

## Seniors Home Insurance

**Product Disclosure Statement** 



The Over 50s Insurance Specialists

# Welcome to Australian Seniors Insurance Agency – Home Insurance

#### **Product Disclosure Statement (PDS)**

This document prepared on 17 August 2018 contains details of your cover (your policy), your responsibilities, the claims process and how and when to get in touch with us.

This PDS uses words that have special meaning. For the definition of these words refer to pages 68 - 71.

You can download this PDS from **seniors.com.au**, or you can call us on **13 13 43** and we will send you a free copy.

When we agree to enter into your policy we will issue you with a Certificate of Insurance.

Your Certificate of Insurance gives you specific, detailed information about your policy cover. It may also vary the standard terms and conditions of the PDS depending on your specific circumstances.

Carefully read the PDS and Certificate of Insurance together to understand the cover, your obligations and to compare and consider whether this product is right for you.

By entering into your policy you confirm that you have read or will read the PDS and Certificate of Insurance when provided to you.

Keep these documents in a safe place for future reference.

It's very important that you comply with:

- your 'Duty of Disclosure' (see page 48); and
- the terms of your policy.

If you do not, we may refuse to pay your claim or reduce the amount we pay you. By law, we may also cancel your policy.

#### Who we are and what we do

This insurance is issued by The Hollard Insurance Company Pty Ltd, ABN 78 090 584 473 Australian Financial Services Licence (AFSL) 241436, of Level 12, 465 Victoria Ave Chatswood NSW 2067.

Hollard is responsible for this PDS, policy issuance and the assessment and payment of claims. In this wording "we", "us", or "our" relates to Hollard.

This insurance is distributed and promoted by Australian Seniors Insurance Agency (Australian Seniors), a trading name of Greenstone Financial Services Pty Ltd, ABN 53 128 692 884 AFSL 343079, of 58 Norwest Blvd, Bella Vista NSW 2153. Australian Seniors operates under an arrangement with Hollard that allows Australian Seniors to issue certain general insurance products on behalf of Hollard.

It is important to note that any advice that we and Australian Seniors may provide is general only and does not take into account your individual circumstances.

We and Australian Seniors do not act on your behalf in providing these services. If you require personal advice, you need to obtain the services of a suitably qualified adviser.

To find out more about Australian Seniors or Hollard, visit us at:

seniors.com.au hollard.com.au

### 14 day cooling off period

If you decide that this policy is not for you and you have not made a claim, you may cancel this policy within 14 days of it starting (this also applies to each renewal).

If you cancel within the cooling off period, we will refund any premiums you have paid for the policy less any government levies, taxes or duties that we cannot recover. Even after this cooling off period ends, you still have cancellation rights – see page 63.

## In this document

Cover explained6
Insurance policies are all different, so make sure you know exactly what you are and are not covered for including Insured events, Additional and Optional benefits and General exclusions that apply.
Your responsibilities47
There are things you need to do to make sure your policy stays current. A good example is paying your premiums, however there are other responsibilities too and it's important that you know what they are.
Making a claim56
If you make a claim there are some specific steps you need to take and details you will need at hand, so it's good to know what our claims process involves.
When to contact us62
You will find information about contacting us if you need to change cover, renew or cancel your policy, or lodge a complaint.
Other important information you need to know65
You will find more details about your policy, definitions and how we protect your privacy

## **Cover explained**

You are only covered for events that occur during the period of insurance. The cover is subject to the terms and conditions including limits and excess(es) in the policy.

#### Type of Home Insurance we can provide

Australian Seniors can provide building and/or contents insurance for the home you live in as well as for landlord properties you own but do not live in.

If you are insuring the building and/or contents for the home you live in, there are two cover options:

- Essential cover our basic option; or
- Top cover.

See pages 12 – 42 for further details on both of these covers.

If you are insuring a landlord property you own, we have landlords cover for your buildings and/or contents. See pages 12 – 40 for further detail on this cover.

Your Certificate of Insurance will show the type of cover/s you have been provided with and whether you are insuring a building you live in or a landlord property you own but do not live in.

To properly understand what you are covered for and the applicable terms and conditions you need to read this PDS in full as well as your Certificate of Insurance. Please note that if you wish to change your cover options during the period of insurance you need to contact us to request this.

#### What is your 'building'?

This is the building as defined below which is located at the site listed on your Certificate of Insurance.

For the purpose of this insurance your 'building' is defined as a fully enclosed structure with walls and a roof used primarily for residential purposes that can be locked up. It includes any fixtures or home improvements at the site, secured outbuildings (such as your garage) and other domestic structural improvements on your site that comply with local government or other statutory requirements.

Your building insurance covers your building for the Insured events shown on pages 12 – 17.

Additional benefits included in your building cover are detailed on pages 21 – 28 of this PDS.

#### Your building does not include:

- a new building while it is under construction;
- carpets, carpet tiles, floor rugs, internal blinds or curtains (these are contents);
- temporary or mobile structures, including caravans and trailers;
- above-ground swimming pools or portable spas;
- items within the building that are not fixed;
- any wharf, jetty or pontoon;
- lawns, artificial grass and landscaping, other than the limited cover provided in the building Additional benefits section (see page 27); or
- property that a tenant is liable for under the terms of a rental agreement.

#### What are your 'contents'?

For the purpose of this insurance, 'contents' has different definitions depending on whether the contents are in the building you live in or whether they are landlord's contents specifically for the use of your tenant.

#### Contents (in the home you live in):

Contents means any household goods or personal belongings, usually kept in your home, that you own or are legally responsible for. If your building is also insured by your policy we will consider building materials on site due to be installed within the insured building (including items such as cupboards or sinks) as contents.

Your contents insurance covers your contents in your home for the Insured events shown on pages 12 – 17.

Additional benefits included in your contents cover are detailed on pages 21 – 24 and 29 – 36 of this PDS.

There are limits to the amount we pay for contents claims. The fixed limits that apply are detailed on page 9 and other limits may be noted on your Certificate of Insurance or in this PDS.

#### Your contents do not include:

- gas and electrical appliances, light fittings and alarm systems that are built-in and permanently connected to the gas or electricity supply, or underbench dishwashers (these are part of your building);
- trees, shrubs, hedges or other plant life including lawns, artificial grass and landscaping (limited cover is provided if your building is insured under this policy);

- unset precious and semi-precious stones;
- animals:
- motorised vehicles (other than lawnmowers), go-carts, motor cycles, mini-bikes, caravans and trailers, or any of the parts or accessories for these vehicles including GPS units designed for use in vehicles;
- non-motorised watercraft greater than 3 metres, motorised watercraft, aircraft and hang gliders and/or their parts and accessories: and
- tools of trade (other than the limited cover provided under the Additional benefit 'Tools of trade'), stock in trade or items used in connection with a business.

## Some items of contents have fixed limits which represent the maximum we provide cover up to.

These items are:	Essential cover contents limits	Top cover contents limits
Cash and documents that are able to be cashed	\$250 for each event	\$500 for each event
Bicycles	\$1,000 each	\$2,000 each
Portable musical instruments	\$1,000 each	\$2,000 each
Licensed and registered firearms (stored according to the law)	\$1,000 for each event	\$2,000 for each event

#### Some items of contents have flexible limits

Cover for items in each of the below three groups have limits per group for each event and \$1,000 per item/collection. You can increase these per item limits by advising us and having items individually listed, with their value, on your Certificate of Insurance.

You do not pay any extra to have these items individually listed where they are already included in your total contents sum insured. If you have an item or collection that is valued at more than \$1,000 or a number of items together worth more than the below limits, that fall within one of the three groups, you must tell us about them and ensure that they are correctly listed on your Certificate of Insurance or you will not have full cover. Cover is provided up to the amount stated in each column.

If you need to insure items away from your home see the Optional benefit 'Portable valuables' on pages 41 - 42.

Note: Whilst in your home there is no cover for any item of jewellery that has been insured for more than \$20,000 while it is not being worn unless it is kept in a locked safe that has been installed within your home in accordance with the safe manufacturer's specifications.

