that your contents sum insured is adequate to fully cover the loss and damage to your contents.

Even though we automatically offer you that increase in cover, you do not have to accept it. You can ask us to increase or decrease your contents sum insured at any time.

# INSURED EVENTS - WHAT YOU ARE COVERED FOR

If home and/or contents is shown on your Certificate of Insurance, we will cover you for the following specified events.

#### **BURGLARY, THEFT OR ATTEMPTED THEFT**

Any loss and damage caused as a result of burglary, theft or attempted theft. But, we will not cover you for any loss or damage caused by:

- theft or attempted theft by you or any person who permanently or temporarily resides in the home;
- theft or attempted theft by a person who, without the use of violence or forced entry, entered your home with your expressed or implied consent, including a boarder, a member of your family or a tenant;
- theft without the use of violence or force where entry was gained from a common area of a multiple occupancy residence such as a flat, boarding house, hostel, unit, townhouse or motel.

#### **BURGLARY OR THEFT BY A TENANT OR THEIR GUEST**

Any loss and damage caused as a result of burglary or theft by *your tenant* or their guest.

Note: A \$2,000 excess applies in addition to your standard excess for a claim for burglary or theft by your tenant or their guest.

But, we will not cover you for any loss or damage caused by a tenant or their guest:

- to the home if you do not have home cover, or to contents if you do not have contents cover; or
- if we have accepted a previous claim for this insured event in relation to the same *tenant* or guest during the same period of insurance.

#### **CLEAN-UP FOLLOWING DEATH**

Any clean-up of loss and damage caused as a result of death whether natural, suicide or murder.

The maximum we will pay for any clean-up of loss and damage as a result of death is \$20,000 for any one event.

#### **CONTENTS IN THE OPEN AIR**

## If contents is shown on your Certificate of Insurance, we will cover you for loss and damage caused by an insured event while your contents are:

- in the open air at the home;
- in or on a motor vehicle parked within the boundaries of the home.

#### But, we will not cover you for any loss or damage to your contents:

- caused by theft or attempted theft by you or by a person who permanently or temporarily resides in the home;
- caused by theft without the use of violence or force from a common area, garage
  or storage area of a multiple occupancy residence such as a flat, boarding house,
  hostel, unit, townhouse or motel;
- from a locked or unlocked motor vehicle parked in a common area of a multiple occupancy residence such as a flat, boarding house, hostel, unit, townhouse or motel.

The maximum sum for which we will cover you for contents in the open air is \$3,000 for any one event.

#### CREDIT CARD OR ATM CARD COVER

#### We will cover you for the theft of your money or your financial liability if:

- contents is shown on your Certificate of Insurance; and
- your credit or ATM card is lost or stolen anywhere in Australia; and
- someone other than you, a member of your family or someone who permanently or temporarily resides in your home uses your card/s without your expressed or implied consent to withdraw money from a linked bank account or to buy goods for which you are financially liable.

#### But, we will not cover you for any loss or damage if:

- the person using your credit or ATM card obtained your PIN or personal identification details by whatever means;
- you did not notify your financial institution or credit provider of the loss of your credit or ATM card within 24 hours of you first discovering it was lost or stolen;
- your financial institution or credit provider has agreed to refund to you any loss of credit or financial liability;
- you breached the terms and conditions under which the credit or ATM card was issued by the financial institution.

The maximum we will cover you for a lost or stolen credit or ATM card is \$1,000 for any one event.

#### **CYCLONE, STORM AND WATER RUNOFF**

#### Any loss and damage caused by a cyclone, storm or water runoff.

#### But, we will not cover you for any loss or damage contributed to or caused:

- by the action or movement of the sea unless the loss or damage was caused by a rise in sea level resulting from a cyclone or other intense storm;
- by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage
  or any other earth movement other than loss and damage caused directly by a
  landslide or subsidence that occurs within 72 hours of and as a direct result of
  a storm;
- by a storm that occurs within the first 72 hours of this policy commencing unless:
  - your policy commenced immediately after another policy covering the same property expired; or
  - your policy expired without a break in cover; or
  - you have just purchased the home.
- by rain, hail or wind entering your home as a result of a defect, structural or design fault, wear and tear or a process of gradual deterioration of which you were aware or should have been aware and did not take any or any adequate steps to repair or replace before the further loss and damage occurred;
- by underground (hydrostatic) water pressure, such as swimming pool movement;
- to a path, driveway, garden, paving, freestanding or retaining wall, gate or fence
  that was not structurally sound or in good condition at the time of the loss and
  of which you were aware or should have been aware and did not take any or any
  adequate steps to repair or remedy before the further loss and damage occurred;
- to a sea wall;
- to a sporting surface or court; or
- to an unsealed path or a *driveway* constructed from gravel or other loose material.

The maximum we will pay for any loss and damage to paths, *driveways*, gardens, paving or freestanding or *retaining walls* is 10% of the *home* sum insured for any one event.

#### **DAMAGE BY AN ANIMAL**

#### Any loss and damage caused by an animal.

#### But, we will not cover you for any loss or damage caused by:

- an animal pecking, biting, clawing, scratching, tearing or chewing any part of your home or contents or caused by their urine or excrement unless the loss and damage is caused by an animal (other than an insect, vermin or rodent) that becomes accidentally trapped inside your home or unit and that does not belong to you or anyone who permanently or temporarily resides at the insured address;
- a domestic pet in your permanent or temporary care or that is owned or kept by you
  or a person who permanently or temporarily resides in the home;

- a domestic pet that entered your home with your consent or from a person who permanently or temporarily resides with you;
- an insect, vermin or rodent but we will cover the damage they cause if the damage is covered under the following insured events:
  - fire; or
  - escape of liquid.

#### **EARTHQUAKE OR TSUNAMI**

#### Any loss and damage as a result of an earthquake or tsunami.

#### But, we will not cover you for any loss or damage caused:

- by the action or movement of the sea (neither a storm surge nor a tsunami is considered an action or movement of the sea; for more details see pages 31 and 42);
- by an earthquake or tsunami that occurs within the first 72 hours of this policy commencing unless:
  - your policy commenced immediately after another policy covering the same property expired; or
  - your policy expired without a break in cover; or
  - you have just purchased the home.
- by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement other than loss and damage caused directly by a landslide or subsidence that occurs within 72 hours of and as a direct result of an earthquake or tsunami; or
- by a structural or design fault of which you were aware or should have been aware.

#### **ESCAPE OF WATER OR LIQUID**

## Any loss and damage caused by water or any other liquid bursting, *leaking*, discharging or overflowing from:

- a drain, fixed pipe or any plumbing apparatus fixed to a pipe;
- a fixed bath, sink, basin or toilet in the home;
- a fixed heating or cooling system;
- a refrigerator, freezer, dishwasher or washing machine;
- a roof gutter, guttering or rainwater downpipe, drainage or sewage system;
- a swimming pool or spa at the *home* whether fixed or portable;
- a waterbed in the home;
- a water main, water supply pipe or fire hydrant located at or near the home;
- a water tank, hot water tank, septic tank or fish tank at the *home*.

#### But, we will not cover you for any loss or damage caused:

- by a gradual process of deterioration, of which you were aware or should have been aware and in respect of which you did not take any or any adequate steps to repair or replace the damaged item before the loss and damage occurred, such as corrosion, dripping, fading, leaking, mildew, mould, overflowing, rot, rising damp, rust, splashing and wear and tear.
- to or by any broken, worn or aged tiles or grouting affixed to a wall or floor in a bathroom, kitchen or laundry;
- by a leaking shower floor, base, glass screen, door or cubicle wall caused by deteriorated grout and/or cracked tiles;
- to or by a hose, watering or irrigation system or agricultural pipes;
- to or by liquids escaping from a portable container, such as a plant pot, vase, terrarium, fishbowl, beverage container, saucepan, bucket or watering can;
- by underground (hydrostatic) water, such as swimming pool movement;
- to a tank, pipe, part of a tank or pipe, a container;
- to a waterbed that was the cause of the leak;
- to any water damaged area of your home that has been repaired or replaced before we inspect the cause of the leak, unless it is repaired/replaced to prevent further loss, damage or liability; or
- by leaks that have not caused any permanent damage to your home.

#### **EXPLORATORY COSTS OF A LEAK**

If home is shown on your Certificate of Insurance, we will also pay for any reasonable exploratory costs to locate the vicinity of source, or the approximate location of the source of the *leak* provided that:

- the source of the *leak* is unknown; and
- the leak is causing or has caused damage to the home or contents.

#### We will also cover:

- the repair of any damage caused in the course of attempting to locate the source of the leak; and
- the replacement of undamaged tiles or other wall or floor materials to match or complement any new materials used for the repairs up to \$1,000 per claim.

#### **EXPLOSION**

Any loss and damage caused by an explosion.

But, we will not cover you for any loss or damage caused:

- by nuclear or biological devices; or
- to any tank or container that exploded.

#### **FATAL INJURY COMPENSATION**

If home or contents is shown on your Certificate of Insurance and you or any person who permanently resides with you suffers a fatal injury as a result of an insured event at the home, we will pay the sum of \$10,000 for each deceased person if:

 your claim for an insured event is payable for loss or damage to your home or contents resulting from the event.

We will pay the sum of \$10,000 for each deceased person for any one event.

#### **FIRE (INCLUDING BUSHFIRE)**

Any loss and damage caused by fire, including bushfire, and fire retardant clean-up.

#### But, we will not cover you for any loss or damage caused:

- by a bushfire that occurs within the first 72 hours of the policy commencing unless:
  - your policy commenced immediately after another policy covering the same property expired; or
  - your policy expired without a break in cover; or
  - you have just purchased the home.
- by scorching or heat damage where there has been no identified source of fire ignition;
- by cigarette/cigar marks or scorching;
- to floor coverings from an open fire, combustion heater, pot belly stove or stove;
- by any electrical breakdown or short-circuit but we will pay for any resulting fire damage.

