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Product Disclosure Statement and Policy Wording

The insurer of this product is:

Wesfarmers General Insurance Limited, ABN 24 000 036 279, trading as Lumley Insurance

AFS Licence No. 241461

Preparation Date: 01/07/09

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COVER

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IMPORTANT CUSTOMER INFORMATION

Who is the Insurer

The insurer is Wesfarmers General Insurance Limited, ABN 24 000 036 279, AFS Licence No. 24146, trading as Lumley Insurance, and we are authorised to issue and deal in this product. In this PDS unless otherwise stated, the insurer is called "We" "Us" "Our" and/or "Lumley Insurance". Our contact details are on the front page of this PDS.

About our Product Disclosure Statement and Policy Wording

This document (which is our Product Disclosure Statement and policy wording) contains important information to help you understand Lumley Insurance's Landlords Accidental Damage Residential Protection Insurance. Before you decide whether to purchase it, you need to read this document carefully to understand its features, benefits and risks.

Other documents may form part of this PDS. Any such documents will include a statement identifying them as part of this PDS and will be provided to you at the same time as you receive this PDS.

What you need to read

To determine if this insurance is appropriate for you, it is important that you read:

- this Important Customer Information Section - it contains information on important matters you need to be aware of before applying for this insurance;
- the Definitions Section - it sets out what we mean by certain defined terms in this insurance;
- the Cover Sections 1- 6 - these set out the cover available under this insurance;
- the General Exclusions Section - it sets out what we do not cover under any of the Cover Sections;
- the General Conditions Section - it contains details of your and our rights and obligations under this insurance, and what Excesses may be payable. If you do not meet your obligations, we may be able to cancel the insurance or reduce our liability in respect of a claim to the extent permitted by law; and
- the Claims Section - it tells you what to do if you need to claim
- any other documents we provide to you about the insurance which may change the standard cover.

Applying for cover

When you apply for this insurance, you will need to complete a proposal form. We will use and rely on the information supplied on that form to decide the terms of cover we will provide. We provide cover to you on the terms contained in this document, and any other document that we tell you forms part of the terms and conditions of your cover, including the most recent Schedule.

The Schedule will contain important information relevant to your insurance including the Period of Insurance, your Premium, details of your insured property, the Excess(es) that will apply to you and others and whether any standard terms have been varied by way of endorsement.

All of these make up your "Policy" with us. You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items you insure.

Before expiry we will send you a renewal notice which tells you whether we will renew and on what terms. The renewal notice will tell you what is required.

Services provided by Lumley Insurance and General Advice Warning

We are an Australian Financial Services Licensee (No. 241461) and are authorised under our licence to deal in and provide general advice on, this insurance.

Any advice we or our representatives provide is general only and does not take into account your personal objectives, financial situation or needs. Because of this you should, before acting on the advice, decide if it is right for you and consider the information contained in this document carefully.

Our employees are paid an annual salary based on performance criteria (including sales performance) and achievement of company goals. They are not otherwise remunerated for any advice or dealing service that they provide to you unless they tell you otherwise.

IMPORTANT CUSTOMER INFORMATION (continued)

Summary of cover and other significant matters

By way of summary, the principal covers available are:

- cover for accidental loss of or damage to your insured Building occurring during the Period of Insurance (Section 1 – Building Cover);
- cover for accidental loss of or damage to your insured Contents occurring during the Period of Insurance (Section 2 – Contents Cover).
- cover for damage caused by Tenants occurring during the Period of Insurance,. This cover is only available if Building and/or Contents cover is specified in the Schedule (Section 3 – Damage caused by Tenants Cover);
- cover for loss of rent as a result of a Tenant's default in rent occurring during the Period of Insurance, up to 15 weeks rent. This cover is only available if Building and/or Contents cover is specified in the Schedule (Section 4 – Tenants Rent Default Cover); and
- cover for loss of rent as a result of loss or damage to your Building where your Building is not covered under Section 1 during the Period of Insurance (Section 5 – Loss of Rent for Tenanted Properties).
- cover for legal liability you and certain other persons incur for accidental death or bodily injury to certain other persons or accidental damage to certain other person's property. This cover is only available if you have taken Building and/or Contents cover (Section 6 – Legal Liability Cover).

Refer to each Cover Section for details of the basis on which we settle any claim.

You need to make sure that you are happy with the extent of cover provided by this insurance. If not, you may not get the cover you require.

We only provide cover up to the amount(s) and limits and Sum(s) Insured specified in your Policy and subject to its other terms, conditions and exclusions. All amounts insured exclude GST.

An Excess may apply when you make a claim. An Excess is the part of a claim you must bear and is payable for each occurrence covered by this insurance. An occurrence is one or a series of occurrences arising out of one cause. When an Excess applies we will reduce the amount we pay by the amount of the Excess or we will ask you to pay it.

The type and amount of Excess is shown in your Policy (usually in this document and the Schedule). We agree on the amount of the Excess(es) with you when you apply for this insurance and the Excess may vary according to where you live and your insurance history.

For example, your home has suffered severe damage as a result of Storm passing over your suburb. If your Policy or Schedule mentions that you have a \$100 Excess, then our claim payment reimbursing you for the overall loss will be reduced by \$100.

If you do not adequately insure yourself for your potential loss, you may have to bear the uninsured proportion of any loss yourself.

We only cover your interest in the insured property unless we specifically include cover for the interest of a third party.

Please note in particular General Condition 8.2 which restricts your cover if your Building or Situation is left unoccupied for a period of 60 days or more.

We may refuse to pay or reduce the amount we pay under a claim in certain circumstances. In particular:

- where an exclusion applies;
- if you do not comply with the terms and conditions of your Policy;
- if you do not comply with your Duty of Disclosure or make a misrepresentation; or
- if you make a fraudulent claim.

We also may cancel your Policy in certain circumstances permitted by law e.g. if you fail to comply with a condition or breach your duty of disclosure.