These items are grouped as:	Essential cover contents limits	Top cover contents limits
Valuables – items such as jewellery, watches and silver and gold items; Collectables – items such as loose carpets and rugs, artwork including paintings, pictures, sculptures, art objects and curios and collections of coins, stamps and other memorabilia; Media – items such as a collection of CDs, DVDs, records, tapes, computer games and software.	\$1,000 per item/collection with a maximum of \$2,500 per group, for each event	\$1,000 per item/collection with a maximum of \$5,000 per group, for each event

#### Landlords 'contents':

Contents means the following property in the building that:

- belongs to you;
- is provided by you specifically for the use of your tenant;
- is listed in the property inspection/condition report or inventory forming part of the lease; and
- is not listed under 'Landlords contents do not include items such as' below.

#### Landlords contents is limited to:

- furniture, furnishings and household goods;
- fixed carpets, carpet tiles, loose floor rugs under \$500 each, curtains, internal blinds;
- portable household electrical items; and
- a free standing swimming pool or spa that can be removed from the site.

#### Landlords contents do not include items such as:

- clothing, personal effects, mobile phones, computers, jewellery, works of art, antiques, gold, silver, cash or collections of any kind;
- battery powered items such as radios, cassette or compact disc players, laptop computers, pocket computers, electronic diaries, video recorders, video cameras or photographic equipment;
- building materials; and
- items belonging to you or any other person, which are being stored at the site.

## All about the cover

#### **Insured events**

Your Australian Seniors Home Insurance policy covers your building and/or contents when the loss or damage is caused by one of the following Insured events during the period of insurance.

We outline below what is covered and what is not covered under the Insured events. In addition, there are policy 'General exclusions' on pages 43 – 46 which may apply.

Insured events – You are covered for loss or damage to your building or contents (as applicable) caused by	You are not covered for
Fire (where there is a flame) and explosion	<ul> <li>Loss or damage:</li> <li>to a heat-resistant item such as a cooking appliance, dryer, heater or iron if it ignites;</li> <li>caused by any process involving the application of heat where there is no flame, including cigarette burn marks and scorch marks caused by an iron or radiator (unless you have taken out Top cover);</li> <li>caused by the ignition of any mineral spirit or dangerously flammable substance brought onto or kept at your site in quantities which are in breach of any statutory regulations.</li> </ul>

Insured events – You are covered for loss or damage to your building or contents (as applicable) caused by	You are not covered for	
Malicious damage (including vandalism)	Loss or damage caused by someone who lives in your home, or is at the site with your consent or the consent of someone who lives in your home (including your tenants) except to the extent you are covered under the Additional benefit for 'Malicious acts and theft by tenants' where you have Landlords cover.	
Theft	<ul> <li>Theft:</li> <li>by someone who lives in your home, or is at the site with your consent or the consent of someone who lives in your home (including your tenants) except to the extent you are covered under the Additional benefit for 'Malicious acts and theft by tenants' where you have Landlords cover;</li> <li>that occurred when your home was not sufficiently furnished for normal living purposes;</li> <li>from a multi-residency site where the theft occurred from any common property, common or public area or unenclosed individual car park or car space.</li> </ul>	

#### Insured events... continued

Insured events – You are covered for loss or damage to your building or contents (as applicable) caused by	You are not covered for
Storm, rainwater and flood	<ul> <li>Loss or damage:</li> <li>to plants, trees, artificial grass and lawns;</li> <li>to swimming pool covers, spa covers or plastic or vinyl swimming pool liners;</li> <li>to retaining and/or freestanding outdoor walls;</li> <li>to fences and gates that are not structurally sound or well maintained;</li> <li>to loose surfaces of paths and driveways;</li> <li>involving cracking to paths, driveways or any outdoor surfaces;</li> <li>to a sporting surface or court;</li> <li>to external shade cloth and/or shade sails, unless professionally installed and less than 5 years old;</li> <li>caused by water entering your building due to building alterations, renovations or additions;</li> <li>caused by water that has seeped or percolated into your building;</li> <li>caused by gradual deterioration due to rainwater; or</li> <li>caused to external paintwork if that is the only damage to that part of your building.</li> <li>We also do not pay for the cost of cleaning or removing mud or debris out of swimming pools and spas and replacing the water.</li> </ul>

Insured events – You are covered for loss or damage to your building or contents (as applicable) caused by	You are not covered for
Accidental glass breakage as follows:  When your building is insured, we will cover the cost of replacing the following building-related items:  window glass and other fixed glass; and shower screens, basins, baths and toilets.  When your contents are insured, we will cover the cost of replacing contents-related items such as mirrors and fixed glass in furniture.  We will also cover the cost of repairing or replacing the frame of the applicable window, door or shower screen if this is necessary to enable the glass to be replaced.	Breakage of:  any glass unless the break extends through the entire thickness of the glass;  the screen of a computer, television set or other type of visual display unit;  glass vases, ornaments or hand-held mirrors;  glass forming part of a stove top, cooking surface, heater or oven door; or  glass in a glasshouse, greenhouse or conservatory.  We also do not pay for damage caused by the broken item (unless you have taken out Top cover).

#### Insured events... continued

Insured events – You are covered for loss or damage to your building or contents (as applicable) caused by	You are not covered for	
Lightning		
Earthquake, tsunami and volcanic eruption	Subsequent damage sustained after the first 72 hours of the initial earthquake.	
Riot, civil commotion or industrial unrest	Loss or damage sustained after the first 72 hours of any riot, civil commotion or industrial unrest.	
<b>Impact</b> caused by a falling tree, tree branch, power or communication pole, a motor vehicle or trailer, an aircraft or watercraft, debris falling from space, or a satellite dish, television or radio aerial which breaks or collapses.	Loss or damage:  caused by tree felling or tree lopping on the site;  to driveways, paths, paving or underground services caused by a road vehicle, crane or earthmoving equipment.  We do not cover the cost of:  removing or lopping trees which have fallen but not damaged your home; or  removing tree stumps.	

Insured events – You are covered for loss or damage to your building or contents (as applicable) caused by	You are not covered for
Bursting, leaking, discharge or overflow of water or liquids from pipes, taps, dishwashers, washing machines, baths, spas, sinks, toilets, basins, hot water systems, water tanks, refrigerators, air conditioners, roof gutters, rainwater downpipes, drainage and sewerage systems or aquariums at your home.  Note: We will pay up to \$500 to search for the unknown source of a leaking pipe but only if the water or liquid from the leaking pipe is causing permanent damage to your building or contents.	The cost to repair the item from which the water leaked or escaped.  Loss or damage caused by:  the gradual seepage of water or other liquids;  a leaking or faulty shower recess or base; and/or  an inadequate drainage system.  We do not cover loss or damage to retaining and freestanding outdoor walls.

#### **Legal liability**

We will cover you for legal liability to pay compensation as a result of an accident caused by your negligence, which occurs during the period of insurance, and causes death or bodily injury to another person or loss or damage to another person's property:

- if your building is insured you are covered for your legal liability which arises from your occupancy and/or ownership of your home and its land and occurs within the building or the site on which it stands.
- if your contents in the home you live in are insured you are covered for your legal liability which occurs within Australia.
- if your landlord's contents are insured, you are covered for your liability arising out of a defect in your landlord's contents

If we agree to pay your claim we will pay the costs of compensation awarded by an Australian court or a settlement agreed to by us and your reasonable legal fees and expenses that we incur on your behalf or that you incur with our written consent. You can only claim for legal fees and expenses if we have agreed to them in writing before you incur them.

The most we will pay for any event(s) arising directly or indirectly from the one original accident/event, source or cause is \$20 million in total under this and all other policies issued by us which cover you, including a separate contents insurance policy. This amount includes all legal costs and expenses incurred with our consent or which you have a legal liability to pay.