#### **FLOOD AND WATER RUNOFF**

#### Any loss and damage caused by flood or water runoff.

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

- a lake, river, creek or other natural watercourse regardless of whether it has been altered or modified;
- a reservoir, canal or dam.

Water runoff means water that enters your home as a result of running off or overflowing from any origin or cause.

#### But, we will not cover you for any loss or damage caused:

- by deliberate or malicious damage to or destruction of a reservoir or dam or any looting or rioting following those incidents;
- by a flood that occurs within the first 72 hours of this policy commencing unless:

- your policy commenced immediately after another policy covering the same property expired; or your policy expired without a break in cover; or
- you have just purchased the home.
- by any underground (hydrostatic) water or pressure;
- to a path, driveway, garden, paving, freestanding or retaining wall, gate or fence
  that was not structurally sound or in good condition and of which you were aware
  or should have been aware but was not repaired before the loss and damage
  occurred and which caused or contributed to the loss and damage;
- to sea walls;
- to a sporting surface or court;
- to an unsealed path or driveway constructed from gravel or other loose material.

The maximum we will pay for any loss and damage to a path, driveway, garden, paving, freestanding or retaining wall, gate or fence is 10% of the home sum insured for any one event.

#### **GARDEN AND PLANTS**

If home is shown on your Certificate of Insurance and your claim results from an insured event, we will pay for the cost to repair or replace trees, shrubs, plants, hedges or garden beds at your home that are damaged as a result of the same insured event.

But, we will not cover you for any loss and damage to lawns, grass or pot plants.

The maximum we will cover you for damage to your garden and plants is \$1,000 for any one event.

#### **GLASS**

If home is shown on your Certificate of Insurance, we will pay for the reasonable cost to repair or replace:

- fixed glass that forms part of the home including windows that are accidentally broken; or
- a fixed sink, basin, bath or toilet in the *home* that is accidentally broken.

#### But, we will not cover you for:

- the cost to repair scratches or cracks that do not extend through the entire thickness of the item;
- any damage caused to glass in a glasshouse or greenhouse;
- the cost to repair or replace tiles or tiled fixtures forming part of the home;
- any damage caused to toilet seats;
- any damage caused to glass that forms part of a stove, heater, oven or cook top as a result of the direct application of heat.

## If contents is shown on your Certificate of Insurance, we will pay for the reasonable cost to repair or replace any glass that is accidentally broken or damaged and that:

- forms part of your furniture;
- forms part of a picture, painting, print or mirror designed to be hung from a wall or freestanding;
- forms part of an aquarium.

#### But, we will not cover you for:

- the cost to repair scratches or cracks that do not extend through the entire thickness of the item;
- the cost to repair or replace a picture tube or the screen of a television or visual display unit;
- the cost to repair or replace any glass that forms part of a radio, clock, vase, ornament, lamp or photograph frame.

#### **IMPACT**

#### Any loss and damage caused at the *home* that results from an impact from:

- a falling tree or branch including the cost of removing the tree or branch;
- a motor vehicle, trailer, caravan or watercraft;
- debris falling from the air, space, an aircraft, rocket, satellite or drone;
- a satellite dish, television or radio aerial or power pole.

#### But, we will not cover you for any loss or damage at the home caused:

- by removing fallen trees or branches that have not caused damage to the home;
- to a path, paving or underground service by a road vehicle, crane or earthmoving equipment;
- by lopping or felling trees;
- by the roots of trees, plants, hedges or shrubs;
- by the removal of tree stumps or roots still in the ground.

## If contents is shown on your Certificate of Insurance, we will also cover you for any loss and damage to your contents caused by a ceiling collapse.

#### But, we will not cover you for any loss or damage caused:

 by a ceiling collapse that you or a reasonable person should have expected but did not take any or took inadequate steps to prevent or avoid before the loss or damage occurred to your contents.

#### LIGHTNING

Any loss and damage caused by lightning including damage resulting from a power surge following a lightning strike.

#### But, we will not cover you for any loss or damage:

- caused by a power surge or fluctuation created by your electricity provider or by trees or objects falling onto a power line; or
- if there is no evidence that lightning directly caused the loss and damage.

#### **LOSS OF RENT**

#### If home is shown on your Certificate of Insurance and:

- the home becomes unfit to live in as a result of loss or damage covered by an insured event or an optional extra; and
- the home was being let for reward at the time of the loss,

## we will cover you for any loss of rent during whichever is the shorter of the following periods:

- while the home remains unfit to live in; or
- 12 months.

This benefit is calculated based on the rentable value of the *home* immediately prior to the occurrence of the loss and damage.

We cover you for these benefits in addition to the sum insured for the home.

The maximum we will cover you for loss of rent is 10% of the home sum insured for any one event.

#### MALICIOUS DAMAGE BY A TENANT OR THEIR GUEST

Any loss and damage caused by malicious damage or vandalism by a *tenant* or their guest.

Note: A \$2,000 excess applies in addition to your standard excess for a claim for malicious damage by a tenant or their guest.

#### But, we will not cover you for any loss or damage caused:

- if you, or the person managing your home, do not ensure that regular and routine biannual inspections of the property are undertaken, including at the time of tenant entry and exit in the case of a long-term tenancy, and you do not retain evidence of those inspections including photographs. In the event of a claim, we will require copies of the property inspection reports and photographs;
- by accidental or unintended loss and damage;
- by the cost of cleaning, repairing or restoring the home or contents caused by neglect, untidiness, uncleanliness or unhygienic habits of a tenant or their guest, such as the cost of cleaning, repairing or removing:
  - abandoned items or rubbish;

- drawings or paintings on walls;
- liquid (including urine) or food stains;
- odours
- water damaged carpets, flooring, cupboards or vanity units caused by water splashing from showers, sinks or baths;
- water damage and stains from over-watering plants.
- to the home if you do not have home cover, and to contents if you do not have contents cover; or
- when we have accepted a previous claim under this cover in relation to the same tenant or their guest during the same period of insurance.

The maximum we will cover you for malicious damage by a *tenant* or their guest is \$20,000 in total for any one period of insurance.

## MALICIOUS DAMAGE, INTENTIONAL DAMAGE OR DAMAGE BY VANDALS

Any loss and damage caused by malicious damage, intentional damage or damage by vandals.

But, we will not cover you for any loss or damage caused:

- by you or any person who permanently or temporarily resides in the home;
- by a person who entered *your home* with *your* expressed or implied consent or that of any person who permanently or temporarily resides in the *home*.

#### **MATCHING REPAIRS**

If home or contents is shown on your Certificate of Insurance and we have agreed to pay your claim for an insured event, we will also pay the costs to replace or match your undamaged property to create a uniform appearance when we repair your damaged property.

The maximum we will pay for matching repairs is \$1,000 for any one event.

#### MITIGATION IMPROVEMENTS (BUSHFIRE, CYCLONE AND FLOOD)

If home is shown on your Certificate of Insurance, we will cover you for any reasonable cost to purchase and install mitigation improvements to reduce the risk of bushfire, cyclone or flood damage being caused to your home, such as a sprinkler system, gutter guards, window protection, roller door bracing, roof improvements, shed anchoring, flood barriers, flood-resistant doors and windows and anti-backflow valves if all the following conditions apply:

- your claim results from an insured event that has caused loss and damage that exceeds 80% of your home sum insured; and
- we authorise or arrange repairs to your home; and
- you have advised us and obtained our agreement to purchase or install the relevant mitigation improvements prior to doing so.

The maximum we will cover you for mitigation improvements is \$10,000 for any one event.

#### **MORTGAGE DISCHARGE COSTS**

If home is shown on your Certificate of Insurance and your claim results from an insured event, we will also pay the reasonable administrative and legal costs to:

- discharge your mortgage; and
- remove the mortgage from the land title register relating to your home.

But, we will not cover you for any penalty interest rate charge or early loan repayment charge imposed by a mortgagee, financier or credit provider.

The maximum we will cover you for mortgage discharge costs is \$1,500 for any one event.

#### **MOTOR BURNOUT**

If home or contents is shown on your Certificate of Insurance and a household electric motor burns out or fuses during the period of insurance, we will cover you for the reasonable cost to:

- repair or replace the damaged motor;
- repair or replace the sealed unit in which the electric motor was located, such as a sealed refrigeration or air-conditioning unit;
- re-gas a refrigeration or air-conditioning unit;
- replace switches, capacitors, condensers, bearings and fixed seals that form part of the electric motor.

If we are not able to repair or replace the motor or sealed unit, we will cover you for the reasonable cost of replacing the electric motor or sealed unit with an equivalent and compliant motor or unit.

#### But, we will not cover you for:

- any loss or damage caused by the burnout of an electric motor or an electric motor located within a sealed unit if it was more than 15 years old from its date of manufacture:
- any amount recoverable by *you* under a guarantee or warranty applying to the electric motor or sealed unit;
- removal and re-installation of an electric motor forming part of a submersible pump;
- any loss or damage to a radio, television, computer, printed circuit board, electronic component, video, sound or recording system or amplifying or electronic equipment;
- any loss or damage caused to a motor used in connection with a business or your occupation;
- the cost to replace an appliance if its electric motor or sealed unit cannot be repaired or replaced.

#### **MOVING TO A NEW ADDRESS**

If contents is shown on your Certificate of Insurance and you are moving to a new address within Australia, we will cover your contents while they are being transported to your new address for any loss and damage caused by:

- fire;
- a collision; or
- the vehicle carrying *your contents* overturning while in transit.

When you are moving to a new home we will cover your contents at your new address and at your old address for a maximum of 14 days from the date you began to move, provided we have agreed to insure your new address.

#### PARAPLEGIA OR QUADRIPLEGIA ASSISTANCE

If home or contents is shown on your Certificate of Insurance, we will pay you the reasonable and necessary costs of performing modifications to your home to enable you to continue to live in the home or to assist you to relocate to a new residence (if required) if:

- you became injured as a direct result of an insured event occurring at the home; and
- the injury resulted in permanent paraplegia or quadriplegia.