IMPORTANT CUSTOMER INFORMATION (continued)

Cost of the insurance

The insurance provided is subject to your payment or agreement to pay the Premium we require by the agreed time. In order to calculate your Premium, we take various factors into consideration, including:

- the type of cover requested;
- the construction of your Building and/or type of Contents;
- the Sum(s) Insured;
- the location of your Building and/or Contents; and
- your previous insurance history.

Any factor that increases the risk (eg high claim history or high sum(s) insured) will increase the premium. Your Premium also includes amounts that take into account our actual or estimated obligation to pay any relevant compulsory Government charges, taxes or levies (for example, Stamp Duty, GST and any Fire Services Levy (where applicable)) in relation to your Policy.

We will tell you when you apply what premium is payable, when it needs to be paid and how it can be paid.

If you choose to effect cover, the amounts due will be clearly set out in your Schedule.

Duty of Disclosure

Before you enter into your Policy with us, you have a duty under the Insurance *Contracts Act 1984* (Cth) to disclose to us every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

The Act imposes a different duty the first time you enter into your Policy with us, to that which applies when you renew, vary, extend or replace it.

Your Duty of Disclosure when you enter into your Policy with us for the first time

We will ask you various questions when you first apply for your Policy that are relevant to our decision whether to accept the risk of insurance and, if so, on what terms. When you answer those questions, you must:

- give us honest and complete answers;
- tell us everything you know; and
- tell us everything that a reasonable person in the circumstances could be expected to know.

Your Duty of Disclosure when you renew, vary, extend, reinstate or replace your Policy

When you renew, extend, vary or reinstate your Policy, your duty is to disclose to us before the renewal, extension, variation or reinstatement, every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

What you do not need to tell us

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or, in the ordinary course of business, ought to know;
- as to which compliance with your duty is waived by us.

Who does the Duty of Disclosure apply to?

The duty of disclosure applies to you and everyone that is an insured under the contract of insurance.

What happens if you or they do not comply with the Duty of Disclosure?

If you, or they, fail to comply with the duty of disclosure, we may be entitled to reduce our liability under your Policy in respect of a claim or cancel it. If the non-disclosure is fraudulent, we may be able to treat your Policy as if it was never effected.

IMPORTANT CUSTOMER INFORMATION (continued)

Cooling off rights

Even after you make a decision to purchase this insurance, you still have cooling off rights. You can return your insurance by notifying us in writing within 21 days of cover commencing and we will refund the Premium paid unless something has occurred for which a claim may be payable. Even after this cooling off period ends you still have cancellation rights (see General Conditions).

Confirming Transactions

You may contact us in writing or by phone to confirm any transaction under your insurance if you or your adviser do not already have the required policy confirmation details.

Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self regulatory code for use by all insurers. We are a signatory to the Code of Practice. The Code aims to raise the standards of practice and service in the insurance industry.

If you require further details please contact your nearest Lumley Insurance office or visit Our website at www.lumley.com.au.

How to make a claim

Section 9 Claims tells you what you need to do to make a claim. Before we pay any claim, we require evidence as to the extent of loss or damage. Please ensure that, where possible, you keep any photographs or other documentation in respect of loss or damage to make the process as easy as possible.

Any claim settlements, up to the total of all amounts insured, will exclude GST. However, if there is a shortfall between the GST component of your claim and the amount of input tax credit you are entitled to, we will pay this shortfall in addition to the claim settlement.

Complaints - Internal and External Complaints Procedure

If you have a complaint, please write to us and explain what your complaint is and the reasons behind it.

We will then either resolve or attempt to resolve your complaint immediately or refer the matter to our Internal Dispute Resolution Committee (IDRC) if it is unresolved.

If you are not satisfied with the decision of the IDRC, you may be able to access the services of an independent external dispute resolution body called Financial Ombudsman Service (FOS).

If you require further information about our dispute resolution process, please contact us.

Privacy

We are bound by the *National Privacy Principles of the Privacy Act 1988 (Cth)* when we collect and handle personal information provided by you (this includes the personal information of the Insured and any Insured Person).

We collect personal information for the purpose of providing insurance, including arranging insurance, policy administration and claims handling. We also collect your personal information to conduct market or customer satisfaction research and to develop and identify products and services that may interest you. If necessary, we may collect information about your health and other sensitive information, but we will obtain your consent before doing so unless the collection is required or permitted by or under law.

We disclose personal information to persons we deal with in providing our services to you, for example, reinsurers, insurance intermediaries, insurance reference bureaus, credit reference agencies, our and your advisers and those involved in the claims handling process, for the purposes of assisting us and them in providing relevant services and products, and for the purposes of litigation. We limit the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it. By providing your personal information to us, you consent to us making these disclosures.

Without this information, we may not be able to provide you with the services you require.

When you give us personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us and the types of third parties we may provide it to, the relevant purposes we and the third parties will use it for, and how they can access it. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

If you would like a copy of our Privacy Policy, would like to seek access to or correct your personal information, or opt out of receiving materials we send, please contact us.

IMPORTANT CUSTOMER INFORMATION (continued)**Updating this Product Disclosure Statement**

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue you with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue you with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by calling us).

Compensation Arrangements

The *Corporations Act 2001* (Cth) requires licensees to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the licensee or its representatives of Chapter 7 of this Act, unless an exemption applies. We are exempt from this requirement because we are an insurer supervised by the Australian Prudential Regulation Authority and subject to the prudential requirements of the *Insurance Act 1973* (Cth).

Our contact details

If you or your adviser need to contact us, have any questions or would like any further information regarding this insurance, contact us using the contact details provided in this document or where relevant, our agent or local office.

DEFINITIONS (continued)

DEFINITIONS

In your Policy some words have a special meaning (whether expressed in the singular or the plural) and we define them below:

"we", "us", "our", "Lumley Insurance" means the insurer, Wesfarmers General Insurance Limited, ABN 24 000 036 279, trading as Lumley Insurance

"you" and "your" means the person(s) named as the Insured in the Schedule and those persons who live with the named insured(s) permanently who are any of the following:

- their legal spouse or defacto, or
- any member of the named insured's own family and their spouse's or defacto's family.