#### We will not pay for legal liability that arises:

- from the death or illness of, or bodily injury to, you or your family, or to your employees arising out of their employment by you;
- from loss or damage to any property that is owned or controlled by you, your family or your employees;
- from any alterations, repairs, renovation or additions to your home that cost more than \$50,000;
- because of vibration or interference with any land, building or property;
- due to any erosion, subsidence or landslide;
- from any animal other than a domestic dog or cat that is kept at the site (there is no cover for a dog that has been declared a dangerous breed by a competent Australian authority);
- from asbestos or any product containing asbestos;
- from tree roots;
- as a result of any actual, alleged or threatened contamination or pollution of any property, land, the atmosphere or any watercourse or body of water (including ground water) other than arising from an occurrence which is neither reasonably expected or intended by you and is a consequence of a sudden cause which takes place at a clearly identifiable time and place during the period of insurance;
- from the transmission of any disease;
- from the supply of any alcohol or drugs;
- from participation in any professional sport;
- because you own or occupy any land or buildings other than the site listed on the Certificate of Insurance:

- because you own or are legally responsible for any wharf, jetty or pontoon;
- out of or in connection with any business, profession or occupation carried on by you, other than the renting or leasing out of the home at the site;
- out of your employment of any workers;
- in connection with the common property where the home is a strata title property;
- from negligent mis-statement, advice or treatment;
- out of your ownership or use of motorised vehicles (except wheelchairs, golf buggies and lawn mowers), go carts, mini bikes, caravans or trailers, jet skis of any type or motorised watercraft or any other watercraft more than 3 metres in length, or aircraft, aircraft landing areas or hovercraft;
- in respect of any penalties, fines, punitive, exemplary or aggravated damages for which you are liable;
- from actions brought against you in a court outside Australia or a court that applies law that is not Australian law;
- from any liability for which you or your family are required by law to hold an insurance policy;
- from claims made against you because your body corporate failed to insure (or adequately insure) against property damage as required by relevant State or Territory Strata Title or unit legislation.

## **Additional benefits**

#### **Building and contents benefits**

If we accept your claim for loss or damage due to an Insured event, we will also provide the following Additional benefits where applicable. These Additional benefits are in addition to the sum insured for both building and contents cover.

#### Note:

- A number of the limits shown vary depending on the type of cover you have under the policy.
- We state below if the benefit is not covered by a type of cover.
- Certain contents have fixed and/or flexible limits (see pages 9 – 10).

In addition, there are policy 'General exclusions' on pages 43 – 46 and exclusions which may be included in the Certificate of Insurance issued to you which may apply.

#### **Accidental damage**

#### We cover

When your building is insured, we will cover you for damage caused unintentionally to your building. When your contents are insured, we will cover you for damage caused unintentionally to your contents.

Limits			
Essential	Тор	Landlords	
Not covered	Replacement cost (see pages 58 – 59).	Not covered	

## You are not covered for

- damage specifically insured by or excluded by any other part of your policy;
- the breakage of glass:
  - forming part of a stove top, cooking surface, heater or oven door,
  - in a glasshouse or conservatory;
- scratching, chipping or denting caused by normal use; and
- damage to swimming pools caused or contributed by you lowering the level of water in the swimming pool.

#### Removal of debris and fees

#### We cover

When your building is insured, we will cover the reasonable and necessary costs of demolishing and removing any building debris and any architectural or council fees when loss or damage occurs.

When your contents are insured, we will cover the reasonable and necessary costs of removing any contents debris when loss or damage occurs.

Limits		
Essential	Тор	Landlords
\$10,000	\$15,000	\$10,000

#### Replacement of locks

#### We cover

When your building and contents are insured and we accept a claim for theft and, as part of that theft, the key(s) to an external door are stolen, we will pay the reasonable cost of replacing the related lock(s).

Limits			
Essential	Тор	Landlords	
\$500	\$1,000	Not covered	

#### **Funeral expenses**

#### We cover

We will contribute towards the funeral expenses of any person who dies who was living at your home provided the death occurred accidentally as a result of loss or damage at the site which we have accepted as a claim covered under the policy.

Limits			
Essential	Тор	Landlords	
\$5,000	\$10,000	Not covered	

## You are not covered for

Funeral expenses if the death occurred 90 days or more after the Insured event.

#### Malicious acts and theft by tenants

# We cover We will pay for loss or damage caused by malicious acts and theft by your tenant, or their visitors or the children of those tenants or visitors.

		Limits			
	Essential	Тор	Landlords		
	Not covered	Not covered	The lesser of:		
			\$35,000; or 20% of either the building sum insured for building claims or the contents sum insured for contents claims.  This limit will not apply to malicious acts which result		
			in explosion, fire or impact.		
You are not covered for	tenant or a mer your tenant's in The cost of clea wallpapering ur	mage resulting from poor housekeeping by your nant or a member of their immediate family or our tenant's invitees. The cost of cleaning, redecorating, painting or all papering unless:  The physical structural damage has occurred to the building of an armonic paper.			
	<ul> <li>the building has been damaged by graffiti,</li> <li>and we agree that this necessitates cleaning,</li> <li>redecorating, painting or wallpapering.</li> </ul>				

## **Additional benefits**

#### **Building**

If we accept your building claim for loss or damage due to an Insured event covered under the policy, we will also provide the following Additional benefits where applicable. These Additional benefits are in addition to the sum insured for your building cover.

#### Note:

- A number of the limits shown vary depending on the type of cover you have under the policy.
- We state below if the benefit is not covered by a type of cover

In addition, there are policy 'General exclusions' on pages 43 – 46 and exclusions which may be included in the Certificate of Insurance issued to you which may apply.

#### **Emergency accommodation**

#### We cover

When your building is insured and we accept and pay a claim for loss or damage, and agree that you cannot safely reside in your home because of loss or damage caused, we will pay for reasonable temporary accommodation costs for you and any family member living at your home at the time of the event, for the time it will take to repair or rebuild the building to a liveable condition.

	the building to a liveable condition.					
		Limits				
	Essential	Тор	Landlords			
	The lesser of:  12 months rent; or  10% of your building sum insured.	The lesser of:  12 months rent; or  10% of your building sum insured.	Not covered			
ou are not overed for	The cost of temporary accommodation:  beyond the period it should have reasonably taken to repair or rebuild your home;  if you do not intend to repair or rebuild your home;  if you do not actually pay for temporary accommodation; and					

if you were not permanently living at the home at the time of the loss or damage.

#### 26

#### Temporary accommodation for your dogs and/or cats

#### We cover

We will pay reasonable costs for temporary accommodation for your dog(s) and/or cat(s) actually incurred if we have agreed to pay your claim for the 'Emergency accommodation' benefit above.

Limits			
Essential	Тор	Landlords	
\$500	\$1,000	Not covered	

#### Damage to trees, plants or shrubs

#### We cover

When your building is insured and we accept and pay a claim for loss or damage, we will pay to replace any trees, plants or shrubs planted in the ground or in pots as well as artificial grass, which are stolen, burnt, damaged by a vehicle or maliciously damaged.

Limits			
Essential	Тор	Landlords	
\$750	\$1,500	Not covered	

#### Discharge of mortgage costs

#### We cover

When your building is insured and we accept and pay a claim for loss or damage, we will pay your legal costs to discharge your mortgage if your claim is for a total loss.

Limits			
Essential	Тор	Landlords	
\$1,000	\$2,000	Not covered	
Any panalty face/charges imposed by the financial			

## You are not covered for

Any penalty fees/charges imposed by the financial provider or for any outstanding amounts.

#### Loss of rent following damage

#### We cover

When your building is insured and we accept and pay a claim for loss or damage, and we agree that your tenant can no longer safely reside in the building because of damage caused, we will pay the actual rent you lose while your building is being repaired or rebuilt.

repaired of result.					
Limits					
Essential	Тор	Landlords			
Not covered	Not covered	The lesser of:  12 months rent; or 10% of your building sum insured; or the actual rent you lose.			
Loss of rent:					

## You are not covered for

- beyond the period it should reasonably take to repair or rebuild your building;
- if your building has not been tenanted for more than 60 consecutive days immediately before the loss or damage; or
- if you did not have a contract in place at the time of the claimed event for your building to be tenanted within the 30 days immediately following the date of loss or damage.

## **Additional benefits**

#### **Contents**

If we accept your claim for loss or damage due to an Insured event covered under the policy, we will also provide the following contents Additional benefits where applicable. These Additional benefits are in addition to the sum insured for contents cover.

#### Note:

- A number of the limits shown vary depending on the type of cover you have under the policy.
- We state below if the benefit is not covered by a type of cover.
- Certain contents have fixed and/or flexible limits (see pages 9 – 10).

In addition, there are policy 'General exclusions' on pages 43 – 46 and exclusions which may be included in the Certificate of Insurance issued to you which may apply.