The maximum we will cover you for paraplegia or quadriplegia assistance is \$20,000 for any one event.

#### **REMOVAL OF DEBRIS AND REBUILDING COSTS**

If home is shown on your Certificate of Insurance and your home has been damaged as a result of an insured event or an applicable optional cover event that we have accepted, we will cover you for the reasonable cost of:

- performing a property survey; and
- any design costs to repair your home; and
- any related legal work required to repair your home; and
- demolition and removal of debris from the home including asbestos; and
- removing mud and debris out of swimming pools and spas including the replacement and storage of water; and
- complying with any applicable government laws or by-laws introduced after the home was originally built or altered.

But, we will not cover you for any costs to comply with any government laws or by-laws that relate to any part of the *home* that was not damaged by the insured event.

We cover you for these benefits in addition to the sum insured for the home.

The maximum we will cover you for removal of debris and rebuilding costs for your home is 25% of the home sum insured for any one event.

If contents is shown on your Certificate of Insurance and we have accepted a claim for contents damage caused by an insured event or applicable optional cover event, we will also cover you for the cost of removing the damaged contents.

We cover you for the cost of removing your damaged contents in addition to the sum insured for contents.

The maximum we will cover you for the removal of damaged contents is 25% of the contents sum insured for any one event.

#### REPLACEMENT OF LOCKS

If home or contents is shown on your Certificate of Insurance, we will cover you for the reasonable cost to re-barrel or replace any home locks or change any house key codes if:

- a key for an external door to your home is lost or stolen anywhere in Australia;
- a key was stolen and you have reported the theft to the police and have provided us with a copy of the crime report number;
- a key or anything attached to a key that recorded your address or any other identifying information is lost or stolen anywhere in Australia.

The maximum we will cover you for the replacement of locks is \$1,000 for any one event.

#### **RIOT OR CIVIL COMMOTION**

If home or contents is shown on your Certificate of Insurance, we will cover you for any loss or damage caused by a riot or civil commotion.

But, we will not cover you for any loss or damage caused:

- by a boarder or tenant who resides in the home;
- by any nuclear, ballistic or biological device;
- by any person who entered your home with your expressed or implied consent or that of any person who permanently or temporarily resides in the home.

#### **SPOILAGE OF FOOD AND MEDICATION**

If contents is shown on your Certificate of Insurance, we will cover you for any loss and damage to any refrigerated food or medications that have spoiled inside a refrigerator or freezer as a result of:

- the burnout of an electric motor or an electric motor in a sealed unit that is not more than 15 years old from its date of manufacture;
- the accidental breakdown or failure of a refrigerator or freezer;
- the failure of a commercial electricity supply to the refrigerator or freezer; or
- an insured event.

#### But, we will not cover you for any loss or damage caused:

 by the burnout of an electric motor that is more than 15 years old from the date of its manufacture;

- by an electricity supplier deliberately shutting off or restricting the electricity supply to your home;
- by an industrial strike that causes the electricity supply to be cut off to your home;
- by the power to a refrigerator or freezer being accidentally switched off or disconnected (excluding as a result of the activation of a safety switch);
- to a refrigerator or freezer by spoiled food or medication (e.g. stain or odour).

We will pay you the reasonable costs to replace your damaged items.

The maximum we will cover you for spoilage of food and medication is \$750 for any one event.

No excess will apply if the spoilage of food or medication was caused as a direct result of a bushfire, cyclone or *flood*.

#### **STORM SURGE**

If home or contents is shown on your Certificate of Insurance, we will cover you for any loss and damage caused by a rise in the sea level resulting from a cyclone or other intense storm.

#### But, we will not cover you for any loss or damage caused:

- by a storm that occurs within the first 72 hours of this *policy* commencing unless:
  - your policy commenced immediately after another policy covering the same property expired; or
  - your policy expired without a break in cover; or
  - you have just purchased the home.
- by underground (hydrostatic) water or pressure;
- to a path, *driveway*, garden, paving, freestanding or *retaining wall*, gate or fence that was not in a structurally sound or *good condition* and of which *you* were aware or should have been aware and did not take any or any adequate steps to repair or remedy before the further loss and damage occurred;
- to sea walls;
- to a sporting surface or court;
- to an unsealed path or *driveway* constructed from gravel or other loose materials.

The maximum we will pay for any loss and damage to a path, *driveway*, garden, paving, freestanding or *retaining wall* is 10% of the *home* sum insured for any one event.

#### SUPPLEMENTARY LIVING EXPENSES

If home is shown on your Certificate of Insurance and an insured event has resulted in the home becoming unliveable, we will cover you for the reasonable increase in your normal living expenses that is necessary to maintain your standard of living at the date of the insured event.

We agree to provide this cover only:

- for the reasonable period it should take to make your home liveable; or
- until you are permanently relocated.

But, we will not cover you for any supplementary living expenses that are covered under any additional benefit or optional cover you may have under this policy.

The maximum we will cover you for supplementary living expenses is \$10,000 for any one event.

#### **TEMPORARY ACCOMMODATION**

If home or contents is shown on your Certificate of Insurance and they are damaged by an insured event and your home is unfit to live in as a result of the loss or damage, we will cover you for the reasonable cost of temporary accommodation for you and any person/s who was permanently residing in the home at the date of the insured event and is covered by the policy:

- until the home or contents are replaced or repaired; or
- until the home is fit to live in.

We agree to pay this benefit in addition to the sum insured for the home or contents.

We will cover you for temporary accommodation for up to 18 months to a maximum of 10% of the total sum insured for any one event.

We will also pay for temporary accommodation for your domestic dog or cat in a commercial boarding establishment up to \$2,000.

#### **TEMPORARY REMOVAL OF CONTENTS**

If contents is shown on your Certificate of Insurance and you are temporarily residing at another location within Australia, we will cover your contents for any loss and damage at that location for a period of up to 90 days (or longer if we agree in writing).

#### **TEMPORARY STORAGE OF UNDAMAGED CONTENTS**

If contents is shown on your Certificate of Insurance and they are damaged by an insured event and we agree that your home is unfit to live in as a result of that insured event, we will cover you for:

- the reasonable cost to remove and store your contents until you find another residence to live in permanently or your home is fit to live in whichever occurs first; and
- the cost to return your contents from storage to your home.

#### But, we will not cover you for any loss or damage caused to:

- cash, gift cards, cheques, gift vouchers, cards or travellers' cheques;
- jewellery or watches;
- gems or precious metals in any form;
- any contents that are excluded under this policy.

The maximum we will cover you for the temporary storage of undamaged *contents* is up to 18 months and to a maximum of 10% of the *contents* sum insured for any one event.

#### **UNFIXED BUILDING MATERIALS**

If home is shown on your Certificate of Insurance, we will cover you for loss and damage to any unfixed home building materials or uninstalled home fittings located at the insured address.

The maximum we will cover you for unfixed building materials or uninstalled home fittings is \$1,000 for any one event.

#### **VISITORS' CONTENTS**

If contents is shown on your Certificate of Insurance and we agree to pay your claim for an insured event, we will also pay the costs to replace your visitors' contents that have suffered loss and damage while they were in your home.

If your visitors' contents were insured by another policy that covers their loss or damage for the insured event, we are entitled to reduce our obligation to replace your visitors' contents by any sum that your visitors receive from the other insurer.

The maximum we will cover you for visitors' contents is \$1,000 for any one event.

#### **OPTIONAL EXTRAS**

#### **ACCIDENTAL DAMAGE TO THE HOME**

If accidental damage to the home is shown on your Certificate of Insurance, we will cover you for any loss and damage to your home that resulted from an event unintended and unexpected by you including;

any loss and damage caused or contributed to by a power surge.

#### But, we will not cover you for:

- any general exclusion referred to on pages 49-53;
- any specific exclusion that applies to an insured event caused by the accidental damage;
- any item that we do not cover as part of your home (and referred to on page 21);
- accidental damage to your home if it has been rented to another person;
- accidental damage to a swimming pool, outdoor spa or related equipment including covers and liners;
- accidental damage caused by:
  - minor dents, scratches or chips to walls, floors and furniture;
  - scorching, burning or melting caused by a cigarette, a cigar, a pipe, tobacco, ash or any other substance designed to be burned, heated or ignited.
- any loss or damage that occurs while your home is being renovated;

- any loss or damage that occurs after the first 90 days of your home being unoccupied;
- any loss or damage caused by the mechanical, electrical or electronic breakdown of an item unless the breakdown or failure is covered under motor burnout cover or by a power surge.

The maximum we will pay for any one claim arising from an insured event or accidental damage home claim unless otherwise stated in this PDS, is the sum insured shown on your Certificate of Insurance or the limits referred to on pages 22-23.

#### **ACCIDENTAL DAMAGE TO CONTENTS**

If accidental damage to contents is shown on your Certificate of Insurance, we will cover you for any loss and damage to your contents at the insured address that resulted from an event that was unintended and unexpected by you or by anyone who permanently or temporarily resides at the home including:

any loss and damage caused or contributed to by a power surge.

#### But, we will not cover you for:

- any general exclusions referred to on pages 49-53;
- any specific exclusion that applies to an insured event that causes the accidental damage;
- any item that we do not cover as your contents (see pages 25-26);
- any accidental damage in the following situations:
  - handheld glass, glassware or items made of china that are cracked, chipped or broken while being used;
  - minor dents, scratches or chips, including to walls, floors and furniture;
  - scorching, burning or melting caused by a cigarette, a cigar, a pipe, tobacco, ash or any other substance designed to be burned, heated or ignited.
- any accidental damage to a swimming pool, outdoor spa or related equipment including covers and liners;
- any loss or damage that occurs while renovating your home;
- any loss or damage that occurs after the first 90 days of your home being unoccupied;
- any mechanical, electrical or electronic breakdown of an item unless the breakdown or failure is covered under motor burnout cover;
- motorbikes, trail bikes, mini bikes, quad bikes, all-terrain vehicles, trikes, motorised go-karts, motorised golf karts or motorised scooters.