To assist you the following words have been printed in Title case wherever they appear in your Policy.

"Accident" or "Accidental" means an unforeseen and unintended event and includes a series of accidents arising out of the one event.

"Allowable Reletting Expenses" means reletting expenses as specified in the current Lease for your property.

"Bond Money" means money (being not less than 4 weeks rent) paid by the Tenant and held as security against loss of or damage to the Building and/or Contents, outstanding rent or other costs.

"Building" means the insured building as defined in Section 1, Building Cover, unless otherwise stated in your Policy.

"Business" means any business, trade, profession, occupation, agistment of stock, grazing, farming, commercial or income earning activity, but it does not mean tenancy of the Building.

"Contents" means contents as defined in Section 2 Contents Cover.

"Excess" means the amount of money, which you must pay if you have a claim. It applies to each occurrence. Should more than one excess appear on the Schedule then the highest excess only shall apply. For earthquake claims, only one excess applies to all loss or damage occurring within 72 hours of the earthquake.

"Flood" means the inundation of normally dry land by water escaping or being released from the normal confines of any natural water course, lake, reservoir, canal or dam.

"GST" means Goods and Services Tax.

"Lease" means a written and enforceable rental agreement between you and the Tenant that is issued for a minimum period of 3 months. It also includes any extension of the Lease by way of periodic tenancy that immediately follows the expiration of the agreement on the terms set out in the Lease

"Malicious Damage or Vandalism" means a wrongful act motivated by malice, vindictiveness or spite with the intention of damaging the property. This does not include:

- Tenant neglect, carelessness, poor housekeeping or unhygienic living habits;
- damage occurring during maintenance operations carried out by the Tenant or anyone acting on their behalf;
- damage as a result of repairs, or attempted repairs, carried out by the Tenant or anyone acting on their behalf;
- damage caused by the failure of your Tenant to control their children;
- damage caused by pets belonging to your Tenant;
- accidental damage or accidental loss; or
- scratching, denting, chipping, rubbing or chaffing.

"Period of Insurance" means the period of time shown in your Schedule.

"Policy" means our Agreement with you which is made up of this document, any other document we give you that we agree form part of our agreement and the Schedule.

DEFINITIONS (continued)

"Premium" means the amount you have to pay us (inclusive of all Government charges) for your insurance

"Replacement Cost" means the cost of replacing, rebuilding or repairing the Building and/or Contents to a condition substantially the same as their condition when new. If the Building is heritage or the architectural features and/or structural materials of the Building possess an ornamental, antiquarian or historical character, or the original materials are not available when the Building and/or Contents are lost or damaged, Replacement Cost shall mean the rebuilding or replacement or repairing or restoring to a reasonably equivalent appearance and capacity using original design and suitable equivalent materials.

"Schedule" means the most recent schedule we give you which contains the specific insurance details for you.

"Situation" means the residential address shown in the Schedule where the Building and/or Contents are located.

"Specified Contents" means contents that are fine art, paintings, antiques and curios and other bona fide works of art that we have agreed with you to insure for higher than the standard limits and which are separately specified in the Schedule as Specified Contents.

"Storm" means a violent disturbance of the atmosphere, including strong winds which may be accompanied by lightning, rain, snow, sleet and hail.

"Sum Insured" means the relevant sum insured for each of the following as specified in the Schedule or your Policy:

- your Building;
- your Contents;
- your Specified Contents.

The Sum Insured, or any other amount stated in your Policy and any claim settlements, exclude GST.

"Tenant" means the persons named in the Lease including any other person who permanently resides at the Situation and their visitors.

"Total Loss" means where we decide to pay you the full Sum Insured for the relevant insured property.

THE AGREEMENT BETWEEN YOU AND US (YOUR POLICY)

In return for your payment of the Premium or your agreement to pay it to us within the time we require, we agree to indemnify you against loss, damage or liability caused by a covered event occurring during the Period of Insurance, subject to the terms, conditions and exclusions of your Policy.

This cover only applies when Building Cover is specified as covered in the Schedule.

1.1 Definition of Building

Building means the insured building described in the Schedule at the Situation, being a residential dwelling house, flat or home unit, including:

- all domestic outbuildings and any professional offices or surgeries and their fixtures and fittings, including boat sheds, jetties, garages, outbuildings, lifts and inclinators, (in all instances, the Policy excludes your legal liability under Section 6 – Liability Cover for lifts and inclinators),
- fixed coverings to walls, floors and ceilings, (carpets, internal blinds and curtains are excluded, except where the Situation is tenanted under a Lease on an unfurnished basis),
- services (whether underground or not) including communication installations, electricity and water, and
- all domestic structural improvements including fixed swimming pools and spas, saunas, tennis courts, paving, paths, driveways, walls, retaining walls, gates, fences, masts, aerials, clothes lines, exterior blinds and awnings.

The following are not included:

- property of Tenants, roomers, boarders or paying guests;
- carpets, internal blinds and curtains;
- pontoons,
- trees, shrubs and other plant life including when growing in pots, and
- keys to doors or window locks and the combination of safes.

1.2 Accidental loss or damage cover

We will cover Accidental loss of or Accidental damage to your Building occurring at the Situation and during the Period of Insurance.

1.3 How we settle any valid claim

(a) We will, at our option:

- (i) repair, replace or rebuild or pay you the reasonable cost to repair, replace or rebuild, the damaged part of the Building up to its Replacement Cost; or
- (ii) pay you up to the Building Sum Insured.

(b) If we choose to repair, replace or rebuild or pay you the reasonable cost to do so and you do not:

- (i) commence repairing, replacing or rebuilding your Building within 6 months of the loss or damage; or
- (ii) wish to repair, replace or rebuild your Building,

we will:

- (i) deduct an amount from any claim settlement for depreciation, wear and tear, based on the age and condition of the Building immediately before the loss or damage;
- (ii) pay you up to the Building Sum Insured; or
- (iii) pay for the damaged portion of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the loss or damage occurred.