#### **Emergency storage of contents**

We cover	When your contents are insured and we agree to pay a claim for loss or damage for an Insured event to your building covered under the policy, we will also pay the reasonable cost of moving and storing your contents while your building is being repaired or rebuilt.			
		Limits		
	Essential	Тор	Landlords	
	Reasonable costs	Reasonable costs	Not covered	
You are not covered for	<ul> <li>storage costs outside Australia;</li> <li>costs for temporary storage if your temporary accommodation is the place where your undamaged contents are stored.</li> </ul>			

#### Contents temporarily removed from your home

#### We cover

When your contents are insured we will cover your contents for loss or damage caused by theft, storm, flood, rainwater or impact while they are temporarily removed from your home to another building within Australia, e.g. another home, hotel or motel.

The cover provided by this benefit only applies if you are temporarily residing in the building in which your contents are contained, and the contents are in your possession and under your direct control.

Limits				
Essential	Тор	Landlords		
20% of your contents sum insured.	20% of your contents sum insured.	Not covered		

## You are not covered for

Loss or damage caused:

- by theft or attempted theft unless a part of the building in which you were residing was damaged as a result of violent and forcible entry;
- by storm, flood or rainwater unless your contents were within a building at the time that the loss or damage occurred.

#### Moving to a new address in Australia:

#### **Contents whilst in transit**

We cover

You are not covered for

When your contents are insured and you are moving to a new address in Australia we will cover your contents whilst they are being moved for loss or damage caused by fire or collision or overturning of the vehicle carrying them.

Limits					
Essential	Тор	Landlords			
Not covered	20% of your contents sum insured.	Not covered			
Loss or damage that occurs while your contents are in transit within 60 days of the original inception date of your policy.					

## Contents in your new and old home

We cover	When your contents are insured we will cover your contents in the home at both your new and old addresses for up to 14 days from the day you start moving.  Limits		
	Essential	Тор	Landlords
	Your contents sum insured.	Your contents sum insured.	Not covered
You are not covered for	Loss or damage caused to contents at your new address after 14 days from the day you start moving, unless you tell us and we agree to cover your contents at the new address.		
	Your contents are not covered while being moved from the old to the new address (other than the Top cover Additional benefit 'Contents whilst in transit').		

#### **Guests' contents**

#### We cover

We will pay to repair or replace contents belonging to guests that have been damaged or stolen as a result of a claim that we have accepted for your contents as covered under the policy, provided that we would have paid these costs had the contents been your own.

Guests' contents will be covered for a maximum of 30 consecutive days from the date your guest first arrives.

Limits			
Essential	Тор	Landlords	
\$500	\$1,000	Not covered	
Loss or damage to:  property which is insured under another policy;  cash credit or debit cards and/or pegotiable.			

## You are not covered for

- cash, credit or debit cards and/or negotiable instruments including coupons or gift cards;
- travel or other tickets.

#### Document replacement

#### We cover

We will pay the actual replacement costs for personal documents such as passports and birth certificates if these costs were incurred as a result of a claim that we have accepted as covered under the policy.

Limits		
Essential	Тор	Landlords
\$500	\$1,000	Not covered

## **Additional contents benefits**

We will also provide you with the following contents Additional benefits where applicable, subject to your selected basic excess. These Additional contents benefits are in addition to the sum insured for contents cover.

#### Note:

- A number of the limits shown vary depending on the type of cover you have under the policy.
- We state below if the benefit is not covered by a type of cover.
- Certain contents have fixed and/or flexible limits (see pages 9 10).

In addition, there are policy 'General exclusions' on pages 43 – 46 and exclusions which may be included in the Certificate of Insurance issued to you which may apply.

#### Contents in your home office

14.0

We cover	When your contents are insured, you are covered for any loss or damage to contents in your home office caused by the Insured events or Additional benefits covered by your policy. Contents in your home office include items used for generating income or reward and can include items such as office furniture (e.g. desk and filing cabinets) and computers.  Limits		
	Essential	Тор	Landlords
	\$5,000	\$10,000	Not covered

#### Contents in the open air at your home

#### We cover

When your contents are insured and damaged by an Insured event, we will pay to repair or replace any items left outside your building, such as garden furniture and BBOs.

Outside your building means any place at the site that is not fully enclosed by walls and a roof and is not able to be secured, such as a carport, a pergola or similar.

Limits  Top \$8,000 Claims for items other than garden	<b>Landlords</b> \$500	
\$8,000 Claims for items other		
Claims for items other	\$500	
furniture and BBQs are		
limited to \$2,000 in total.		
Theft of:		

## You are not covered for

- photographic equipment, mobile phones, pagers, computers and any accessories for these items;
- cash, credit or debit cards and/or negotiable instruments including coupons or gift cards;
- travel or other tickets:
- tools of trade, instruments and equipment.

#### **Cover for Strata title property owners**

#### We cover

When your contents are insured (other than as landlord contents), and you are the owner and occupier of a strata title property we will also cover the following items, usually covered under a building policy:

- fixtures that are owned by you and are not insurable by the body corporate;
- replacement of locks (see page 23);
- emergency accommodation to a standard equivalent to your current home (see page 26).

When you are covered for landlord's contents, we will cover the following items, usually covered under a building policy:

- fixtures that are owned by you and are not insurable by the body corporate; and
- loss of rent following damage (this Additional benefit is in addition to your landlord's contents sum insured).

For loss of rent following damage, the terms and conditions applicable to this benefit under building cover will apply (see page 28).

Essential	Тор	Landlords	
Replacement of locks limited to \$500.  Emergency accommodation limited to the lesser of:  12 months rent; or  10% of your contents sum insured.	Replacement of locks limited to \$1,000.  Emergency accommodation limited to the lesser of:  12 months rent; or  10% of your contents sum insured.	Loss of rent following damage limited to the lesser of:  12 months rent; or 10% of your landlord's contents sum insured; or the actual rent you lose.	

#### Food spoilage

#### We cover

When your contents are insured, you are covered for loss or spoilage to frozen or refrigerated food, caused by an unforeseeable failure of the public electricity supply to your home.

An excess of \$100 will apply for a claim under this Additional benefit.

Limits		
Essential	Тор	Landlords
\$500	\$1,000	Not covered

#### **Tools of trade**

We cover	We will cover tools of trade used for your current business or occupation while in your home.  Limits		
	Essential	Тор	Landlords
	\$1,000	\$2,000	Not covered
You are not covered for	<ul><li>tools in the open air or removed from the site.</li><li>home office equipment.</li></ul>		

# **Optional benefits**

The following Optional benefits, as detailed below, can be added for an additional premium to your policy subject to the conditions and type of insurance you have. If applicable, these Optional benefits will be shown on your Certificate of Insurance.

#### Note:

A number of the limits shown vary depending on the type of cover you have under the policy.

In addition, there are policy 'General exclusions' on pages 43 – 46 and exclusions which may be included in the Certificate of Insurance issued to you which may apply.

#### **Electrical motor burnout**

#### We cover

Electrical motor burnout is the fusion or burning out of the actual wiring of a domestic motor by an electrical current.

When your building is insured, and you take the Electrical motor burnout cover benefit, we will pay for the cost of repairing or replacing any motor which forms part of your building.

When your contents are insured, and you take the Electrical motor burnout cover benefit, we will pay for the cost of:

- repairing or replacing any motor which forms part of your contents;
- loss or spoilage of frozen or refrigerated food caused by your freezer or refrigerator accidentally breaking down.

Limits		
Essential	Тор	Landlords
\$1,000 for Electrical motor burnout.	\$2,000 for Electrical motor burnout.	\$1,000 for Electrical motor burnout.
\$500 for loss or spoilage of food.	\$1,000 for loss or spoilage of food.	Loss or spoilage of food is not covered.

# You are not covered for

Loss or damage to:

- fuses, switches, electrical contacts or protective devices;
- an electrical motor that is more than 10 years old, from the date of manufacture;
- motors under any form of warranty;
- the cost of any part, such as (but not limited to) bearings, filters or dryers, which do not form part of an electrical motor, and were fitted during the repair or replacement of the motor.