The maximum we will pay for any one claim arising from an insured event or accidental damage contents claim, unless otherwise stated in this PDS, is the sum insured shown on your Certificate of Insurance or the limits referred to on pages 26-27.

#### **SPECIFIED CONTENTS IN THE HOME**

If specified contents in the home is shown on your Certificate of Insurance, we will cover you for loss and damage as a result of an insured event that occurs within your home to those specific contents up to the sum insured for that item shown on your Certificate of Insurance during the period of insurance.

#### But, we will not pay for any loss or damage to:

- sporting, recreational or leisure goods and equipment while in use other than a bicycle unless it was being used for racing or pace-making;
- specified contents that are used for a business activity.

#### **SPECIFIED CONTENTS AWAY FROM THE HOME**

If specified contents away from the home is shown on your Certificate of Insurance, we will cover you for any accidental loss and damage that occurs anywhere in Australia or New Zealand to those specified contents up to the sum insured for that item shown on your Certificate of Insurance during the period of insurance.

#### But, we will not pay for any loss and damage to:

- sporting, recreational, fishing or leisure goods and equipment while in use other than a bicycle unless it was being used for racing or pace-making;
- specified contents that are used for a business activity.

#### **UNSPECIFIED CONTENTS AWAY FROM THE HOME**

If unspecified contents away from the home is shown on your Certificate of Insurance, we will cover you for any accidental loss and damage that occurs anywhere in Australia or New Zealand to unspecified contents up to the sum insured and up to the item limits shown on your Certificate of Insurance during the period of insurance.

#### But, we will not pay for any loss and damage to:

- sporting, recreational, fishing or leisure goods and equipment while in use other than a bicycle unless it was being used for racing or pace-making;
- contents and tools of trade that are used for a business activity;
- cash, smart cards, phonecards, documents able to be cashed or traded, vouchers, money orders or stamps unless the stamps are part of a set or collection.

#### **LEGAL LIABILITY**

Legal liability cover applies when another person or company makes a claim or takes legal action against *you* for something that *you* may be legally responsible for. *Your* legal liability cover depends on the type of insurance *policy you* have.

#### **HOME INSURANCE LEGAL LIABILITY**

If home is shown on your Certificate of Insurance and you are either an owner, occupier or landlord of the insured home, we will cover you and anyone who permanently resides with you for their legal liability to pay compensation for death or bodily injury to another person or for loss and damage to their property resulting from an incident that occurs during the period of insurance within the boundaries of the insured address shown on your Certificate of Insurance.

However, we will also provide cover for legal liability resulting from an incident on any part of a *driveway* that has been constructed and maintained in accordance with all applicable local government and/or statutory requirements.

The maximum we will cover you for home insurance legal liability is \$20 million including legal costs when our nominated legal representatives manage your claim.

#### **CONTENTS INSURANCE LEGAL LIABILITY**

If contents is shown on your Certificate of Insurance, we will cover you and anyone who permanently resides with you at your address for their legal liability to pay compensation for death or bodily injury to another person or for any loss and damage to their property resulting from an incident that occurs during the period of insurance.

The incident must occur within Australia, and the legal liability must not arise from the ownership of the *insured address* shown on *your* Certificate of Insurance.

But, we do cover your legal liability to pay compensation for death or bodily injury to another person or for any loss and damage to their property resulting from an incident at the *insured address* if your contents are insured in a property in which you are a lot owner in a strata title scheme.

The maximum we will cover you for contents insurance legal liability is \$20 million including legal costs when our nominated legal representatives manage your claim.

#### **LEGAL LIABILITY EXCLUSIONS**

We will not cover your legal liability or the legal liability of anyone who permanently or temporarily resides at the *insured address* if the loss or damage was caused by or resulted from:

- any general exclusion that applies to this policy;
- loss or damage to any property that is in *your* possession or the possession of anyone who permanently or temporarily resides with *you*;
- any liability assumed under an oral or written contract or agreement including a

- rental agreement or building contract unless that legal liability already existed in the absence of the contract or agreement;
- loss or damage to a landlord's property in which you reside and that was caused by you or anyone who permanently or temporarily resided with you;
- any business activity whether conducted at the insured address or elsewhere;
- your association with any business, committee, club or association;
- any contract of employment, workplace agreement, industrial award, enterprise bargaining agreement or determination;
- any claim relating to workers' compensation or employment practice including discrimination, equal opportunity and unfair or wrongful dismissal;
- any claim that would otherwise be a claim to which compulsory third party insurance may respond;
- defamation, libel or slander;
- any criminal or statutory charge, notice, fine or penalty;
- any award of exemplary or aggravated or punitive damages or a fine or penalty either claimed, ordered or awarded against you or anyone who permanently or temporarily resides with you;
- any exposure or potential exposure to asbestos in any form;
- any disease, infection, epidemic, pandemic, virus or any mutation or derivative of any such condition whether arising directly or indirectly or the threat or perceived threat of any such condition;
- an animal unless it is a pet dog, cat or horse and is kept at the insured address and has not been declared to be a dangerous dog by a relevant authority;
- death or bodily injury to you or anyone that permanently or temporarily resides with you at the insured address;
- the construction of a new home or home renovations or additions where the value of the work exceeds \$75,000;
- your ownership or occupation of any building or land other than the insured address shown on your Certificate of Insurance;
- the use, ownership or control of:
  - an aircraft unless it is a model or toy aircraft;
  - a bicycle that is required to be registered by law;
  - a caravan;
  - a motorbike, motorised scooter, motorised trike, trail bike, mini-bike, quad bike, motorised go-kart or all-terrain vehicle;
  - a motor vehicle other than remote-controlled model or toy motor vehicles;
  - a motorised golf buggy or golf kart that is required to be registered by law;
  - a ride-on mower or other similar equipment that is required to be registered by law;
  - a trailer;
  - a watercraft unless it is a model or toy watercraft.

## GENERAL EXCLUSIONS - WHAT YOU ARE NOT COVERED FOR

You and anyone who permanently or temporarily resides with you or is acting with your expressed or implied consent are not covered by any section of this policy for any loss, damage or legal liability that is caused or contributed to by anything resulting from, arising out of or in connection with the following events:

#### **ACTION OF THE SEA**

Any loss, damage or legal liability caused by the action or movement of the sea. But, we do cover for loss and damage caused by a flood, storm surge or tsunami.

#### **ASBESTOS**

Any loss, damage or legal liability caused directly or through or in connection with the inhalation of asbestos, asbestos fibres or derivatives of asbestos including the fear of inhalation of or exposure to asbestos.

#### **BUSINESS ACTIVITY**

Any loss, damage or legal liability arising when part of the *home* or *contents* insured is used for any *business* activity, except where a *business* activity is performed in a *home* office or has been previously agreed to by *us*.

#### CONFISCATION

Any loss, damage or legal liability caused by a government or local authority confiscating, compulsorily acquiring, nationalising or requisitioning *your* property.

#### **CONSEQUENTIAL LOSS**

Any consequential loss of any kind unless it is a loss that is stated as covered elsewhere in this PDS.

#### **CYBER LOSS**

Any loss, damage or legal liability caused or contributed to by *cyber loss* for any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any *data*, including any amount pertaining to the value of such *data*.

#### **DANGEROUS GOODS**

Any loss, damage or legal liability caused by the unlawful possession or storage of toxic, explosive, flammable, illegal or combustible substances or liquids in or around *your home*.

#### **DEFECTIVE OR FAULTY DESIGN OR WORKMANSHIP**

Any loss, damage or legal liability caused by defective or faulty design or workmanship including any previous damage that has not been repaired of which *you* were aware or should have been aware.

#### **DELIBERATE ACTS**

Any loss, damage or legal liability caused or contributed to by a deliberate or intentional act or omission by *you* or anyone who permanently or temporarily resides with *you* at the *insured address* that is acting with *your* expressed or implied consent.

#### **DISEASE OR INFECTION**

Any loss, damage or legal liability caused or contributed to by a *communicable disease* or the fear or threat (whether actual or perceived) of a *communicable disease* regardless of any other cause or event.

## FAILURE TO MAINTAIN YOUR HOME AND CONTENTS IN GOOD CONDITION

Any loss, damage or legal liability resulting from *your* failure to maintain *your home* in *good condition* and ensure it was watertight, structurally sound, secure and well-maintained.

#### **GROUND MOVEMENT (EROSION AND LANDSLIDE)**

Any loss, damage or legal liability caused by erosion, landslide, vibration, subsidence, earth shrinkage or any other earth movement.

But, we will cover any loss and damage from landslides or subsidence that occurs within the first 72 hours of a flood, storm or rainwater runoff where the insured event is covered under your policy.

#### **HYDROSTATIC PRESSURE**

Any loss or damage resulting from the lowering or rising of the water table caused by hydrostatic water pressure.

#### **ILLEGAL OR CRIMINAL ACTIVITY**

Any illegal or criminal activity you or anyone at the *insured address* who permanently or temporarily resides with you at the *insured address* or is acting with your expressed or implied consent is alleged to be involved in.

#### **LOSS NOT CAUSED BY AN INSURED EVENT**

Any loss, damage or legal liability to an item covered under the *policy* that you or anyone who permanently or temporarily resides with you at the *insured address* have misplaced.

You must reasonably prove that an insured event covered by your policy has occurred and verify the extent of the loss and damage you have suffered.

#### **LOSS OF VALUE**

Any reduction to the market or resale value of *your home* or *contents* resulting from an insured event including theft or repairs.

#### **MEDICAL EQUIPMENT AND AIDS**

Any loss or damage to medical equipment, items or aids that are designed to be either wholly or partially implanted within the body permanently or temporarily.