(c) You will need to bear any additional Excess.

SECTION 1 (continued)**1.4 Additional Benefits and Limitations:****(a) Removal of debris**

We will cover the reasonable expenses to remove Building debris following loss or damage covered under Section 1.2 above up to a maximum of 10% of the Building Sum Insured.

(b) Architects and other fees

We will cover architects, surveyors, consulting engineers and legal fees following loss or damage covered under Section 1.2 above up to a maximum of 10% of the Building Sum Insured.

(c) Additional Building costs

We will cover the additional cost of complying with any government or local authority by-laws that regulate the repair, rebuilding or demolition of your Building made necessary by loss or damage covered under Section 1.2 above, provided you repair or rebuild your Building at the same Situation. We will only pay costs which relate to the damaged parts of the Building. Payment is limited to a maximum of 10% of the Building Sum Insured. We will not pay any extra costs if you receive notice of any building regulation requirements you must comply with before the date when the loss or damage occurred.

(d) Loss of rent for tenanted properties

- (i) If the Building is a tenanted property under a lease and becomes uninhabitable following loss or damage covered under Section 1.2 above, we will pay you rent for the period it takes to repair or rebuild the Building, up to a maximum of 12 months or an amount not exceeding 10% of the Building Sum Insured, whichever is less.
- (ii) This cover also applies when access to the Building being a tenanted property, is prevented due to loss or damage to a nearby property being so damaged that your Tenant cannot access the Building, causing you to lose rent.

Subject to the above limits, the amount we pay you will be the lesser of the amount that your Building could be rented out for each week or the weekly rent you were paid by your Tenant immediately before the loss or damage. We will only cover loss of rent while the Building is uninhabitable.

(e) Fusion

We will pay for Accidental loss or damage caused by the actual burning out of an electric motor forming part of the Building. We will, at our option, pay the reasonable cost to repair or replace the electric motor or any sealed compressor, not more than 10 years since the date of manufacture, following the loss or damage to the motor. Payment is limited to a maximum of \$1,000 during any one Period of Insurance for any and all claims, unless otherwise agreed.

We will not pay for:

- (i) the repair or replacement of any part which does not form part of the electric motor or actual sealed compressor unit and normal service or exchangeable items;
- (ii) loss or damage to any submersible and bore hole type pumps over 3hp;
- (iii) the cost of repair or replacement of rectifiers and transformers; or
- (iv) motors under any warranty or manufacturers' guarantee.

(f) Mortgagee legal costs

We will cover the reasonable legal costs associated with the discharge of a mortgage or mortgages on the Building following the settlement of a claim for a Total Loss of your Building.

SECTION 1 (continued)**(g) Strata Title mortgagee**

When you own part of a building that has been subdivided, usually into strata title units, and you have a mortgage on that part of the building, we will cover the part of the building that you own for loss or damage on the same basis as set out in Section 1.2.

We will pay up to the amount you owe on your mortgage but no more than the Building Sum Insured. We will pay this to your mortgagee when you are required to pay your mortgage in full following a loss. We will only pay this when the body corporate has not insured the building, or it has not insured the buildings for damage that you can claim for under your Policy.

(h) Fumigation costs

We will pay the clean up and fumigation costs incurred by you with our prior agreement, where following the death of a Tenant at the Situation the Building is unfit for human occupation, unless otherwise excluded. Payment is limited to a maximum of \$2,000 for any one claim.

(Please refer to the other general terms, conditions and exclusions of this document and your other Policy documents as they affect this cover).

This cover only applies when Contents cover is specified as covered in the Schedule.

2.1 Definition of Contents and specified limits

Contents means your:

- carpets, internal blinds and curtains, except where covered under Section 1 – Building Cover,
- swimming pools and spas not permanently fixed,
- furniture, furnishings and household goods that are not built in,
- fixtures and domestic structural improvements inside a Strata Title unit that are not insured by the Body Corporate, when the Contents Sum Insured is not otherwise exhausted,
- fine art, paintings, antiques and curios and other bona fide works of art up to \$1,000 any one article up to a maximum 5% of the Contents Sum Insured for any one claim, unless separately specified in the Schedule as Specified Contents,
- portable domestic appliances that are not built in.

Contents are not:

- birds, fish and animals,
- motorised land vehicles and their attached accessories and spare parts including motor vehicles, motorcycles, mini bikes and farm vehicles, motorised golf buggies and motorised wheelchairs,
- watercraft
- jet skis,
- aircraft or aerial device, excluding non-pilotable model aircraft or toy kites and their accessories and spare parts
- any conveyance designed to travel on an air-cushion over surface of land or sea and their accessories and spare parts
- stock, money and stamps belonging to your Business,
- property of Tenants, roomers, boarders or paying guests,
- caravans and trailers,
- trees, shrubs and other plant life, except when growing in pots,
- keys to doors or window locks and the combination to safes,
- electronic diaries and mobile telephones,
- jewellery, watches, furs and gold or silver articles,
- coin collections, stamp collections, firearms, precious stones (being unset gems) and bullion,
- money and negotiable documents of any kind and credit cards or financial transaction cards,
- computer systems including portable computers and their accessories and photographic equipment and their accessories,
- office and surgery equipment and tools belonging to you and your Business,
- clothing and personal effects, and
- sporting and fishing equipment including pedal cycles and watercraft.

2.2 Accidental loss or damage

We will cover Accidental loss of or damage to Your Contents occurring during the Period of Insurance whilst contained at the Situation.

SECTION 2 (continued)

2.3 How we settle any valid claim

- (a) We will, at our option:
- (i) repair or replace or pay you the reasonable cost to repair or replace, your Contents up to their Replacement Cost; or
 - (ii) pay you up to the Contents Sum Insured,
- taking into account the relevant limits that apply to particular contents. See Section 2.1 for the limits and the Schedule for any Specified Contents limits.
- (b) Pairs, Sets and Parts
- If loss or damage occurs to an item, which is part of a pair, set, system, collection or larger unit, we will only pay the value the item itself has as a proportion of the combined pair, set, system, collection or larger unit. We will not pay any allowance for any special value that the item may have in forming part of a pair, set, system, collection or larger unit or for any reduction in the value of the remaining part or parts.
- (c) We will pay for the damaged portion of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the loss or damage occurred
- (d) You will need to bear any additional Excess.