# Rent default and legal expenses - Landlords cover only

#### We cover

If you choose this benefit, we will pay for your loss of rent under a written rental agreement due to the occurrence of one or more of the following events:

- your tenant leaves your building before the end of the rental period stated in the agreement and does not give you or your agent notice;
- your tenant does not pay rent owing under the agreement and leaves your building;
- your tenant does not pay rent and is legally evicted from your building;
- your tenant is denied legal access to your building by a Local, State or Commonwealth Authority.

The most we will pay for your loss of rent arising out of these events is the lesser of ten weeks of rent or \$20,000. We will only pay the weekly rental amount shown on the current written rental agreement. If a claim for loss of rent can be made under more than one of the events listed in this section, you may only claim under one of these Insured events.

If we accept a claim for loss of rent under this section of the policy we will also pay your legal expenses up to a maximum of \$1,000 for each claim. The cover for legal expenses is restricted to costs incurred to reduce a claim for loss of rent under this Optional benefit.

When we pay a claim for rent default and legal expenses, the claim will be reduced by the balance, if any, of any bond money remaining after deduction of allowable re-letting expenses and any other costs or expenses you are legally entitled to deduct from the bond money. At the time your tenant entered into the written rental agreement you must have collected the total amount of bond monies due under the terms of the rental agreement.

	Limits		
	Essential	Тор	Landlords
	Not covered	Not covered	The lesser of:  ten weeks of rent; or  \$20,000.  Legal expenses up to a maximum of \$1,000.
You are not covered for	<ul> <li>loss of rent if the tenant's rent payment is in arrears at the commencement date of this policy. This cover will not operate until the rent arrears have been paid and the tenant has paid usual rent for a period of not less than four weeks;</li> <li>loss of rent unless you have a written lease or rental agreement in place from the time your tenant takes up residence, which states:         <ul> <li>the term of the rental period;</li> <li>the amount of rent payable;</li> <li>the amount of the bond that the tenant is required to pay;</li> </ul> </li> <li>arrears that have accrued up to the time that your tenant departs the building if you or your agent fail to issue and/or act on breach notices as provided under the relevant Residential Tenancies Act applicable to your State or Territory; or</li> <li>legal expenses other than those incurred with our prior written approval.</li> </ul>		

The following Optional benefit is only available if your contents are insured.

#### Portable valuables

#### We cover

We cover you for accidental loss or damage to your eligible contents anywhere in Australia.

Any claim under this benefit will be settled in the same way as claims for your contents. Only certain items are eligible for Portable valuables cover and these include:

- clothing and personal effects usually worn or carried, including jewellery and watches;
- prescription spectacles, contact lenses and sunglasses;
- sporting equipment and their accessories;
- portable musical instruments;
- binoculars and telescopes;
- portable music players and radios;
- photographic and video equipment and their accessories;
- wheelchairs and mobility devices such as motorised mobility scooters or gophers;
- hearing aids.

Note: Whilst in your home there is no cover for any item of jewellery that has been insured for more than \$20,000 while it is not being worn unless it is kept in a locked safe that has been installed within your home in accordance with the safe manufacturer's specifications.

# Two ways to purchase Portable valuables cover:

**Group cover** - You can choose an amount to cover any number of eligible items up to a maximum limit of \$1,000 per item. This Group cover limit will be stated on your Certificate of Insurance. Group cover has fixed limits and if this does not suit your needs you should choose the Itemised cover option.

Itemised cover - If you have items worth more than \$1,000 individually you can cover these by advising us and having them individually listed with their value on your Certificate of Insurance. Itemised cover item limits will be as agreed with us and listed on your Certificate of Insurance. If you choose to cover items individually, you are responsible for advising us of each item and ensuring it is listed on your Certificate of Insurance with its correct value.

	Limits		
	Essential	Тор	Landlords
	Limit shown on your Certificate of Insurance.	Limit shown on your Certificate of Insurance.	Not covered
You are not covered for	<ul> <li>any process or restoring or restoring or restoring or restoring or restoring or sustained.</li> <li>Loss or damage to sporting equilin use;</li> <li>photographic water;</li> <li>items for sale, consignment;</li> <li>cash, credit or instruments in</li> <li>CDs, DVDs, fill</li> <li>mobile phone phones;</li> <li>bicycles, skate other watercreatents or camp</li> <li>hand-held conequipment;</li> <li>portable lapted or printers;</li> <li>musical instruand musical astamp or coin</li> <li>tools of trade</li> <li>personal item profession; or</li> <li>artificial limbs appliances.</li> <li>Loss or damage field the disappear cannot be est</li> </ul>	electrical or mechangement; or denting, if that is the or or of: pment or musical equipment whilst on display, exhibit debit cards and/or cluding coupons ms, audio or video es, smart phones of exhoards, scooters, saft; ing equipment or mputer games, toy op or tablet compute ments which are uccessories such as collections; and professional ir s used in a busines, wigs, dentures or rom the following ance of an item wablished; or of any item of a br	g, altering, anical breakdown, the only damage instruments whilst in use under tion or on or negotiable or gift cards; tapes; r portable car surfboards or their accessories; rs or hobby uters, fax machines used professionally amplifiers; enstruments; ss, trade or dental events: then the cause

# **General exclusions**

No insurance covers everything so it is important to understand the exclusions of your policy. These exclusions apply to your chosen cover.

# What is not covered under your policy?

#### **Exclusions**

The following General exclusions apply to all covers under your policy.

You are not covered for any loss or damage caused by or resulting from, or the costs incurred from or of:

- bushfire, storm, rainwater or flood which occurs within the first 72 hours of the start of your policy unless you transferred a building and/or contents insurance policy with equivalent cover to us from another insurance company without an interruption in cover. We will not cover any increase in sums insured for these events in the first 72 hours;
- your building being unoccupied for longer than 90 consecutive days. This exclusion will not apply to loss or damage caused by lightning or earthquake that occurs during the period of unoccupancy;
- actions of the sea, including high tides;
- gradual deterioration, including wear and tear, rust, corrosion, depreciation, fading or deterioration from exposure to light;

- mould or mildew, wet or dry rot, rising damp or dampness;
- inherent defects, structural faults, faulty workmanship or faulty design;
- failure to maintain the property in good repair;
- insects (including termites), birds, wildlife or vermin;
- scratching, chewing, tearing or soiling by any animal kept in your building or at the site;
- caused by any earth movement or vibration including erosion, subsidence, landslide, mudslide, settling, collapse, earth shrinkage and expansion not directly caused by and occurring within 72 hours of an earthquake, storm, rainwater or flood;
- tree roots;
- tree felling or tree lopping on the site;
- removing any tree stump from the ground or removing trees which have fallen but not damaged your building and/or contents;
- any deliberate action by you, others living at the site, or other people who have entered your site with the consent of you or others living at the site, including visitors and tenants:
- any process of cleaning involving the application of heat or the use of chemicals other than domestic household cleaners:

- corruption (whether by virus or other means) to any electronic data, files or software damaged or lost including any photographs and visual images stored electronically on any medium including computers and any costs associated with the reinstalling or replacing of the data, files or software that are corrupted, damaged or lost;
- mechanical, electrical or electronic failure of an item, unless caused by one of the Insured events or unless you have elected and paid the premium for the cover provided under the Optional benefit for Electrical motor burnout (see page 38);
- power surge, unless directly caused by one of the Insured events;
- building work, including any extensions or renovations;
- damage to swimming pools, spas, septic tanks, water tanks (and other in ground structures or their surrounds) caused by hydrostatic pressure or hydrodynamic pressure;
- food spoilage other than the cover provided under the Additional benefit for contents (page 36) or the Optional benefit for Electrical motor burnout (page 38);
- loss of or damage to unlicensed or unregistered firearms and/or knives which have a blade longer than five centimetres (other than kitchen knives in your home);
- unlicensed or unregistered computer software and illegally downloaded media and files.

#### You are also not covered for:

- any loss of profit;
- compensation for distress, inconvenience or any other non-financial or consequential losses;
- any event or activity for which you or your family are required by law to hold an insurance policy;
- your liability under any contract, or if you have agreed to or accepted liability without our agreement first;
- acts or omissions by you or someone with your consent, if the acts are unlawful or are intended to be done with reckless disregard for the consequences;
- loss, damage, liability or costs or expenses arising from or in any way connected with non conformance with any Commonwealth, State, Territory or local government law;
- loss, damage, liability or costs or expenses arising from or in any way connected with the lawful seizure, confiscation, nationalisation or requisition of, or damage to, the insured property by a government, public, local or legal authority;
- loss, damage, liability or costs or expenses arising from or in any way connected with war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or by contamination or pollution by chemical, biological or nuclear agents which results from an act of terrorism:
- direct or indirect exposure to radiation or contamination by radioactivity from any nuclear fuel, nuclear waste or nuclear material.