#### **MULTIPLE TENANTS OR PAYING GUESTS**

Any loss, damage or legal liability arising when you lease or rent two or more rooms at the *insured address* to two or more unrelated *tenants* or paying guests.

#### NON-COMPLIANCE WITH BUILDING REGULATIONS

Any loss, damage or legal liability if your home, including the *driveway*, does not comply with any applicable local government and/or statutory building laws or regulations, except where those laws or regulations were first introduced after *your home* was originally built or last altered and that *you* were not required to comply with at the time.

#### **PESTS OR PARASITES**

Any loss, damage or legal liability caused by vermin including rats, rabbits, mice, cockroaches, insects, fleas, lice, bedbugs, termites and birds.

But, we will cover any loss and damage resulting from fire caused by vermin.

#### **POWER SURGE**

Any loss, damage or legal liability resulting from a power surge unless:

- the power surge was caused by an insured event; or
- accidental damage to the home is shown on your Certificate of Insurance; or
- accidental damage to contents is shown on your Certificate of Insurance.

## PRE-EXISTING LOSS, DAMAGE OR LIABILITY - PERIOD OF INSURANCE

Any loss, damage or legal liability for any event or *accident* that occurs outside the period of insurance shown on *your* Certificate of Insurance.

#### **PROPERTY NOT OWNED BY YOU**

Any loss, damage or legal liability to property not owned by you or a person who permanently or temporarily resides with you at the *insured address*.

But, we will cover you for:

- loss and damage to property not owned by you but for which you are legally liable; and
- the cost to replace *your* visitors' *contents* while they are visiting *your home* if they are not otherwise insured. See Visitor's *contents* on page 44.

#### **RADIOACTIVITY**

Any loss, damage or legal liability caused by radioactivity or the use or escape of any nuclear fuel, material or waste.

#### **ROOTS AND TREES**

Any loss, damage or legal liability caused by the roots of a tree, plant or shrub.

#### **SEEPAGE AND POLLUTION**

Any loss, damage or legal liability caused by seepage, pollution or contamination by any substance regardless of the cause including water seeping or running:

- through the earth;
- down the sides of earth or an earth-fill dam abutting your home;
- down the sides or underneath swimming pools or spas causing them to move, change shape, lift or leak through their hydrostatic valves;
- against or through a *retaining wall* that causes or contributes to it moving or cracking;
- from agricultural pipes.

#### SHORT-TERM AND HOLIDAY RENTING

Any loss, damage, or legal liability if the *home* is used for short-term rentals (less than three months) or as a holiday letting, including any accommodation booked through an on-line booking platform or otherwise other than a *home* where only one bedroom is being leased or rented to a paying *tenant*, guest or boarder.

#### **SPORTING GOODS**

Any loss, damage or legal liability arising from the use of sporting goods being used professionally or competitively or a firearm while in use.

#### **TERRORISM OR WAR**

Any loss, damage or legal liability caused by an act of *terrorism*, war or other act by a foreign enemy directly or indirectly caused or contributed to by:

- any biological contamination, explosion or pollution;
- any chemical contamination, explosion or pollution;
- any nuclear contamination, explosion or pollution;
- any radioactive contamination, explosion or pollution.

#### TREE LOPPING

Any loss, damage or legal liability caused by a tree being lopped, felled or transplanted by you or anyone who permanently or temporarily resides with you at the insured address that is acting with your expressed or implied consent.

#### **UNOCCUPIED HOME**

Any loss, damage or legal liability if *your home* has been *unoccupied* for 90 or more consecutive days and *you* did not tell *us* beforehand as shown on *your* Certificate of Insurance that it would be *unoccupied* for 90 days or longer.

#### **WAR**

Any loss, damage or legal liability caused either directly or indirectly by war, the act of a foreign enemy, a civil commotion, mutiny or an uprising or revolution (whether war is declared or not). We also do not cover for loss or damage caused by riots, looting or civil commotion following these incidents.

#### WATERCRAFT

Any loss, damage or legal liability caused by the use or ownership of a watercraft unless it is a toy or model watercraft.

#### **WEAR AND TEAR**

Any loss and damage or legal liability caused by or resulting from a gradual process of deterioration, of which *you* were aware or should have been aware and in respect of which *you* did not take any or any adequate steps to repair or replace the damaged item before the loss and damage occurred, such as corrosion, dripping, fading, *leaking*, mildew, mould, overflowing, rot, rising damp, rust, splashing and wear and tear.

#### **CLAIMS - MAKING A CLAIM**

At Sure Insurance, we understand that when things go wrong you want to be able to make your claim quickly and easily. To help you, we have outlined a few simple steps to follow.

**Step 1** - If you suffer any loss or damage, make sure everyone is safe. For emergencies, please call **000** or your local SES on **132 500**. You are also required by this PDS to take all reasonable steps to prevent any further loss and damage but only if it is safe to do so.

**Step 2** - Report any theft, burglary, loss of valuables or malicious damage to the police. Please keep a list of any stolen or damaged items and details of the date the incident was reported to the police, the name of the police officer that *you* spoke to, the police station the event was reported to and the police report number.

**Step 3** - Keep evidence including photographs of the loss and damage to *your* property. However, do not authorise any repair or replacement unless it is to prevent further loss, damage or liability. If any damaged property is a health or safety hazard, *you* should dispose of it immediately.

**Step 4** - Contact us on **1300 392 535.** We will ask you to describe what has happened and will identify the type of loss, damage or injury that you may be able to claim for.

We will also ask *you* for the details of any person who may have been responsible for the loss or damage, including their name and address.

We may choose to appoint a representative of Sure Insurance to assist *you* in the assessment and settlement of *your* claim.

#### **YOUR OBLIGATIONS**

If an event occurs that may give rise to a claim under *your home* or *contents policy*, *you* are required to do all of the following:

- take all reasonable steps to prevent any further loss or damage if it is safe to do so; and
- if a criminal act may have caused the loss or damage, you must:
  - immediately contact the police;
  - immediately report the event to the police and provide us with the name of the police officer you reported the incident to, the police station the event was reported to and the police report number; and
  - tell us about any possible criminal prosecution or inquest arising from the event; and
- keep evidence of the loss and damage to your property; and
- do not authorise any repair or replacement or dispose of any item unless it is to prevent further loss, damage or liability. However, if the damaged property is a health or safety hazard, you should dispose of it immediately; and
- tell us about the incident and lodge your claim as soon as possible; and

- provide proof of ownership, such as receipts, invoices, photographs, valuations, warranties or financial records, if requested by us; and
- tell us if you believe there is another insurance policy that may cover the same loss or damage; and
- tell us whether you are registered for Goods and Services Tax (GST) and entitled to claim an Input Tax Credit (ITC); and
- provide all reasonable assistance requested by us or our appointed legal representatives; and
- do not admit liability for any event to any person; and
- do not make an offer to or negotiate, pay or settle your claim with any person; and
- do not give *us* any false, misleading or inaccurate information or documents in support of *your* claim; and
- authorise us to take over the matter and defend or settle any claim in your name; and
- authorise us to represent you or anyone who permanently or temporarily resides with you at the insured address at an inquest, official inquiry or court proceedings related to an event covered by your policy; and
- reimburse us for any reasonable costs we have incurred or paid for your claim if we either decline your claim or you decide to withdraw it.

## To enable your claim to be assessed quickly, please make sure you keep the following information and documents:

- sales receipts or tax invoices;
- detailed valuations from an Australian qualified and registered valuer;
- instruction manuals;
- guarantee or warranty certificates;
- catalogues;
- make, model and serial numbers; and
- photographs or images of the damaged item/s.

# We may require you to provide us with additional evidence to substantiate your claim to our reasonable satisfaction and to ensure we have the minimum proof requirements for certain items as set out below:

- for claims for lost or damaged jewellery, including watches, we may require:
  - proof of purchase that identifies the item;
  - a photograph clearly showing the item;
  - a full description of the item in writing from the jeweller you bought it from or a professional valuer; and
  - an original operating manual or the manufacturer's box.

- for claims for lost or damaged paintings, pictures, works of art, sculptures or other art, we may require:
  - proof of purchase that identifies the item; and
  - a valuation by a member of the Auctioneers and Valuers Association of Australia.

A statutory declaration alone is not acceptable evidence of proof of ownership or value.

If we decide that you are unable to reasonably substantiate your claim, even if you have provided the minimum proof documents, we may reduce or refuse your claim.

## IF YOU ARE REGISTERED OR REQUIRED TO BE REGISTERED FOR GST

You must tell us your Australian Business Number (ABN) and the ITC you are entitled to receive for your premium and your claim each time you make a claim. If you do not give us this information or provide us with the incorrect ITC, we will not pay any GST liability you incur.

When we pay a claim, your GST status will determine the amount we pay you and your claim settlement amount will be adjusted to allow for any ITC entitlement. This applies to any amount we pay including where we advise that an amount will include GST.

#### **AMOUNTS SHOWN**

In some parts of this Product Disclosure Statement, we provide examples to help explain how your policy works. In those examples, the \$ amounts include any government statutory charges, levies, duties, GST or other applicable taxes.

If we pay a claim, we will reduce the amount we pay to you by any Input Tax Credit (ITC) that you or any other person named in the *policy* is entitled to claim.

#### WHAT WE PAY - SETTLING YOUR HOME CLAIM

If we accept your home claim, we will pay for any reasonable cost to repair, rebuild or replace your home to its condition when it was either new or last renovated, altered or restored.

If that is not possible, we will pay you a cash sum equivalent to the reasonable cost to repair, rebuild or replace your home to its condition when it was either new or last renovated, altered or restored. We will provide you with a Cash Settlement Fact Sheet when we offer you a cash settlement, which includes:

- the options for settlement legally available under the *policy* (e.g. to have the goods repaired or replaced or to receive a cash payment);
- the sum insured of the policy;
- the amount of the cash settlement we are offering in total and as a breakdown of each component; and

 a statement that you should consider obtaining independent legal or financial advice before agreeing to the cash settlement.