2.4 Additional Benefits and Limitations:

(a) Removal of debris

We will cover the reasonable expenses to remove debris of Contents following a covered loss in Section 2.2 up to a maximum of 10% of the Contents Sum Insured.

(b) Fusion

We will pay for loss or damage caused by the actual burning out of an electric motor forming part of the Contents. We will, at our option, pay the reasonable cost to repair or replace the electric motor or any sealed compressor, not more than 10 years since the date of manufacture, following the loss or damage to the motor. Payment is limited to a maximum of \$1,000 during any one Period of Insurance for any and all claims, unless otherwise agreed.

We will not pay for:

- (i) the repair or replacement of any part which does not form part of the electric motor or actual sealed compressor unit and normal service or exchangeable items;
- (ii) loss or damage to any submersible and bore hole type pumps over 3hp;
- (iii) the cost of repair or replacement of rectifiers and transformers;
- (iv) motors under any warranty or manufacturers' guarantee.

(c) Flood damage to Contents

We will cover loss or damage to your Contents, excluding swimming pools and spas, caused by Flood up to a maximum of \$10,000 or 5% of the Contents Sum Insured, whichever is less. This clause operates notwithstanding the provisions of General Exclusions 7.16.

2.5 Exclusions

We will not pay for loss or damage to Contents whilst they are away from the Situation or in transit.

(Please refer to the other general terms, conditions and exclusions of this document and your other Policy documents as they affect this cover).

SECTION 3 – DAMAGE CAUSED BY TENANTS COVER

This cover only applies when specified as covered in the Schedule and Building and/or Contents are insured under this policy.

3.1 Damage caused by Tenants Cover

We will cover you for loss of or damage to your Building and/or Contents whilst at the Situation arising from a Deliberate or Intentional Act by a Tenant, notwithstanding General Exclusion 7.1.(i).

A Deliberate or Intentional Act means larceny, theft, Malicious Damage or Vandalism.

3.2 How we settle any valid claim

We cover you in accordance with the relevant basis of settlement in the Building and/or Contents Cover Sections up to the relevant Buildings and/or Contents Sum Insured, subject to the following:

- (a) we will only pay a claim when there is a Lease between you and the Tenant which states the term of the rental period, the amount of rent payable to you and the amount of Bond Money that the Tenant is required to pay;
- (b) any claim will be reduced by the amount of the Tenant's Bond Money that is remaining after deducting Allowable Reletting Expenses you are legally entitled to receive from the Tenants Bond Money, before applying the Excess specified for this Cover in the Schedule.

It is necessary for you and your rental agent to use all reasonable means to minimise any loss or damage.

(Please refer to the other terms, conditions and exclusions of this document and your other Policy documents as they affect this cover).

SECTION 4 – TENANTS RENT DEFAULT COVER

This cover only applies when specified as covered in the Schedule and Building and/or Contents are insured under this policy.

4.1 Coverage

We will cover you for rent default if your Tenant:-

- (a) vacates the Situation leaving the premises unfit for occupation for at least 7 days when caused as a direct result of a Deliberate or Intentional Act to the Building and/or Contents. A Deliberate or Intentional Act means larceny, theft, Malicious Damage or Vandalism,
- (b) vacates the Situation without notice before the expiration date of the Lease,
- (c) defaults in paying rent owed at the Situation under the terms of the Lease to you or your rental agents, or
- (d) is legally evicted from the Situation.

4.2 How we settle any valid claim

The most we will pay during any one Period of Insurance is 15 weeks rent up to the amount shown in your Schedule for this cover, provided:

- (a) there is a Lease between you and the Tenant which states the term of the rental period, the amount of rent payable to you and the amount of Bond Money that the Tenant is required to pay,
- (b) any claim will be reduced by the amount of the Tenant's Bond Money that is remaining after deducting Allowable Reletting Expenses you are legally entitled to receive from the Tenants Bond Money, before applying the Excess specified for this Cover in the Schedule,
- (c) any claim under Section 4 Tenants Rent Default Cover will cease when the Situation is re-tenanted,
- (d) a breach notice for non-payment of rent or a notice of termination for non-payment of rent is issued as soon as practical when the rent is in arrears to the Tenant by you or your rental agent, and
- (e) the regulations and procedures outlined in the relevant State legislation relating to ending a tenancy, are strictly adhered to by you and your rental agent.

4.3 Additional benefits and limitations

(a) Legal expenses

When we agree to pay legal expenses before they are incurred, we will also cover the legal expenses for you to legally evict your Tenant and/or to recover any amount payable by the Tenant for damage caused by Tenants and/or rent default to you, up to a maximum of \$5,000 for any one claim.

It is necessary for you and your rental agent to use all reasonable means to minimise any loss or damage.

(b) Death of the Tenant

Where there is only one Tenant named on the Lease, and that Tenant dies during the term of the Lease we will also pay you the weekly rent payable under the Lease from the date that you received the last rent payment from the Tenant or from the Tenant's estate. The most we will pay during any one Period of Insurance is 15 weeks rent up to the amount shown in your Schedule for this cover. Any claim under Section 4.3 (b) Death of the Tenant will cease when the Situation is re-tenanted,

Any claim will be reduced by the amount of the Tenant's Bond Money that is remaining after deducting any Allowable Reletting Expenses you are legally entitled to receive from the Tenant's Bond Money.

(Please refer to the other terms, conditions and exclusions of this document and your other Policy documents as they affect this cover).

SECTION 5 – LOSS OF RENT FOR TENANTED PROPERTIES COVER

This cover only applies when you are not covered under Section 1 Building Cover and when Loss of Rent for Tenanted Properties is specified as covered in the Schedule.