Other exclusions may be specified in your Certificate of Insurance

# Your responsibilities

# **Your premium**

## What are premiums?

Your premium is the amount of money you agree to pay us for your policy.

# How much do I pay?

When you apply and we agree to provide you with cover, or we renew your cover, we will advise you of the premium amount which we will confirm on your Certificate of Insurance.

## How do we calculate premiums?

Your premium is calculated based on a number of criteria, such as:

- the cover you choose;
- the property and the site you want to insure;
- the limits and excesses that will apply;
- your insurance history.

We will also look at other factors that increase or decrease the risk of a claim and factors that affect our business costs.

Minimum premiums apply which could reduce any discount you may be entitled to.

Your premium will also include amounts covering government charges, taxes or levies we are responsible for, such as GST and Stamp Duty. This information will be shown on your Certificate of Insurance.

# Paying your premium

You need to make sure your premium payment(s) are up to date. If they are not, we may cancel your policy in accordance with the law

If any premium instalment remains unpaid for 14 days or more, we may also refuse to pay a claim.

It is important that you contact us if your bank or credit card details change.

In the event of a total loss claim where you were paying your premium by instalments, we will deduct any unpaid premium for the period of insurance from the claim settlement.

# **Duty of Disclosure**

Before you enter into the policy with us, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your insurance.

We will provide you with the relevant Duty of Disclosure that applies before you enter into, vary, renew, extend, reinstate or replace your policy.

You should read and understand it because if the Duty of Disclosure is not complied with we may cancel the policy and/or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed, and pay nothing.

Full details of the Duty of Disclosure are available free of charge by calling us on **13 13 43** or you can view it any time at **seniors.com.au** 

# Work out how much insurance you need

Many people do not have enough insurance cover for their building or contents. If you are under-insured, you will have to cover any shortfall yourself. For example:

- if the amount your building is insured for is not equal to the full cost of rebuilding it, including the cost of any structural improvements such as carports, fences and pools, as well as the cost of any demolition work, removal of debris and any architectural or council fees (other than the limited cover provided by the Additional benefit), you may be under-insured. The cost of land is not, however, included in determining your sum insured.
- if your contents sum insured is not enough to allow for the full replacement of all your contents, including your furniture, clothes, linen and personal valuables such as jewellery, you may be under-insured.

Under insurance of homes is a significant issue. You really need to spend time to assess your needs as we cannot advise you on the amount of cover you should insure for.

We **strongly** recommend you use a home building calculator. An example can be found at 'Understand Insurance' website **understandinsurance.com.au**/calculators

Remember, this insurance only provides cover up to the applicable limits specified in this PDS and on your Certificate of Insurance.

# Review the replacement value of your property regularly

Each year at your insurance renewal, we may automatically adjust the amount you are insured for to help the cover keep pace with inflation. In addition to this adjustment, you may also need to consider (amongst other things) the value of any new contents or recently completed improvements to your home.

If you do not review the replacement value of your building and contents annually and increase your cover where appropriate, you may be or remain under-insured. Remember, any items you individually list on your Certificate of Insurance will remain insured for the values you originally advised to us unless you specifically ask us to increase them.

# Change of occupancy type during the period of insurance

If the occupancy of your building changes from a home you live in to a Landlord property you own but do not live in, or vice versa, you will need to contact us so we can change your building and/or contents cover accordingly subject to our underwriting criteria. If you do not we may reduce or refuse to pay a claim and cancel the policy.

# Interests of others in your building and contents

You must tell us of any other party that has an ownership or financial interest in your building and contents as they may need to be noted on your policy for their interest. No party is covered for their interest unless we note them. If a credit provider is noted on your Certificate of Insurance as having an interest in your building and/or contents and we agree to pay a claim on a cash basis, we have the option of making this payment to the credit provider in full or part payment of the claim.

# More than one insured person

If there is more than one insured named on your Certificate of Insurance we will treat a statement, act, omission, claim or request to alter or cancel your policy made by one as coming from all of those named as insured.

# Paperless correspondence

We prefer to communicate with you by email or other electronic channels. You are responsible for making sure you provide us with your correct and up to date email address. However if you do not want to receive correspondence electronically, let us know.

We will consider any policy documents we send to you electronically to have been received by you 24 hours from when we sent them.

# Keep proof of ownership of your property

When you make a claim for loss or damage to an item we will require satisfactory proof that you owned the item and of its value or your claim may not be paid. The easiest way to do this is by keeping documents related to the item.

The types of documents we ask for depend on the situation and may include:

- purchase receipts;
- valuation certificates (provided by an Australian qualified valuer);
- credit card or bank statements;
- instruction manuals;
- guarantee or warranty certificates; and
- photographs or video/digital film of the item.

# When building work is carried out

Please note that if you carry out building alterations, renovations or additions the cover provided under your policy is restricted.

Below we have highlighted the exclusions that apply when building works are underway. You are not covered for:

- loss or damage caused by water entering your home due to building alterations, renovations or additions;
- loss or damage as a result of theft or attempted theft by a person who is on the site with your consent or the consent of another person also residing at the property;
- loss or damage due to theft or attempted theft or where the building security has been compromised due to the works being carried out;
- legal liability in respect to any loss or damage caused by or as a consequence of the building renovations alterations and/or additions if the total value of the project is greater than \$50,000; and
- accidental damage caused by or as a consequence of the building alterations, renovations or additions.

Your policy will not cover you for loss or damage caused by the works or damage to the works. If you need cover you may need to take out a separate insurance product with another insurer. We and Australian Seniors do not provide this cover.

# Keep your building and contents in good condition and well maintained

You must ensure you maintain your building and contents in a good state of repair and condition.

This includes but is not limited to the following:

- ensuring that the building is watertight, structurally sound and secure;
- ensuring that gutters, downpipes and roof valleys are not clogged with debris and are not rusted, loose, falling down or missing;
- ensuring that floors, walls or ceilings are intact and secure and that any damage to these items and any other parts of the building that are not the subject of a claim under this policy are repaired; and
- compliance with all statutory obligations, government or local authority regulations and by-laws;
- ensure that all building maintenance or repairs to the building and/or contents are undertaken by an appropriately qualified person or licensed tradesmen.

Any loss or damage or liability or costs or expenses arising from your failure to maintain your building and contents in a good state of repair and condition will not be covered under the policy. You must also make reasonable efforts to protect your building and contents from any loss or damage. If you make a claim and knew about something that could cause loss or damage to your building or contents and you did not make reasonable efforts to avoid it before the loss or damage occurred, then your claim may not be paid. If you do suffer loss or damage to your building or contents, you must also make reasonable efforts to prevent any further loss or damage.

# When your home is temporarily unoccupied

You must ensure your building is maintained while unoccupied. The maximum period your building can be unoccupied for during the period of insurance is 90 consecutive days. At any time when your building is unoccupied you need to ensure the home is maintained in a lived-in state by:

- keeping the lawns mowed and garden tidy;
- stopping regular mail and newspaper deliveries; and
- arranging for someone to check inside and outside your home at least once a week.

# Have a property inspection/condition report completed – Landlords cover only

You or your agent must complete a detailed property inspection/condition report:

- when a new lease or rental agreement commences;
- when an existing tenant vacates the property; or
- on an annual basis if there is a long term tenancy.

If you make a claim you must provide us with copies of all property inspection reports otherwise we may reduce or refuse to pay your claim.

# Making a claim

In the event of a claim it is good to understand the process so you know what to do and what to expect. Our claims team will support and guide you through the claim process.

# What to do in the event of a claim

Secure your building and contents

Do what you can to prevent further loss, damage, cost or liability.

## Report the incident

Report the incident or loss to the police immediately if the claim involves theft, attempted theft, malicious acts, civil unrest or impact by a vehicle and obtain an event number.