However, we will not provide you with a Cash Settlement Fact Sheet when we settle your claim:

- if fencing, gates, *retaining walls* and other walls are shared with neighbouring property but *we* will pay *you* the reasonable costs to replace *your* damaged items up to a maximum of 50% of the repair or replacement cost;
- if it is not possible to repair, rebuilt or replace your home, but we will pay you a cash sum up to the sum insured or policy limit for your home, less any applicable excess.

The most we will pay for any one *home* claim is the *home* sum insured plus any applicable additional benefits.

We will repair your home up to the nearest architectual break, archway, doorway or similar entry and exit point.

We will not pay for any undamaged materials in any adjoining rooms or undamaged parts of *your home*.

We will retain the ownership and legal right to possession of any damaged item that has been replaced by us.

#### **MATCHING MATERIALS**

We will pay the reasonable cost to match existing building materials used in the construction of *your home* when we agree to pay to rebuild or repair *your home* except when matching materials cannot be found locally, in which case we will only pay for the cost of the closest comparable material/s.

#### REBUILDING AT AN ALTERNATIVE LOCATION

You may choose to have your home replaced at another site if it is a total loss.

However, we will not pay more than the cost to rebuild your home at its original site as stated on the Certificate of Insurance.

#### **CHOICE OF REPAIRER**

In consultation with *you*, we will nominate and engage the repairer or supplier to be used to repair, rebuild or replace *your home*.

#### LIFETIME REPAIR GUARANTEE

Sure Insurance provides a lifetime guarantee if we authorise and pay for the repairs to your home arising from an insured event. Our lifetime guarantee requires us to repair any defect caused by poor workmanship by one of our nominated repairers.

However, we do not guarantee any repairs that you have authorised or organised if we agree to cash settle your claim.

# WHAT WE PAY - SETTLING YOUR CONTENTS AND SPECIFIED ITEMS CLAIM

If your claim for loss or damage to *contents* and/or specified items results from an insured event, we will repair or replace your contents or specified items.

The most we will pay is the sum insured for your contents plus any additional benefits that may apply and the individual value of a specified item.

We will pay for the reasonable costs to replace *your* damaged item with a new item that is substantially the same if it cannot be repaired for less than the sum insured.

If it is not possible to repair or replace a damaged item, we will pay you a cash sum equivalent to the reasonable cost to repair or replace the item.

We will provide you with a Cash Settlement Fact Sheet when we offer you a cash settlement, which includes:

- options for settlement legally available under the policy (e.g. to have the goods repaired or replaced or to receive a cash payment);
- the sum insured of the policy;
- the amount of the cash settlement we are offering in total and as a breakdown of each component; and
- a statement that *you* should consider obtaining independent legal or financial advice before agreeing to the cash settlement.

We will not provide you with a Cash Settlement Fact Sheet when we settle you claim:

- for spoilage of frozen food and medication;
- if it is not possible to repair, or replace *your contents*, in which case we will pay *you* a cash sum up to the sum insured or *policy* limit less any applicable *excess*.

We will retain the ownership and legal right to possession of any damaged *contents* or specified items that have been replaced by *us*.

## WE TREAT THESE ITEMS DIFFERENTLY WHEN WE REPAIR OR REPLACE THEM

**Specified** *contents* - we will pay the reasonable cost to repair or replace the specified item up to the sum insured shown on *your* Certificate of Insurance.

**Carpet** - we will pay for the reasonable cost to repair or replace carpet in a room, hallway or passageway where the loss and damage occurred.

**Jewellery** - we will pay for the reasonable cost to repair or replace *your* jewellery up to the applicable limit. However, we will not pay to reshape or re-claw an item if *your* claim is only for the loss of a gemstone.

**Pairs, sets and collections** - we will only pay for the reasonable cost to replace or repair the lost or damaged item that forms part of a pair, set or collection.

**Hearing aids** - If one hearing aid out of a *pair* suffers loss and damage, and a repaired or replaced hearing aid will not function with the remaining one, then we will replace both hearing aids to create a fully functioning *pair*.

**Sporting equipment** - we will pay for the reasonable cost to replace or repair the item. If the item was designed to complement another piece of *sporting equipment* and neither piece can be used without the other, then we will treat all pieces as one item.

**Unspecified contents away from the home** - we will pay for the reasonable cost to repair or replace the item up to the limit shown on *your* Certificate of Insurance.

#### **EXCESS**

Your excess is the amount you are required to pay us whenever you make a claim. Your Certificate of Insurance sets out the excess amounts you will need to pay.

Your excess will be applied after any applicable policy limit has been applied.

#### For example:

Cost to replace *your* bike \$3,000 *Policy* limit of cover \$2,000

Less excess -\$500 (In this example the standard excess is \$500).

Total Claim \$1,500

#### STANDARD EXCESS

This excess applies to all claims unless stated otherwise. You can choose to increase your standard excess according to the excess range we offer. The amount of the standard excess applied to your home can be different to the standard excess applied to your contents. Your Certificate of insurance sets out the excess amounts you will need to pay.

If you claim on more than one type of insurance cover for the same incident, you will only have to pay the highest applicable excess. For example, if you have both home and contents cover and both your home and contents are damaged by the same insured event, you will only be required to pay the higher excess from both policies.

#### **BURGLARY OR THEFT BY A TENANT OR THEIR GUEST**

If you make a claim for burglary or theft by a tenant or their guest an additional \$2,000 burglary or theft by a tenant or their guest excess applies in addition to your standard excess.

#### **MALICIOUS DAMAGE BY A TENANT OR THEIR GUEST**

If you make a claim for malicious damage by a tenant or their guest, an additional \$2,000 malicious damage by a tenant or their guest excess applies in addition to your standard excess.

#### **NO EXCESS PAYABLE**

When you make a claim for loss and damage to your home or contents and the incident covered by your policy was caused by a person who did not permanently or temporarily reside with you at the insured address, no excess will be payable by you if you provide us with the name and address of the person responsible for causing the loss and damage or, if applicable, their vehicle registration details.

#### **HOW TO PAY YOUR EXCESS**

When you make a claim, we will notify you as to whether we will deduct any applicable excess from the amount we pay you or will direct you to pay the excess to us or our nominated repairer or supplier during the management of your claim.

#### **CHOICE OF REPAIRER**

In consultation with *you*, we will nominate and engage the repairer or supplier to be used to repair or replace *your contents*.

#### **CONDUCT OF OTHERS**

When we consider a claim under this *policy*, we will have regard to any prejudice suffered by *you* or any other person entitled to a benefit under this *policy* in relation to that claim that has been caused by the mental illness of, substance abuse of and/or an act of violence or intimidation by, another policyholder or person entitled to a benefit under this *policy*.

We may decide to accept a claim even if we are not legally required to do so but we will limit the sum payable for the claim to an amount that is fair and reasonable in all the circumstances.

#### **FRAUD**

Any claim we reasonably regard as being fraudulent or potentially fraudulent or that has been more than minimally or insignificantly inflated:

- will be investigated;
- may be reported to the police;
- may be refused by us.

To report any suspected fraud, please call us on 1300 392 535.

#### **TOTAL LOSS**

Your cover under your policy ends if we settle your claim by paying the total sum insured under the policy.

#### YOUR PREMIUM AFTER WE HAVE PAID A TOTAL LOSS

If you paid your premium in full when you purchased your policy, we will refund to you the unused pro-rata portion of the annual premium you have paid. We will not charge a cancellation fee.

If you pay your premium in monthly instalments, you will not be entitled to any refund of the premium you have paid.

#### **OVER-INSURANCE**

If you over-insure your home and/or contents and they are a total loss, we will only pay the reasonable cost to repair, rebuild or replace your home and/or contents to their condition when they were either new or last renovated, altered or restored.

#### **PAYING YOUR MORTGAGE OR CREDIT PROVIDER**

If we cash settle your home claim and your home is mortgaged or financed to a credit provider or financier named on your Certificate of Insurance you authorise us to pay some or all of the claim amount to the credit provider or financier.

Any payment we make to a credit provider or financier when we cash settle your claim will reduce the amount we are required to pay to you for your claim by an equal amount.

If the sum we pay to your credit provider or financier is less than the sum for which we decide to settle your claim, we will pay you the balance of the claim amount.

# ABOUT THE COST OF THE PRODUCT - YOUR PREMIUM

Your premium is the amount you are required to pay us for the requested insurance cover by the due date, including GST, together with any applicable government charges or levies. The premium will be shown on your Certificate of Insurance. Where you have elected to pay your premium monthly, this will also be shown on your Certificate of Insurance.

If you do not pay your premium for your new policy or renewal by the date shown on your Certificate of Insurance (whether annual or monthly), we will provide you with a written notice of cancellation of your policy as required by law.

If we agree to accept your late payment of the insurance premium, we will only recommence your cover from the date the late payment was received by us and you will not have any insurance cover from us between the original due date for payment of your premium until the date we agree to recommence your cover.

Your premium is the amount you have to pay to us for your policy and includes any compulsory government or statutory charges, levies, duties, GST and taxes that may apply.

#### **HOW WE CALCULATE YOUR PREMIUM**

## There are a number of factors we take into account when determining your insurance premium, which include:

- pricing factors; and
- policy optional extras; and
- any applicable discount; and
- any fees (including fees applicable when you pay your premium in instalments); and
- any statutory charges.

At Sure Insurance, we believe that the cost of insurance should be fair and reasonable, which is why we use a number of reliable indicators to accurately assess your risk and calculate your premium. These may change over time.

## The following shows some of the pricing factors that may be taken into account when determining *your premium*:

- the sum insured requested for your home and/or contents;
- the physical address of your home;
- the age of your home;
- the materials used to construct your home;
- the occupancy and use of your home;
- the age of each proposed insured person;
- the bushfire risk at the physical address of the home or where your contents are located;
- the cyclone risk at the physical address of the home or where your contents are located;
- the *flood* risk at the physical address of the *home* or where *your contents* are located;
- the security risk at the physical address of the home or where your contents are located;
- the standard excess amount you have chosen.