5.1 Loss of Rent for Tenanted Properties

When the Building, as defined below, is a tenanted property under a Lease and becomes uninhabitable following physical loss or damage caused to the Building or to the building of which it forms part, which occurs during the Period of Insurance and that loss or damage is:

- (a) covered under an insurance policy; and
- (b) not excluded by the General Exclusions section,

we will pay you rent for the period during which the Building remains uninhabitable because of that loss or damage, up to a maximum period of 12 calendar months. The most we will pay is the amount shown in your Schedule for this cover.

This cover also applies when access to the Building being a tenanted property, is prevented due to loss or damage to a nearby property being so damaged that your Tenant cannot access the Building, causing you to lose rent.

Subject to the above limits, the amount we pay you will be the lesser of the amount that your Building could reasonably be rented out for each week or the weekly rent you were paid by your Tenant immediately before the loss or damage. We will only cover loss of rent whilst the Building is uninhabitable.

5.2 Definition of Building

In this section Building means the insured building described in the Schedule at the Situation being a residential dwelling house, flat or home unit including:

- (a) fixed coverings to walls, floors and ceilings, (carpets, internal blinds and curtains are excluded, except where the flat or unit is tenanted under a Lease on an unfurnished basis); and
- (b) services (whether underground or not) including communication installations, electricity and water.

The following are not included:

- (a) property of Tenants, roomers, boarders or paying guests,
- (b) carpets, internal blinds and curtains;

SECTION 6. LEGAL LIABILITY COVER

This cover only applies when Legal Liability cover is specified as covered in the Schedule.

6.1 Legal liability cover

We will cover you for your legal liability for:

- (a) death or bodily injury to another person; and
- (b) damage to another person's property,

caused by an Accident occurring during the Period of Insurance, subject to the following:

- (i) *where the Building is insured under the Policy*, we only indemnify you for your legal liability as owner or as owner occupier of the Building;
- (ii) *when Contents are insured and you are the owner and/or occupier of the Situation or the Contents are in a Strata Title unit owned by you*, we only indemnify you for your legal liability as the owner of the Contents and/or the occupier of the Situation, but not any legal liability in connection with ownership of the Building or any building on the Situation;
- (iii) indemnity for your legal liability is subject always, to the extent permitted by law, to indemnities provided under any travel insurance or any other insurance being first invoked and exhausted prior to indemnity being provided under your Policy, unless otherwise stated.

6.2 How we settle any valid claim

We will pay the cost of:

- (a) compensation; and
- (b) legal fees and expenses,

that you are legally liable for in relation to a claim under 6.1 above.

However, we will only pay the costs of legal fees and expenses you incur if we consent to them in writing before you incur them.

The maximum amount we will pay for your legal liability under this Section in respect of any one claim or series of claims arising from the same Accident is the amount shown in the Schedule.

Where we have issued a separate policy or policies which also cover your legal liability in respect of an Accident, this limit applies to all claims combined under this Section and the other policy or policies, which arise from that Accident.

6.3 Exclusions

We will not cover you for your legal liability to pay compensation:

- (a) for death or bodily injury to you or any other person who normally resides with you at the Situation,
- (b) for property that belongs to you or any other person who normally resides with you at the Situation,
- (c) for property that is in your physical and legal control or that of any other person who normally resides with you at the Situation,
- (d) to any person you employ where you are legally obliged to provide cover under any workers compensation legislation or similar laws and any legal liability that arises from their employment with you,
- (e) directly or indirectly arising from or in any way connected with any Business carried on by you or any liability that directly or indirectly arises from any person employed by the Business,

SECTION 6 (continued)

- (f) directly or indirectly arising from or in any way connected with the ownership, operation, maintenance or use of any:
 - (i) motorised land vehicles including motor vehicles, motorcycles, mini bikes and farm vehicles, motorised golf buggies, motorised wheelchairs, but excluding ride-on mowers under 18hp not requiring registration or statutory motor insurance for the purpose it was being used at the time of the Accident,
 - (ii) caravans and trailers,
 - (iii) watercraft,
 - (iv) jet skis,
 - (v) aircraft landing areas or aircraft or aerial devices,
 - (vi) any conveyance designed to travel on an air-cushion over surface of land or sea,
 - (vii) pontoons,
 - (viii) lifts and inclinator,
- (g) for claims directly or indirectly arising from or in any way connected with your Building undergoing any process of construction, demolition, alteration and repair where the value of such work exceeds \$50,000,
- (h) directly or indirectly arising out of or in any way connected with any disease that is transmitted by you or any other person who normally resides with you at the Situation,
- (i) for penalties or fines, or awards of aggravated, exemplary or punitive damages made against you,
- (j) for your failure to take all reasonable precautions to comply with statutory obligations and regulations imposed by any authority,
- (k) directly or indirectly arising from or in any way connected with a Strata Title unit when Section 1. Building Cover insures the interest of a mortgagee in a Strata Title unit only,
- (l) arising from any agreement or contract you enter into unless you would have been liable in
- (m) the absence of such agreement or contract,
- (n) directly or indirectly arising from or in any way connected with asbestos,
- (o) for your legal liability to yourself, any other person who is insured (see definition of "you" and "your") or for any person who normally lives with you.

(Please refer to the other terms, conditions and exclusions of this document and your other Policy documents as they affect this cover).