Call our claims team on 13 13 43 and report

#### Do not:

Call us

- admit guilt, fault or liability except to the police;
- offer or negotiate to pay any claim;
- approve any repairs, except essential repairs needed to minimise or prevent further loss or damage; or
- dispose of any damaged property.

# **Assessing your claim**

After you have lodged a claim with us we will assess it. When we are doing this, we may ask you for information or assistance to help with the process.

# We may ask you for:

- a face-to-face or telephone interview;
- written statements under oath;
- relevant documents;
- proof of value and ownership that we need regarding lost or damaged items, such as receipts, invoices, bank or credit card statements, contracts of sale or original photographs;
- details of any other insurance that relates to the claim.

#### We will require you to:

- let us see or take possession of any damaged property;
- keep items that have been damaged and allow us to inspect them or assess repair costs;
- make your building and contents available for inspection by us or an assessor or agent appointed by us or when diagnosis is required;
- send us any communication you receive about the claim from anyone else (including letters of demand and communication about court proceedings); and
- do everything you can to help us to negotiate, defend or settle your claim or to recover costs from another party responsible for the loss or damage to your building and contents.

57

# Claims for your building

If your building is insured and we agree to settle a claim, we will settle up to the sum for which your building is insured, or any lesser limit that applies, less any applicable excess. If your building is destroyed or damaged as a result of an Insured event and we accept your claim which occurs during the period of insurance, we will rebuild or repair your building as new, or pay you the cost of rebuilding or replacing it, at our discretion up to the building sum insured shown on your Certificate of Insurance

However, if you decide not to proceed with the rebuild or repair of your building we will pay the lesser of:

- the rebuild or repair cost; or
- the difference in the value of your building and the land it is situated on before the damage occurred and the value of the building and land after the damage has been sustained.

We will only pay to repair or rebuild that part of your building that was damaged. We do not cover any additional expenses to replace undamaged parts of your building to create a uniform appearance. Where the original materials used to build your home are not available within Australia, we will pay for the cost of materials we believe to be of a similar kind or quality.

# Claims for your contents

If your contents are insured and we agree to settle a claim, we will settle up to the sum for which your contents are insured, or any lesser limit that applies to the item, group of items or event, less any applicable excess.

If your contents are lost or damaged by an Insured event which occurs during the period of insurance, we will at our discretion:

- repair or replace any lost or damaged item; or
- pay you the cost of repairing or replacing the item, either in cash or in pre-paid store cards/vouchers, at our discretion (if unusual circumstances exist), based on the amount that it would have cost us to repair or replace it.

Where we can, we will match materials and contents. Where this is not possible, we will use materials and contents that in our opinion match as closely as reasonably possible.

If the lost or damaged item is part of a pair or collection, we will only pay for the repair or replacement of the damaged or lost item. We will not pay for any resulting decrease in the value of the collection.

Claims for the replacement or repair of damaged fixed carpets will be limited to the passageway, room or stairwell where the damage occurred.

## Contents (in the home you live in)

Replacement is on a new for old basis but this does not apply to computers more than 4 years old, or to any clothing, shoes or household linen or items out of use, such as those stored away in cupboards. For these items we will pay the reasonable market value based on their age and condition at the time of loss.

#### Landlords contents

Replacement is on a new for old basis but does not apply to second-hand furniture or electrical items which were more than three years old at the time that they came into your possession.

# How claims impact your insurance

After we pay a claim under your policy, other than a claim for a total loss, the amount you are insured for will remain the same as the value shown on your Certificate of Insurance at the date of loss.

If a claim is paid for any item individually listed on your Certificate of Insurance, that item will be removed from your policy and you will have to notify us to add the replacement item and pay any additional premium if required. If a claim is for the total loss of your building or contents, your insurance will cease as soon as we accept liability. No premium refund is due if you have paid your premium annually. If you are paying your premium monthly, we will deduct the balance of the yearly premium from the claim settlement. You will need to contact us if you want to apply for a new policy for the building or contents you replace.

# If there is a mortgage over your property

If a mortgagee (usually your bank or credit provider) is noted on your Certificate of Insurance and you have a claim and we agree to settle on a cash basis, we will, if legally obligated, make this payment to the mortgagee in full or part settlement of your claim. In this situation, we will pay the mortgagee the amount we agree to pay to settle the claim, up to the amount outstanding under your mortgage. We only cover your interest in the insured property, unless we specifically include cover for the interest of a third party.

# **Understanding your excess**

An excess is the amount(s) of money you pay or must contribute towards the cost of any claim. All excess amounts relevant to your cover will be shown on your Certificate of Insurance.

## **Excess types**

There are different types of excesses, depending on what your claim relates to and the type of cover you have chosen. You will find the amount of each excess on your Certificate of Insurance

If you have a claim for an earthquake or flood you will be subject to the higher of your selected basic excess or a fixed excess of \$500 for each event.

Landlords claims made under:

- the Additional benefit cover for 'Malicious acts and theft by tenants' will be subject to the higher of either your selected basic excess or a fixed excess of \$500 for each event.
- the Optional benefit cover for 'Rent default and legal expenses' will be subject to a fixed excess of \$400.

If you take the Optional benefit for either 'Electrical motor burnout' or 'Portable valuables' cover a fixed excess of \$100 applies for any claim made under this benefit. Your selected basic excess does not apply for this benefit.

# When to contact us

# **Changing your cover**

We understand that your circumstances may change. If this occurs we need you to contact us promptly to apply to amend cover during the period of insurance. It is important to note that if you make a request to amend your cover this may affect your premium.

Any proposed changes to your cover will be subject to acceptance at our absolute discretion.

# Renewing your policy

1	To ensure continuing protection we will normally send you a renewal offer at least 14 days prior to the renewal date of the policy. It will set out information such as the premium and excess for the new period, information you have previously told us and may also include notice of any proposed changes to the terms of the policy to be renewed.
2	Where you receive a renewal offer, you must tell us if the information contained in it is incorrect or incomplete and you must continue to comply with your 'Duty of Disclosure' (see page 48). If you do not we may reduce or refuse to pay a claim or cancel the renewed policy.
3	If nothing needs to be disclosed and you are happy with the renewal offer you do not have to do anything as we will automatically renew on those terms and deduct/charge the renewal premium from your nominated account/credit card, unless you tell us not to.  If you do not wish to take up the renewal offer you must contact us prior to the renewal to advise us.
4	If we do not offer to renew your policy, we will send you a notice telling you this.

Each renewal is a separate policy, not an extension of the prior policy. Your cooling off period will apply on each renewal.

This PDS (together with any amendments, updates or endorsements) also applies for any offer of renewal we make, unless we tell you otherwise or issue you with a new updated PDS or Supplementary PDS amending the PDS terms.

# **Cancelling your policy**

#### If you want to cancel

You may cancel your policy at any time by contacting us.

If you paid an annual premium, we will refund the full amount, less:

- the amount covering the period you were insured for;
- government or statutory charges we are unable to recover.

If you pay your premium by monthly instalments we will not provide a refund.

# When we may cancel your policy

We may cancel your policy where permitted by and in accordance with the law. For example, if you:

- do not comply with the policy terms and conditions;
- do not pay your premium as agreed;
- make a fraudulent claim;
- did not comply with your Duty of Disclosure; or
- misrepresented information when you entered into your policy.

If we pay a claim for a total loss, your policy comes to an end and there is no refund of premium.

#### If you have a complaint

We are committed to work with you to resolve it.

These steps are a part of our complaint and dispute resolution procedure:

# STEP 1 Call 13 13 43

Firstly talk to one of our Customer Care Specialists, who will try to resolve the problem straight away or you may visit our Contact Us page at **seniors.com.au** 

## STEP 2 Talk to the manager

If we have not been able to resolve your complaint, then you can discuss your concerns with one of our managers, also on **13 13 43**.

# STEP 3 Contact Internal Dispute Resolution Committee

If you are still not satisfied and your complaint is not yet resolved, you can contact our Internal Dispute Resolution Committee at:

**Post:** Australian Seniors Insurance Agency,

Locked Bag 2010,

St Leonards NSW 1590 resolution@hollard.com.au

**Call:** 02 9253 6600

Email:

Your concerns will be investigated by an officer with full authority to deal with the complaint and we will inform you of the outcome within 15 working days of receiving your complaint.