#### **OPTIONAL EXTRAS**

You may add any or all of the nominated optional extras below by paying an additional premium. Premium discounts do not apply to optional extras.

#### **Home Insurance**

accidental damage - home

#### **Contents Insurance**

- accidental damage contents
- specified contents away from the home
- unspecified contents away from the home

#### **PREMIUM DISCOUNTS**

We will automatically calculate any discount to which you are entitled based on the information you provide to us.

We do not apply any discount to any optional extra, government levy, duty, GST or other statutory charge included in *your premium*.

#### You may be eligible for a premium discount in the following circumstances:

- when combining your home and contents cover on the one policy;
- an auto club discount based on *your* membership level of a recognised auto club;
- a seniors card discount if you are a seniors card holder;
- bushfire mitigation discounts;
- cyclone mitigation discounts;
- flood mitigation discounts;
- security alarm mitigation discounts;
- an internet discount if you apply for and take out your policy online.

Visit **sure-insurance.com.au** for details of discount rates. Minimum *premiums* apply.

#### **MONTHLY INSTALMENT PAYMENTS**

To help you to manage the annual cost of your insurance, you can request that we automatically deduct your annual premium in monthly instalments from your nominated bank account or credit/debit card.

If you elect to pay your premium in monthly instalments, we may charge a monthly management fee in addition to your annual premium and will debit that fee each month as part of your regular instalment payment. The total amount payable may be more than if you pay your premium annually as a single payment.

Your Certificate of Insurance shows any additional fees that apply to your monthly instalment payments.

Any *premium* discounts we provide do not apply to the additional fee we charge for managing *your* monthly instalments.

If you are paying your premium by instalments, please refer to the Direct Debit Request Service Agreement incorporating your direct debit authority, which sets out the terms and conditions applicable to your instalment payment arrangement. This can be found on our website at sure-insurance.com.au.

If you wish to alter, delay or cancel your direct debit authority with us, please contact us at least 10 days prior to your next debit date. If you do not do so, we will not be able to implement your instructions until the following month.

#### **OVERDUE INSTALMENTS**

You are responsible for ensuring your account has sufficient cleared funds to pay each direct debit on the day it falls due.

If there are insufficient funds in *your* account on the date we attempt to debit *your* account for *your* monthly *premium* instalment or *your* financial institution dishonours the debit, we may pass on to *you* any fees or costs that we incur.

We recommend that you tell us immediately if you change or close your nominated account or if you will not have sufficient funds in your nominated account to cover your monthly instalment on the day your next instalment payment is due.

## If any monthly instalment payment is overdue, we can do one or both of the following:

- refuse to pay your claim if any instalment is more than 14 days overdue;
- cancel your policy without notice to you in advance if an instalment is more than one month overdue.

#### **WEEKENDS OR PUBLIC HOLIDAYS**

Any payment from you to us that falls due on a weekend or public holiday will be debited the next business day.

#### **POLICY RENEWAL**

When we decide to renew your policy, we will send you a Renewal Certificate of Insurance not less than 14 days before the expiry of your current policy to enable you to check the details that will apply for the new period of insurance.

If you do not require any changes to be made to your policy cover and you pay your premium in monthly instalments, you authorise us to continue to deduct your new monthly payments during the new period of insurance.

If you do require any changes to be made to your policy cover please contact us prior to the expiry of your current policy.

#### **PAYMENTS AND REFUNDS**

Any payments or refunds paid by us to you will be made via electronic funds transfer to your nominated account. We do not issue cheques or make payments in cash.

#### **CANCELLATIONS**

#### **CANCELLATION BY YOU**

You may cancel your insurance cover at any time by contacting us by phone, email or mail.

If you cancel your insurance cover with us within the 21-day cooling-off period after your cover commences or after you have renewed your policy with us and have not made a claim on your policy in the meantime, we will refund any premium payment you have made in full.

If you cancel your policy with us after the cooling-off period expires, your insurance cover will end on the date we received your cancellation request unless you inform us otherwise and we agree.

You can discuss the cancellation of your policy by calling us on 1300 392 535.

#### **CANCELLATION BY US**

We may cancel your insurance cover for any reason permitted by law. For example, we may cancel your insurance cover if you make a fraudulent claim under your policy.

#### **UPON CANCELLATION**

If your insurance cover is cancelled after the cooling-off period, we will deduct from any annual premium you have paid:

- a sum representing the period of time for which your insurance cover was in force; and
- any non-refundable taxes and charges.

If you pay your premium in monthly instalments, you will not be entitled to any refund of your premium.

If we have cancelled *your* insurance cover due to fraud or any other reason permitted by law, we will not pay *you* any refund.

#### **COMPLAINTS**

The steps we set out below are part of our complaint and dispute resolution process, the details of which are available by either:

visiting www.sure-insurance.com.au or

**c**alling *us* on **1300 392 535** 

#### Talk to us.

The first thing you should do if you have a complaint is call one of our consultants about your complaint. You can also write to us at **complaints@sure-insurance.com.au** or **PO Box 487, Capalaba, QLD 4157.** 

We will respond to your complaint as soon as possible but will aim to respond within 30 calendar days of receipt of your complaint provided we have all the information we need to complete any investigation required.

If we are unable to respond within 30 calendar days of receipt of *your* complaint, we will contact *you* to explain why. More complex complaints may take longer to resolve. Should we need more information or time to resolve *your* complaint, we will contact *you* to let *you* know.

After our first contact, we will keep you informed about the progress of your complaint at least every 10 business days unless you agree to extend that period.

If our decision does not resolve your complaint to your satisfaction or if we do not resolve your complaint within 30 calendar days of the date we first received your complaint, you may refer your complaint to the Australian Financial Complaints Authority (AFCA).

#### **External Dispute Resolution**

AFCA provides an independent financial services complaint resolution service that is free to consumers if the complaint is one that falls within AFCA's Terms of Reference.

#### You can contact AFCA by visiting the website, calling or writing to:

- www.afca.org.au;
- free call 1800 931 678;
- email to info@afca.org.au;
- write to GPO Box 3, Melbourne, VIC 3001.

External dispute resolution determinations made by AFCA are binding upon *us* in accordance with the AFCA Terms of Reference.

If AFCA advises you that the AFCA Terms of Reference do not extend to you or your dispute, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

#### **CODE OF PRACTICE**

The Insurance Council of Australia (ICA) has developed a voluntary General Insurance Code of Practice (the Code) that we support and adhere to. The Code aims to raise the standards of practice and service within the general insurance industry.

#### The objectives of the Code are:

- to commit us to high standards of service;
- to promote better, more informed relations between us and you;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes between us and you; and
- to promote continuous improvement of the general insurance industry through education and training.

To obtain a copy of the Code visit **www.codeofpractice.com.au** or contact *us*.

#### FINANCIAL SERVICES CLAIMS SCHEME

The Financial Services Claims Scheme protects general insurance policyholders from potential loss if a financial institution fails.

You may be entitled to a payment under the Financial Services Claims Scheme if you meet the eligibility criteria.

If you would like more information about the scheme, please:

- visit fcs.gov.au; or
- call 1300 558 849.

#### PERSONAL INFORMATION

We value the privacy of the personal information we collect about you.

We collect your personal information directly from you and through others including those listed in our Privacy Policy such as our distributors, claim managers and legal service providers.

#### **HOW WE USE YOUR PERSONAL INFORMATION**

We and any parties appointed by us will only use your personal information for the purpose it was collected, for example, to provide you with assistance or a product or service you requested or to help with your claim.

*Your* personal information may also be used for other purposes, which are set out in *our* Privacy Policy.

You may choose to not give us your personal information. However, this may affect our ability to provide you with a product or service, including the management of your claim.

#### WE MAY DISCLOSE YOUR PERSONAL INFORMATION TO:

- our related entities; and
- our service providers, which may include some providers based overseas; and
- other parties as set out in our Privacy Policy.

#### **OUR PRIVACY POLICY**

Our Privacy Policy provides information about how we collect, use and disclose your personal information and how you can:

- access your personal information in our records;
- ask us to correct your personal information on our records; and
- complain about any breach of the principles set out in the Privacy Act 1988 (Cth) and how we will deal with your complaint.

#### **OUR PRIVACY STATEMENT**

To obtain a copy of the Sure Privacy Statement, the details of which are available by either:

Wisiting www.sure-insurance.com.au or

**Calling us on 1300 392 535** 

#### **WORDS WITH SPECIAL MEANINGS - DEFINITIONS**

Term	Definition
accident	An event or incident that <i>you</i> did not either intend or expect.
accidental damage	Damage caused by an accident.
as new	Home: to rebuild or repair your home using the same materials if they are readily available in Australia or using equivalent materials in terms of quality, purpose and specifications if they are not readily available in Australia.  Contents: to replace your contents with new items if they are readily available in Australia or with items of equivalent quality and price regardless of brand or supplier if they are not readily available in Australia.
business	Any, trade, occupation, profession or other activity from which <i>you</i> earn an income.
collection	More than one item that has been bought together or collected as part of an interest or hobby, including <i>collections</i> of coins, stamps, models, toys, badges and wine.
communicable disease	Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:  the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and  the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms, and  the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

consequential loss	<ul> <li>Any loss and damage or additional expense indirectly resulting from an insured event for which you have been provided cover under your policy including:</li> <li>the reduction in the value of an item after it has been repaired or replaced;</li> <li>when you purchased an extended warranty for an item that was destroyed by an insured event (the cost to replace the item but not a new warranty);</li> <li>any loss of income resulting from your inability to work due to an insured event;</li> <li>any loss of productivity caused by the loss and damage to your mobile phone.</li> </ul>
contents	See pages 24-25.
cyber act	An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system.
cyber incident	Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer systems; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.
cyber loss	Cyber act or cyber incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident.
computer system	Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
data	Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a <i>computer system</i> .
driveway	Any private road that provides access to <i>your</i> property from a public roadway and that has been constructed and maintained in accordance with all applicable local government and/or statutory requirements.