SECTION 7. GENERAL EXCLUSIONS

These General Exclusions apply to the whole of your Policy unless otherwise stated. Your Policy does not cover:

- 7.1.** loss or damage to your property which is caused by, arising from or in anyway connected with:
- (a) wear or tear, rust, corrosion, gradual deterioration and depreciation,
 - (b) mechanical, electrical or electronic breakdown including when caused by any power supply irregularity including power surge, except when caused by the actual burning out of an electric motor or any other insured event,
 - (c) mildew and atmospheric or climatic conditions other than by rain, snow, sleet and hail,
 - (d) domestic animals and any other animal kept by you or your family or a Tenant,
 - (e) vermin, insects or by the pecking, clawing, chewing, eating or nesting by birds and other wildlife,
 - (f) any process of cleaning, repairing, restoring or retouching of any item,
 - (g) any process involving the application of heat or the use of chemicals, other than household chemicals,
 - (h) larceny, theft, attempted theft, burglary:
 - (i) by you or a person living with you at the Situation;
 - (ii) by a Tenant, except we will pay any loss up to a maximum of \$5,000;
 - (iii) by roomer, boarder or paying guests or their visitors,
 - (iv) from unlocked garages, storage areas of residential flats, units and the like or common areas of residential flats, units and the like except as provided for in Section 3 – Damage caused by Tenants Cover and Section 4 – Tenants Rent Default Cover.
 - (i) Malicious Damage or Vandalism or deliberate or intentional acts by:
 - (i) you or a person living with you at the Situation,
 - (ii) any person who entered the Situation with your consent or the consent of any person who is living with you at the Situation, or
 - (iii) a Tenant, roomer, boarder or paying guests or their visitors except as provided for in Section 3 – Damage caused by Tenants Cover and Section 4 – Tenants Rent Default Cover.
 - (j) settlement, shrinkage, vibration or expansion in buildings, foundations, walls or pavements,
 - (k) faulty workmanship, inherent defect, errors or omissions in design, structural defects and faulty design,
 - (l) water seeping or otherwise percolating through a wall, floor or roof,
 - (m) the roots of trees, shrubs, plants and grass,
 - (n) erosion,
 - (o) fire, explosion or thunderbolt caused by:
 - (i) arcing, sparking scorching or heat damage where there is no flame; or
 - (ii) irregularities in the power supply unless there is visible evidence of a lightning strike.
 - (p) water, hail or wind entering the Building or building at the Situation, through an opening made for the purpose of construction, demolition, alteration or repair irrespective of the value of such work,
- 7.2.** Loss or damage to:
- (i) free standing walls and retaining walls whether they form part of the Building or not,
 - (ii) a glass house, greenhouse or conservatory whether constructed principally of glass or not,
 - (iii) to wooden gates and fences more than 15 years of age,
- caused by, arising from or in any way connected with Storm.

SECTION 7 (continued)

- 7.3.** Loss or damage to:
- (a) glassware, crystal, ornaments, vases or lamps,
 - (b) a picture tube or screen in a television or electronic visual display unit,
 - (c) a ceramic or glass cooking top,
 - (d) glass in a picture frame, painting, radio set or clock,
 - (e) any item of travertine whether fixed or unfixed, tiles, bench tops, spas or hot tubs,
 - (f) glass in any glasshouse, conservatory or greenhouse,
 - (g) any items which were wholly or partly in a defective condition at the time of the breakage
- 7.4.** consequential loss of any kind, other than the Loss of Rent for Tenanted Properties Additional Benefit in Section 1 Buildings Cover, Loss of Rent for Tenanted Properties Cover Section 5 and Section 4 – Tenants Rent Default Cover.
- 7.5.** loss or damage or liability arising from the consequences of war, undeclared war, rebellion, civil war, insurrection, revolution, invasion, war like acts of military forces or personnel, or the destruction or seizure of property for military purposes.
- 7.6.** loss or damage or liability caused by the confiscation, destruction or seizure of property by any government or local or public authority or other authority except when in connection with any riot or civil commotion.
- 7.7.** loss or damage or liability caused by or arising from nuclear or radioactive contamination.
- 7.8.** loss or damage or liability caused by or in connection with contamination and pollution and the removal of any resultant pollutants and contaminants.
- 7.9.** loss or damage or liability arising out of the failure or inability of any item, equipment or computer software including but not limited to firmware, data and embedded chips to recognise correctly, to interpret correctly or to process correctly any date or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by the Policy, other than resultant loss or damage to any frozen food, computer equipment or computer software.
- 7.10.** loss or damage to your property when your Building is undergoing any process of construction, demolition, alteration or repair.
- This exclusion does not apply to Building or Contents not affected by the construction, demolition, alteration or repair or when your Building is enclosed and under roof, with all outside doors and windows permanently in place.
- 7.11.** loss or damage or liability resulting from or in connection with any error in computer programming or instructions to the computer.
- 7.12.** loss or damage or liability when intentionally caused by you or your immediate family or a person acting with your consent, including losses resulting from the taking or other misappropriation of the Contents or Specified Contents.
- 7.13.** loss or damage to property when sent by courier or by post.
- 7.14.** loss or damage caused by or in connection with earth movement caused by landslip, landslide or subsidence, unless such loss or damage occurs within 24 hours of and as a direct result of one or more of the following listed events:
- (a) Storm, rainwater or wind, or
 - (b) earthquake, or
 - (c) explosion, or
 - (d) water escaping from fixed pipes or apparatus.
- 7.15.** any GST, or any fine, penalty or charge for which you are liable arising out of your misrepresentation of, or failure to disclose, your actual Input Tax Credit entitlement in the settlement of any claim or Premium relating to the Policy.
- 7.16.** loss or damage or liability caused by or in connection with your failure to use all reasonable means to protect and maintain the Building and/or Contents before, at, or after the time of any loss or damage.

SECTION 7 (continued)

- 7.17.** Flood damage except as provided in Section 2. Contents Cover under Additional Benefits "Flood damage to Contents".
- 7.18.** loss or damage caused by or in connection with storm surge (meaning an abnormal rise in the level of the sea along a coast caused by winds of a severe cyclone typically at least 30 kilometres across and 2 - 5 meters above the average sea level), tidal wave or high water (meaning the action or rising of the sea).
- 7.19.** loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with:
- (a) any act of Terrorism; or
 - (b) any action taken in controlling, preventing, suppressing, retaliating against or in any way responding to or relating to an act of Terrorism regardless of any other contributing cause or event.

"Terrorism" means an act, including but not limited to, the use of or threat of, force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to coerce, influence or intimidate any government and/or the public or any section of the public.