#### STEP 4 Where we have not resolved your complaint

If our Internal Dispute Resolution Committee has been unable to resolve your concerns, or your complaint has not been resolved within 45 days, you may contact the:

#### Financial Ombudsman Service (FOS)

**Phone:** 1800 367 287

Post: GPO Box 3 Melbourne VIC 3001

**Website:** fos.org.au **Email:** info@fos.org.au

A decision by FOS is binding on us but is not binding on you. You have the right to seek further legal assistance. The FOS service is provided to you free of charge and can be utilised at anytime during the complaints process.

# Other important information you need to know

Below we have detailed how we will treat your personal information as well as other important information we need to tell you.

# How we protect your privacy

We and Australian Seniors (referred to in this privacy provision as "we", "us" and "our") will at various times or stages during our communication with you collect some of your personal information.

We collect personal information to provide, offer and administer our various products and services, or otherwise as permitted by law.

We may collect your personal information so that we or our related entities or other third parties with whom we have a relationship can develop or offer you services or products which we believe may be of interest to you, however will not do so if you tell us not to.

Collection can take place by websites, email, telephone or in writing. If you do not consent to us collecting and using the personal information we request, we may not be able to provide you with our services or products.

We may at times also disclose your personal information to our related companies or third parties who provide services on our behalf; however we will never sell, rent or trade your personal information. It may happen that we disclose personal information to related companies or service providers located in countries other than Australia. These details can change from time to time and you should contact us for further details to see if this applies to you.

Your consent applies when you apply for insurance, or become or remain the insured. You can read more about how we collect, use and disclose your personal information or our complaints process about a breach of the Australian Privacy Principles in our Privacy Policy which is available on our websites or you can request a free copy. If you wish to update or gain access to your personal information or have a complaint about a breach of your privacy please contact the Privacy Officer at:

Hollard

**Phone:** 02 9253 6600

**Email:** privacy@hollard.com.au

**Post:** Privacy Officer

Locked Bag 2010 St Leonards NSW 1590

Website: www.hollard.com.au

**Australian Seniors Insurance Agency** 

**Phone:** 1800 004 005

**Email:** mail@seniors.com.au

**Post:** Privacy Officer

PO Box 6728

Baulkham Hills NSW 2153

Website: www.seniors.com.au

# Claim payments and Goods and Services Tax (GST)

Any claim payments made under this policy will be based on GST inclusive costs, up to the relevant amount covered, or maximum amount that we pay. However, if you are, or would be, entitled to claim any input tax credit for the repair or replacement of insured property or for other things covered, we will reduce any claim under the insurance by the amount of such input tax credit.

You are required to tell us your entitlement to an input tax credit. If you fail to disclose or understate your entitlement, you may be liable for GST on a claim we pay.

#### **Financial Claims Scheme**

Hollard is authorised under the Insurance Act 1973 to carry on general insurance business. This Act contains prudential standards and practices to ensure that financial promises made by Hollard are met. Because of this, Hollard is exempt from the requirement to meet the compensation arrangements Australian Financial Services Licensees must have in place to compensate clients for loss or damage suffered because of breaches by Hollard or its representatives.

The protection provided under the Federal Government's Financial Claims Scheme applies to Hollard. If Hollard is unable to meet its financial obligations a person may be entitled to payment under this Scheme. Information about this Scheme can be obtained from the APRA website at fcs.gov.au or their hotline on 1300 55 88 49

#### Remuneration

We are paid the premium for this Australian Seniors Home Insurance product if you purchase it. This amount is agreed with you before the product is purchased.

Hollard staff receive an annual salary that may include bonuses based on performance criteria (which can include sales performance) and the achievement of company goals.

Australian Seniors may receive a commission for each policy on its inception and renewal that was arranged by them. Any remuneration received is included in the premium you pay. Please refer to Australian Seniors Insurance Agency Financial Services Guide for further details on their remuneration.

You may request particulars about the above remuneration (including commission) or other benefits from us. However, the request must be made within a reasonable time after you have been given this document and before the relevant financial service has been provided to you. Our contact details are provided on the back of this PDS.

# The General Insurance 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. The Code aims to raise the standards of practice and service in the insurance industry. We are a signatory to the Code.

You can obtain a copy of the Code from the Insurance Council of Australia website at insurancecouncil.com.au or by phoning (02) 9253 5100.

# **Updating this PDS**

If we change anything about this insurance in the future, the PDS may also change. If the change is relatively small and will not affect your decision to buy or renew this cover, we will list the details at **seniors.com.au**. If we make a substantial update to the product, we will send you a new PDS or Supplementary PDS, explaining the changes we have made.

# **Definitions**

The following words have been given special meaning for the purpose of the policy.

accident	an event that you did not plan, intend or expect to happen.
agent	the real estate management company acting as the manager of the property.
allowable re-letting expenses	the re-letting expenses as specified in the current lease or rental agreement for the property.
bond money	money paid by the tenant and held as a security against damage to the property or outstanding rent. Your policy will operate on the basis that a bond equivalent to four weeks rent has been collected.
Certificate of Insurance	is the relevant certificate we send you that contains your building and/or contents insurance details and any variations to the standard terms and conditions of the policy. It forms part of your contract with us and should be read with your other policy documents.
collection	any pair, set or other group of objects (of common type, appearance or nature) that belong together or are displayed together.
common property	an area within a multi-residency property which is used by many people, e.g. stairs, driveways, car parks, etc.

event	a single occurrence which you did not intend or expect to happen that results in loss or damage.
excess	the amount you are first required to pay or bear when you make a claim under your policy. Your policy excesses are explained in the PDS and are shown on your Certificate of Insurance.
fittings	any items that can be removed from your building without causing damage to your building.
fixtures	items that are permanently attached to or fixed to your building or the site but not carpets, carpet tiles, floor rugs, internal blinds or curtains.
flood	the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:  (a) a lake (whether or not it has been altered or modified);  (b) a river (whether or not it has been altered or modified);  (c) a creek (whether or not it has been altered or modified);  (d) another natural watercourse (whether or not it has been altered or modified);  (e) a reservoir;  (f) a canal;  (g) a dam.
Insured events	the events which are insured under your policy subject to its terms and conditions (see pages 12 – 17).
malicious damage	damage caused by a wrongful act which was vindictive, deliberate or intentional.

period of insurance	the period of your policy with us, which starts at the date and time we tell you the policy is entered into and continuing, unless ending sooner in accordance with the policy or relevant law, until the expiry date and time as specified in the Certificate of Insurance.  If your policy is cancelled, the period of insurance terminates when the cancellation becomes effective.
rent default	means that your tenant:  is still occupying the building but not paying rent and has been issued with the appropriate breach notices as provided for under the relevant Residential Tenancies Act applicable to your State or Territory; or  has left the building before the end of the rental period stated in the rental agreement and has not given you or your agent notice.
seepage	the slow escape of a liquid through porous material.
site	the land at the address on the Certificate of Insurance on which your home is located and includes the yard or garden situated within the legal boundaries of that land. It does not include the nature strip outside your home or any area that is common property in a multi-residency property.
storm	a violent atmospheric disturbance generally producing strong winds. It can be accompanied by rain, lightning, hail or snow and it includes cyclones and tornados. Storm does not mean persistent bad weather, heavy or persistent rain by itself or heavy or persistent wind by itself.
sum insured	the maximum amount(s) we agree to cover the insured property for. The sum(s) insured is/are shown on your Certificate of Insurance.

terrorism	<ul> <li>any act which may or may not involve the use of, or threat of, force or violence, where the purpose of the act is</li> <li>to further a political, religious or ideological aim,</li> <li>or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.</li> </ul>
unoccupied	means neither you, nor any other person (with your consent), is living and sleeping in your home, and/or it is not furnished for habitation.
we, us or our	The Hollard Insurance Company Pty Ltd.
you, your	<ul> <li>means</li> <li>the policy holder or policy holders named on the Certificate of Insurance;</li> <li>the policy holder's spouse (legal or de-facto);</li> <li>a person living at the insured address (other than a tenant) who lives with, and is a family member of, the policy holder or the policy holder's spouse.</li> </ul>