excess	The amount <i>you</i> are required to pay <i>us</i> whenever <i>you</i> make a claim as shown on the Certificate of Insurance. More than one excess may apply to a claim.
family	Any family member who permanently or temporarily resides with you at your home including your legal or de facto spouse or any member of your family or your spouse's family.
farm buildings	Buildings and structures that do not form a part of the residential farm homestead, house or residential outbuildings and that are used in full or in part, for farming or agricultural purposes or activities including hobby farming. They include, but are not limited to:  • fencing, fuel tanks, irrigation equipment or systems, pumps, sheds, silos and other storage facilities, solar equipment, stables, stockyards, troughs, water tanks, windmills.
farm contents	<ul> <li>Any:</li> <li>equipment or plant or machinery, tractors, vehicles and their attachments used for farming or agricultural purposes;</li> <li>fencing materials;</li> <li>farm consumables including but not limited to stockfeed, hay, grain, seed, stock, stockfeed or produce, fertilisers, fuel and the like.</li> </ul>
fixed swimming pool	Includes in-ground and above-ground pools that required excavation or the installation of any permanent structure, such as decks, ladders and fences, and all fixed accessories, such as pumps, motors and filters.
floating floor	A floor that does not have to be nailed or glued or otherwise attached to the subfloor.
flood	<ul> <li>The covering of normally dry land by water that has escaped or been released from the normal confines of:</li> <li>a lake, river, creek or other natural watercourse regardless of whether it has been altered or modified;</li> <li>a reservoir, canal or dam.</li> </ul>
forced entry	Illegal or unauthorised entry into <i>your home</i> or where <i>you</i> are currently residing including illegally using keys or picking locks. It does not include entry into <i>your home</i> via an unlocked door, window, skylight or external opening.

good condition	<ul> <li>Maintaining your home in good repair and condition to ensure it is watertight, structurally sound, secure and well-maintained including but not limited to ensuring:</li> <li>there are/is no external holes, loose or missing roofing, mould, termite or white ant damage or rotted, rusted or broken areas of any fence, roof, ceiling, floor or wall;</li> <li>no gutters, drains, water pipes or tiled areas that leak are blocked or need repair;</li> <li>all previous damage has been repaired;</li> <li>locks and alarms are maintained in good working condition;</li> <li>you take all reasonable care to prevent theft, loss and damage to the property insured under your policy;</li> <li>your home complies with all applicable local government and/ or statutory requirements when construction, alteration or repairs are undertaken including the driveway.</li> </ul>
home	See pages 21-22.
home business equipment	Computer equipment, including associated hardware and accessories, software (except for custom-written software), furniture and furnishings in a <i>home</i> office.
insured address	The address or addresses shown on <i>your</i> Certificate of Insurance.
issuer/ product issuer	Liberty Mutual Insurance Company, Australia Branch (ABN 61 086 083 605), trading as Liberty Specialty Markets.
leak	Any liquid that escapes from anything that <i>leaks</i> , bursts, discharges or overflows.
lease agreement	A lease for not less than three months between <i>you</i> and a <i>tenant</i> that gives the <i>tenant</i> the exclusive right to occupy all or part of the <i>home</i> .
Liberty	Liberty Mutual Insurance Company, Australia Branch (ABN 61 086 083 605), a company incorporated under the laws of Massachusetts, USA (the liability of members is limited), trading as Liberty Specialty Markets.

mobility scooter	A chair on wheels that is built to transport a person who is unable to walk or has difficulty walking, is fitted with an electric motor, is steered by handlebars or a steering wheel when propelled only by the motor cannot reach a speed on level ground of more than 15 km/h.
motorised wheelchair	A chair on wheels that is built to transport a person who is unable to walk or has difficulty walking, is fitted with an electric motor or accessory containing an electric motor, when propelled only by the motor can't reach a speed on level ground of more than 15 km/h.
open air	Anywhere at the <i>insured address</i> that is not fully enclosed or lockable, such as an uncovered balcony, carport or courtyard.
Pacific	Pacific International Insurance Pty Ltd (ABN 83 169 311 193), trading as Pacific International.
pair/set	Contents that together comprise one unit, such as jewellery, earrings, golf clubs, candle holders, dinner sets and ornaments.
paraplegia	Complete paralysis of the lower half of the body including both legs.
policy	<ul> <li>Includes:</li> <li>your insurance, new business or renewal application; and</li> <li>your Certificate of Insurance; and</li> <li>this Product Disclosure Statement; and</li> <li>any Supplementary Product Disclosure Statement; and</li> <li>any applicable Key Facts Sheet.</li> </ul>
policy	<ul> <li>your insurance, new business or renewal application; and</li> <li>your Certificate of Insurance; and</li> <li>this Product Disclosure Statement; and</li> <li>any Supplementary Product Disclosure Statement; and</li> </ul>
	<ul> <li>your insurance, new business or renewal application; and</li> <li>your Certificate of Insurance; and</li> <li>this Product Disclosure Statement; and</li> <li>any Supplementary Product Disclosure Statement; and</li> <li>any applicable Key Facts Sheet.</li> </ul> The amount you are required to pay us for the requested insurance cover we give you under this policy. It includes any compulsory government statutory charges, levies, duties, GST or
premium	<ul> <li>your insurance, new business or renewal application; and</li> <li>your Certificate of Insurance; and</li> <li>this Product Disclosure Statement; and</li> <li>any Supplementary Product Disclosure Statement; and</li> <li>any applicable Key Facts Sheet.</li> </ul> The amount you are required to pay us for the requested insurance cover we give you under this policy. It includes any compulsory government statutory charges, levies, duties, GST or other taxes that may apply. Complete paralysis of the body from the neck down including

rented out	When your home is rented out in accordance with a rental agreement.
retaining wall	A wall that is not part of the building <i>you</i> live in and is designed to hold back or retain earth, water or any other substance.
specified contents away from the home	Items that <i>you</i> ask <i>us</i> to cover that are not in <i>your home</i> and for a sum that exceeds the limits of cover listed on pages 26 -27.
specified contents in the home	Items that you ask us to cover that are in your home and for a sum that exceeds the limits of cover listed on pages 26-27.
	Any item or piece of equipment used for sporting, fishing, leisure or recreational activities not including:  camping or diving equipment, parachutes, model crafts,
sporting equipment	hang-gliders, aircraft, motor vehicles, trail bikes, mini bikes, motorised go-karts or jet skis;
	<ul> <li>any spare part or accessory used with the above-listed sporting equipment including a helmet, gloves, boots or goggles.</li> </ul>
stock	Any goods or merchandise that are sold or distributed by you.
stock temporary structure	Any goods or merchandise that are sold or distributed by <i>you</i> .  Any structure in which <i>you</i> live that is not fixed to the ground and not connected to any external service.
temporary	Any structure in which <i>you</i> live that is not fixed to the ground and
temporary structure temporary/ unfixed	Any structure in which <i>you</i> live that is not fixed to the ground and not connected to any external service.  A swimming pool that is not a <i>fixed swimming pool</i> including
temporary structure temporary/ unfixed swimming pool	Any structure in which you live that is not fixed to the ground and not connected to any external service.  A swimming pool that is not a fixed swimming pool including inflatable or above-ground swimming pools or spas.  The person(s) named on a rental agreement or who pays rent to reside in the home including anyone who permanently or
temporary structure temporary/ unfixed swimming pool tenant	Any structure in which you live that is not fixed to the ground and not connected to any external service.  A swimming pool that is not a fixed swimming pool including inflatable or above-ground swimming pools or spas.  The person(s) named on a rental agreement or who pays rent to reside in the home including anyone who permanently or temporarily resides with them.  Any act or omission by any person or group that includes the use of or threat to use force or violence for any political, religious, ideological, ethnic or similar purpose and/or is intended to

A property is *unoccupied* for a period of 90 consecutive days if, during that period, the following did not happen:

- you, your family or someone with your consent slept and ate there for at least two consecutive nights in the 90-day period; and
- on those two nights, the property was furnished that it was comfortably habitable; and
- the property contained at least one usable bed/mattress; and

#### unoccupied

- the property contained at least one table or bench and a chair; and
- the property contained a functioning refrigerator and cooking appliance; and
- the property was connected to the electricity supply; and
- the property was connected to hot and cold running water.

You may be asked to prove the occupancy of the property in the event of a claim. This may be supported by the usage of the utilities that are connected to the property. Sometimes we might ask for other evidence of occupancy.

# unspecified contents away from the home

Those of *your contents* that are located away from *your home* anywhere in Australia or New Zealand.

#### uplift rate

The automatic increase to *your home* or *contents* sum insured on renewal of *your policy* by *us*.

#### water runoff

Water that enters *your home* as a result of running off or overflowing from any origin or cause.

#### we, us, our

Sure Insurance Pty Ltd (ABN 72 624 109 128, AFSL 506 378).

#### you, your

The person/s shown as the policyholder/s on the Certificate of Insurance including those *family* members who permanently reside at the *insured address*.



#### **CONTACT US**

For further information or assistance contact us on:



minfo@sure-insurance.com.au

**\** 1300 392 535

#### **SURE INSURANCE PTY LTD**

ABN 72 624 109 128 AFSL 506378 PO Box 487 Capalaba QLD 4157

All financial services in connection with your insurance are provided by us on behalf of the product issuers Liberty and Pacific.

Any general advice provided by Sure Insurance relating to this policy is provided under its Australian Financial Services Licence.

Please consider your financial situation, needs and objectives and read the PDS, TMD and FSG before deciding whether to buy this insurance from us.

#### PDS04/2023

Preparation date	30 December 2022
Effective date	1 May 2023