- 7.20.** loss or damage caused by, or in any way connected with any Accidental breakage of:
- (a) fixed glass forming part of the Building and any porcelain or marble or granite or fibreglass whilst in a fixed shower base, basin, sink, bath, lavatory pan or cistern,
 - (b) fixed mirrors and glass when forming part of an item of furniture including fixed and unfixed glass table tops,

if the break does not extend the entire thickness of the damaged item.

- 7.21.** the cost of repair or replacement of fixed guttering, fixed tanks, fixed pipes, waterbeds or other fixed apparatus used to hold or carry liquid of any kind,
- 7.22.** loss or damage caused by, or in any way connected with a faulty or porous shower recess or cubicle,
- 7.23.** loss or damage to electronic data unless the loss or damage was caused by an event for which you are covered under your Policy.

Electronic data means software, programs, facts, concepts and information converted to a form useable for communications, display, distribution, interpretation, or processing by electronic or electromechanical data processing or electronically controlled equipment.

SECTION 8. GENERAL CONDITIONS

These conditions apply to the whole of your Policy.

8.1 General Duties

- (a) you must comply with the conditions of your Policy,
- (b) you must tell us as soon as possible about any circumstances which changes the information you have provided to us and which may affect the risks insured under your Policy or the occurrence of any events which are excluded under the General Exclusions Section of the Policy,
- (c) you must not give anyone else an interest in your Policy without our written consent,
- (d) you must pay us the Premium for this insurance,
- (e) you must obey all laws and safety regulations,
- (f) you must take reasonable precautions to prevent any injury, loss or damage which could result in a claim under your Policy,

8.2 Building not lived in for more than 60 days

Unless our written consent has been obtained, your Building Cover and Contents Cover following any loss or damage at the Situation will be limited to lightning, thunderbolt and earthquake only if you leave the Situation unoccupied for a period of 60 days or more. Further, your damage caused by Tenants Cover and Tenants Rent Default Cover will not apply when the Tenant ceases to occupy the situation. If we consent then an additional Premium and/or other terms may be required commencing from the date you leave the situation unoccupied.

8.3 Cancellation

- (a) You may cancel your Policy at any time by telling us in writing you want to cancel it.
Where more than one person is insured under your Policy, we will only cancel the Policy when a written agreement to cancel the Policy is received from all insured persons.
Cancellation by you will be effective when we receive your request.
We may cancel your Policy by giving you written notice and in accordance with the law, including where you have:
 - (i) made a misrepresentation to us before the Policy was entered into
 - (ii) failed to comply with your Duty of Disclosure
 - (iii) failed to comply with a provision of your Policy including failure to pay the Premium,
 - (iv) made a fraudulent claim under your Policy or any other Policy during the time your Policy has been in effect,
 - (v) failed to notify us of a specific act or omission as required by your Policy.
 - (vi) failed to tell us about any changes in the circumstances of the risk during the Period of Insurance.
- (b) If we cancel your Policy, we will advise you in writing and cancellation will take effect at whatever is the earlier of the following times:
 - (i) when another contract of insurance is taken out by you to replace your Policy, or
 - (ii) at 4.00p.m. Local Standard Time of the third business day after the day on which notice was given to you or such later time as we may specify in the notice.

After cancellation and subject to your cooling off period rights (see Important Customer Information section), we will keep the Premium for the period that your Policy was in force and we will return to you not less than 90% of the Premium for the period from the date your Policy was cancelled to the due date of the Policy. There is no refund if there is a Total Loss.

8.4 Jurisdiction

This insurance is subject to the laws of the State or Territory in Australia where your Policy was issued.

SECTION 8 (continued)**8.5 Notices**

We will give you any notice in writing. It will be effective from the earlier of the time of:

- (a) delivery to you personally; or
- (b) postage to your address last known to us.

It is important you tell us of any change of address as soon as possible.

8.6 Changing your Policy

If you want to make a change to your Policy, the change becomes effective when:

- (a) we tell you we have agreed to it, or
- (b) we give you a new Schedule or endorsement detailing the change.

9.1 What you must do when you make a claim:

- (a) you must advise your local Lumley Insurance state office in writing as soon as practicable after you suffer a loss. If you do not make a claim within a reasonable time of the loss, we may reduce what we pay to you to allow for any disadvantage we may have suffered because of the delay.
- (b) you must take all reasonable steps to stop any further loss from occurring.
- (c) you must not repair or replace any damaged property without our consent.
- (d) you must advise the nearest police station if your property is lost, stolen or maliciously damaged.
- (e) you must not pay or promise to pay or offer payment or admit responsibility for a claim.
- (f) you must keep the property that has been damaged so we can inspect it.
- (g) you must provide us with all the information that we require including valuations, receipts, proof of ownership and statutory declarations if requested.
- (h) you must give us all the information and cooperation that we require and promptly forward us all correspondence received by you concerning the event or claim or loss.

9.2 When we admit a claim under your Policy:

- (a) we will reduce the amount we pay you following a covered loss by the Excess.
- (b) we will not pay you more than the Sum Insured or relevant limit applicable to the item unless otherwise stated in your Policy.
- (c) we have the right to exercise your legal rights to conduct, defend or settle any legal or recovery action that we consider necessary and to do so in your name.

9.3 Automatic reinstatement after partial loss

When we pay a claim under your Policy for partial loss or damage to the Building or Contents the Sum Insured will be automatically reinstated to the original Sum Insured shown on the Schedule.

We will not reinstate the Sum Insured where partial loss or damage occurs to the Damage caused by Tenants Cover or Tenant Rent Default Cover.

When we pay a claim under your Policy for partial loss or damage to Specified Contents, the Sum Insured for these items will not be automatically reinstated and the Sum Insured will be reduced by the amount paid by us.

9.4 Total loss

If we pay your claim for a Total Loss then the Building and/or Contents cover will end.

9.5 Other insurance

To the extent permitted by law, when other insurance applies to a covered loss, we will pay only in excess of the other insurance, limited to the indemnity being provided under your Policy, unless that other insurance was specifically written to be excess over the indemnity provided in your Policy.

Should you make a claim under your Policy you must advise us of any other insurance which may cover the loss or damage or Accident